Agenda

Regular Meeting of the Governing Body
April 7, 2026 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.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-community-engagement/city-clerk-1/governing-body-public-comment

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/84566758349

- 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 Feghali

3. Salute to the New Mexico Flag

    a. Councilor Bustamante

4. Invocation and Rememberances

    a. Councilor Garcia

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

9. Action Items: Consent Agenda

    a. Request for Approval of the March 7, 2022, Emergency Governing Body Meeting Minutes. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

    Committee Review:
    Governing Body: 04/07/2026

    b. Request for Approval of the March 18, 2026, Governing Body Study Session Minutes. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

    Committee Review:
    Governing Body: 04/07/2026

    c. Request for Approval of the March 25, 2026, Governing Body Meeting Minutes. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

    Committee Review:
    Governing Body: 04/07/2026

    d. Request for Approval of a Purchase Order Change with ITSQuest, Inc. in the Total Amount of $241,268.95 for Utility Billing System Modernization Project. (Jesse Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

    1. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $181,972 from the Public Utilities Cash Enterprise Fund to Public Utilities Admin Service Contracts for the Utility Billing Modernization Project with ITSQuest, Inc.

    Committee Review:
    Public Works and Utilities Committee: 03/30/2026
    Finance Committee: 04/06/2026
    Governing Body: 04/07/2026

e. Request for Approval of Amendment No. 4 to Item #23-0551 Memorandum of Understanding with Santa Fe County to Increase the Compensation by $25,000 for a New Total Amount of $225,000 for Local LDWI Grant Funds. (Patrick Trujillo, Police Captain; pjtrujillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

f. Request for Approval of a Professional Services Contract with Kiwanis Club of Santa Fe to Produce the City's Fourth of July Celebrations in the Total Amount of $885,507 through April 15, 2030. (Melissa McDonald, Parks and Open Space Director:mamcdonald@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body : 04/07/2026

g. Request for Approval of Professional Services Agreement with Santa Fe Community Housing Trust for Mortgage Reduction Assistance in the Total Amount of $208,072.18 through September 30, 2026. (Faviola A. Chavez, Director of Affordable Housing; fachavez@santafenm.gov)

Committee Review
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

h. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $609,755 from the U.S. Department of Housing and Urban Development to Grants and Services for the Community Development Block Grant Subrecipient Agreements for Grant Years 2023, 2024 and 2025. (Roberta Catanach, Project Administrator; rlcatanach@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

i. CONSIDERATION OF RESOLUTION NO. 2026-___. (Councilor Amanda Chavez)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Office of the State Engineer Grant Agreement DSB-FY26-HHPD-01, to Plan and Design the Rehabilitation of McClure Dam. (Taylor Jurgens, Engineer, Water Division; trjurgens@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/25/2026

Public Works and Utilities Committee: 03/30/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

j. CONSIDERATION OF RESOLUTION NO. 2026-___. (County Commissioner Lisa Cacari Stone, Mayor Michael Garcia, and Councilor Pilar Faulkner)
A Joint Resolution Recognizing the Value of Periodic Joint Meetings Between Santa Fe County and the City of Santa Fe and Establishing a Framework for Conducting Those Meetings. (Brian Moya, Interim City Manager; bjmoya@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/25/2026
Public Works and Utilities Committee: 03/30/2026
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

k. CONSIDERATION OF RESOLUTION NO. 2026-___. (Councilor Alma Castro)
A Resolution Approving the Consumption of Beer and Wine During Site Santa Fe's Annual Gala Dinner Event on July 1st, 2026, at The Ramada in the Railyard Park, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Geralyn F. Cardenas, Interim City Clerk; gfcardenas@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/25/2026
Quality of Life Committee: 04/01/2026
Governing Body: 04/07/026

10. Action Items: Discussion Agenda

a. Request for Ratification of Attorney Employment Agreement with Marcos D. Martinez with a Term Ending on December 31, 2029. (Mayor Michael Garcia, mjgarcia@santafenm.gov)

Committee Review:
Governing Body: 04/07/2026

b. Request for Ratification of Employment Agreement with Geralyn F. Cardenas as City Clerk/Director of Community Engagement with a Term Ending December 31, 2029. (Mayor Michael Garcia, mjgarcia@santafenm.gov)

Committee Review:
Governing Body: 04/07/2026

c. Request for Approval of City Sponsored International Travel to the United Kingdom for David Carr, TOURISM Santa Fe, Director of Sales, June 20–27, 2026, for the Cooperative Sales Mission with the New Mexico Tourism

Department Focused on Group Tour and Travel Business for Santa Fe with an Anticipated Cost of $6,353.71. (Randy Randall, Executive Director of TOURISM Santa Fe, rrandall@santafenm.gov)

Committee Review:
Governing Body: 04/07/2026

d. Request for Ratification of Grant #SAF-26-03 with New Mexico Department of Transportation Aviation Division for Airport Maintenance and Consumable Items in the Total Amount of $20,000 for a Two Year Term. (State Funding) (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov)

1. Request For Approval of a Budget Adjustment Request (BAR) in the Total Amount of $20,000 to Increase WIP Repair and Maintenance Grounds/Rd Using New Mexico Department of Transportation Aviation Division Funding for Airport Maintenance and Consumable Items.

Committee Review:
Governing Body: 04/07/2026

e. Request for Approval of Dates for Governing Body Study Sessions for the Remainder of the Year. (Andrea Phillips, Deputy City Manager; akphillips@santafenm.gov)

1. If Governing Body Study Session Dates are Approved, Consideration of Approving the Amended 2026 Governing Body and Council Committee Calendar to Include the Governing Body Study Session Dates.

Committee Review:
Governing Body: 04/07/2026

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **Executive Session**
    In Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8), Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the City, Including but Not Limited to, 2801 Cerillos and Las Estrellas. (Marcos D. Martinez, City Attorney; mdmartinez@santafenm.gov)

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. 2026-____. (Mayor Michael Garcia)
A Resolution Repealing City of Santa Fe Resolution No. 2000-11, a Joint City/County Resolution Which Sponsored and Supported an Annual Marching Parade on Airport Road in Celebration of Cesar E. Chavez. (Brian Moya, Interim City Manager; bjmoya@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/07/2026
Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

b. CONSIDERATION OF BILL NO. 2026-10. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garcia)
A Bill Approving the Sale of Seven City-Owned Parcels, Located in Las Estrellas in the Northwest Quadrant, Within the City and County of Santa Fe, New Mexico, to Santa Fe Housing Trust for a Total of $4,490,000.00. (Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/07/2026 (*PENDING WAIVER OF GOVERNING BODY PROCEDURAL RULE IV(B*))
Public Works and Utilities Committee (Public Comment): 04/20/2026
Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body (Public Hearing): 05/13/2026

c. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Alma Castro and Councilor Paul Bustamante)
A Resolution Repealing Resolution No. 2003-33; and Adopting New Records Information Management and Retention Policy. (Christina Montoya, Records Management Technician; ccmontoya@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/07/2026
Quality of Life Committee: 04/22/2026
Governing Body: 04/29/2026

d. CONSIDERATION OF RESOLUTION NO.2026-___. (County Commissioner Lisa Cacari Stone, County Commissioner Adam Fulton Johnson, Councilor Alma Castro, Councilor Patricia Feghali, and Mayor Michael Garcia)
A Joint Resolution Directing Staff to Bring Forward an Amendment to the Settlement and Annexation Phasing Agreements to Terminate Phase Three of Annexation, to Waive The City's Right to Challenge Santa Fe County's

Designation of a Traditional Historic Community of Agua Fria, and to Convene, With Santa Fe County, the Extraterritorial Land Use Authority to Make Any Necessary Extraterritorial Land-Use Ordinance Changes to Effectuate the City and County's Decision to Terminate Phase Three of Annexation. (Heather Lamboy, Land Use Director; hllamboy@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/07/2026
Public Works and Utilities Committee: 04/20/2026
Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

17. Petitions from the Floor

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

19. Final Action on Legislation (Public Hearing)

    a. CONSIDERATION OF BILL NO. 2026-03. ADOPTION OF ORDINANCE NO. 2026-_____. (Mayor Michael Garcia)
    A Bill Relating to City Administration; Amending Section 2-8 SFCC 1987 to Reorganize Certain City Departments; Creating New Sections of Code to Include 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, and 2-8.15; Amending Section 2-8.1 SFCC 1987 to Include a General Provisions Section and Exhibit A; Amending Section 2-8.2 to Rename Community Health and Safety Department to "Community Services Department" and to Include Youth and Family Services and Recreation, and to Remove the Office of Emergency Management; Amending Section 2-8.3 SFCC 1987 to Eliminate the Community Development Department; Amending 2-8.4 to Establish the Office of Emergency Management and Changing the Name From Office of Emergency Management to "Emergency Management Department"; Amending 2-8.5 Creating a New Department the "Economic Development Department" and to Include the Arts and Culture Division and the Film Division; Amending 2-8.6 Creating a Department the "Land Use Department" and to Include the Affordable Housing Division; Amending Section 2-8.7 Creating Tourism Santa Fe Department; Creating Section 2-8.14 to Include a New "Regional Airport Department"; Creating Section 2-8.15 to Include the Metropolitan Redevelopment Agency and Renaming it "Metropolitan Redevelopment Agency ("MRA") Department"; Repealing Sections 2-14, 2-15, and 2-20 SFCC 1987; Repealing Exhibit C of SFCC 1987, "City Organization". (Brian Moya, Interim City Manager; bjmoya@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 02/25/2026
    Governing Body (Public Comment): 03/11/2026

Public Works and Utilities Committee: 03/16/2026
Quality of Life Committee: 03/18/2026
Finance Committee: 03/23/2026
Governing Body (Public Hearing): 04/07/2026

b. CONSIDERATION OF BILL NO. 2026-04. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Amanda Chavez and Councilor Alma Castro)
Be It Ordained by the Governing Body of the City of Santa Fe:
Authorizing the Execution and Delivery of a Loan and Subsidy Agreement ("Loan Agreement") by and Between the New Mexico Finance Authority ("NMFA") and City of Santa Fe, New Mexico ("the Borrower"), in the Total Amount of Seventeen Million Dollars ($17,000,000), Evidencing an Obligation of the Borrower to Utilize the Loan Amount Solely for the Purpose of Financing the Costs of Constructing a New Flocculation and Sedimentation Process and Making Improvements to the Canyon Road Water Treatment Plant as a Component of the System Owned and Operated by the Borrower, and Solely in the Manner Described in the Loan Agreement; Providing for the Pledge and Payment of the Loan Solely From the Net Revenues of the Water Utility System of the Borrower; Certifying that the Loan Amount, Together with Other Funds Available to the Borrower, is Sufficient to Complete the Project; Approving the Form of and other Details Concerning the Loan Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Ordinance; and Authorizing the Taking of Other Actions in Connection With the Execution and Delivery of the Loan Agreement. (Clinton Peterson, Public Utilities Engineer; cdpeterson@santafenm.gov)

Committee Review:
Governing Body (Introduction): 02/25/2026
Governing Body (Public Comment): 03/11/2026
Public Works and Utilities Committee: 03/16/2026
Finance Committee: 03/23/2026
Governing Body (Public Hearing): 04/07/2026

c. CONSIDERATION OF BILL NO. 2026-07. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Jamie Cassutt)
A Bill Creating a New Section 2-2.10 of SFCC 1987 to Establish City Attorney and City Clerk Authority to Correct Scrivener's Errors. (Marci Eannarino, Legislation and Policy Innovation Manager; maennarino@santafenm.gov; Christine Spiers, Legislative Coordinator; cmspiers@santafenm.gov; Palmer Anderson, Policy Analyst; pcanderson@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/25/2026
Governing Body (Public Comment): 03/11/2026
Quality of Life Committee: 03/18/2026
Governing Body (Public Hearing): 04/07/2026

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

    a. **Appeal # 2025-11633-APPL of Case # 2024-9320.** Adjoining Property Owner Tierra Contenta Corp. Appeals the Planning Commission's October 16, 2025, Decision Approving a Development Plan by Zydeco, LLC, for a 7.9-Acre Parcel at 7205 Plaza Central and Finding that the Development Is Not Subject to the Affordable Housing Guidelines of the Santa Fe Homes Program, SFCC Section 14-8.11(D)(3)(a). *(*Frank Ruybalid, Assistant City Attorney; feruybalid@santafenm.gov*)*

21. Appointments

    a. Human Services Committee

        - Karen Baldwin - Reappointment as Chair - Term Ending 03/2029
        - Emily Haozous - Reappointment as Vice-Chair - Term Ending 03/2029
        - Jennifer Romero - Reappointment - Term Ending 03/2029
        - Kathleen Tunney - Reappointment - Term Ending 03/2029

    b. Economic Development Advisory Committee

        James Johnson - Appointment - Term Ending 06/2028

    c. Archaeological Review Committee

        Shelby Mageson - Appointment - Term Ending 06/2028

    d. Santa Fe Public Library Board

        - Nicholas Taylor - Appointment - Filling an Unexpired Term Ending 07/2027
        - Kate Goddard - Appointment - Filling an Unexpired Term Ending 07/2027

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.

City of Santa Fe

AGENDA

EMERGENCY MEETING OF THE GOVERNING BODY
MARCH 07, 2022
2:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR EMERGENCY GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Governing Body meeting will be conducted virtually.

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

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

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

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

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/84816340225?pwd=VE0vQlZpdzVBQUVPMC82YVRZSDBFZz09. **Passcode: 433361**

City of Santa Fe

AGENDA

EMERGENCY MEETING OF THE GOVERNING BODY
MARCH 07, 2022
2:00 PM
ATTEND VIRTUALLY

Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 945 9904 5794 - Passcode: 433361**

Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **MATTERS FROM THE CITY ATTORNEY**

Executive Session

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

5. **EXECUTIVE SESSION ACTION ITEMS**

    a. Approval of an New Mexico Opioid Allocation Agreement Between the State of New Mexico, City of Santa Fe, and Other Local Governments, in Relation of Distribution of Funds in Two, State-Wide Settlement Agreements, Removing Certain Defendants from *City of Santa Fe v. Purdue Pharma, et al*. DNM No. 1:19-CV-01105. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6512).

6. **ADJOURN**

Governing Body
SUMMARY INDEX
March 7, 2022

ITEM	ACTION	PAGE
1. Call to Order	Convened at 2:06 pm	1
2. Roll Call	Quorum Present	1
3. Approval of Agenda	Approved as presented	1
4. Matters from the City Attorney Executive Session	2:11 pm – 2:18 pm	2
5. Executive Session Action Items		2-3
a. Approval of a New Mexico Opioid Allocation Agreement Between the State of New Mexico, City of Santa Fe, and Other Local Governments, in Relation of Distribution of Funds in Two, State-Wide Settlement Agreements, Removing Certain Defendants from City of Santa Fe v. Purdue Pharma, et al. DNM No., 1:19-CV-001105.		
6. Adjourn	Adjourned at 2:21 pm	3

Minutes of the
Emergency Meeting of the Governing Body
Monday, March 7, 2022
Virtual Meeting

1. CALL TO ORDER

An Emergency Meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Alan Webber, Mayor, on Monday, March 7, 2022, at approximately 2:06 pm, as a virtual meeting.

2. ROLL CALL

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

Members Present
Mayor Alan Webber
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Michael Garcia
Councilor Christopher M. Rivera
Councilor Carol Romero-Wirth
Councilor Renee D. Villarreal

Members Excused

Other Participants Attending
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
John Blair, City Manager

3. APPROVAL OF AGENDA

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Cassutt to approve the agenda as presented.**

VOTE: **The motion was approved on a unanimous voice vote with:**

For: Mayor Webber, Councilor Cassutt, Councilor Chavez, Councilor L Garcia, Councilor M Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, and Councilwoman Villarreal.

Against: None.

4. MATTERS FROM THE CITY ATTORNEY

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

Attorney McSherry asked for a motion to go into executive session.

MOTION: **Councilor Rivera moved, seconded by Councilor Romero-Wirth to enter into executive session.**

VOTE: **The motion was approved on a unanimous voice vote with:**

For: Councilor Chavez, Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilwoman Villarreal, Councilor Cassutt and Mayor Webber.

Against: None.

The Governing Body entered into Executive Session at 2:11 pm.

The Governing Body returned from Executive Session at 2:18 pm.

MOTION: A motion was made by Councilor Rivera and seconded by Councilor Cassutt to reconvene in open session, and no action was taken during Executive Session and only the items noticed were discussed.

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

For: Councilor L. Garcia, Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilwoman Villarreal, Councilor Cassutt, Councilor Chavez, and Mayor Webber.

Against: None.

5. EXECUTIVE SESSION ACTION ITEMS

A. Approval of a New Mexico Opioid Allocation Agreement Between the State of New Mexico, City of Santa Fe, and Other Local Governments, in Relation of Distribution of Funds in Two, State-Wide Settlement

Agreements, Removing Certain Defendants from City of Santa Fe v. Purdue Pharma, et al. DNM No., 1:19-CV-001105.

MOTION: A motion was made by Councilor Rivera and seconded by Councilwoman Villarreal to approve the Executive Session Action Item.

For: Councilor M. Garcia, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth, Councilwoman Villarreal, Councilor Cassutt, Councilor Chavez, Councilor L. Garcia and Mayor Webber.

Against: None.

6. **ADJOURN**

The meeting was adjourned at 2:21 p.m.

Approved by:

_____
Mayor Michael J. Garcia

ATTESTED TO:

_____
Geralyn F. Cardenas, City Clerk

Respectfully submitted by:

_____
Geralyn F. Cardenas, City Clerk

Agenda

Governing Body - Study Session of the Governing Body
March 18, 2026 at 5:00 PM
City Councilors' Conference Room, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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.

1. Call to Order

2. Discussion Item

   a. City Procedural Rules/Municipal Code/State Statutes

   b. Discussion of City Committees

      1. Council Standing Committees
      2. Discussion of Committee Purposes, Meeting Frequency, Staff Resources Allocated, etc.
      3. Direction on Next Steps and or Additional Research

   c. Legislative Process Discussion

      1. Possible Changes to Process for Resolutions and Ordinances

   d. Prioritization of Legislative Matters/Policy Issues

      1. Map Governance Priorities to Specific Legislation
      2. How to Accommodate Fast-Track Funding Legislation
      3. Policy Prioritization

   e. Select Topic(s) and Date for Next Governing Body Study Session

3. Adjourn

Study sessions are held in a workshop format, to allow for collaborative discussion among the Governing Body and staff, without public comment or action by the Governing Body.

Per the New Mexico Open Meetings Act, this Study Session is noticed for public awareness. The City will not live stream these Study Sessions. The public is invited to view the Study Session in person.

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

SUMMARY OF ACTION
STUDY SESSION OF THE GOVERNING BODY
FRIDAY, JANUARY 23, 2026, 1:00 PM
CITY COUNCILORS' CONFERENCE ROOM, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:05 pm**	**2**
2.	**Presentations and Discussion**		
	a. City Procedural Rules/Municipal Code/State Statutes	**Presented**	**2**
	b. Discussion of City Committees		
	1. Council Standing Committees		
	2. Discussion of Committee Purposes, Meeting Frequency, Staff Resources Allocated, etc.		
	3. Direction on Next Steps and or Additional Research	**Presented**	**2-3**
	c. Legislative Process Discussion		
	1. Possible Changes to Process for Resolutions and Ordinances	**Presented**	**3**
	d. Prioritization of Legislative Matters/Policy Issues		
	1. Map Governance Priorities to Specific Legislation		
	2. How to Accommodate Fast-Track Funding Legislation		
	3. Policy Prioritization	**Presented**	**4**
	e. Select Topic(s) and Date for Next Governing Body Study Session	**Presented**	**4**
3.	**Adjourn**	**Adjourned at 7:25 pm**	**4**

STUDY SESSION OF THE GOVERNING BODY
WEDNESDAY, MARCH 18, 2026, 5:00 PM
CITY COUNCILORS' CONFERENCE ROOM, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The Study Session of the Governing Body was called to order by Mayor Garcia at 5:05 pm, on Wednesday, March 18, 2026, in the Councilors' Conference Room, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

MEMBERS PRESENT
Mayor Michael Garcia
Councilor Elizabeth Barrett
Councilor Paul Bustamante
Councilor Alma Castro
Councilor Amanda Chavez
Councilor Jamie Cassutt
Councilor Pilar Faulkner
Councilor Pat Feghali

MEMBERS EXCUSED
Councilor Lee Garcia

OTHERS PRESENT
Andrea Phillips, Deputy City Manager
Frank Ruybalid, Assistant City Attorney
Xavier Vigil, Assistant City Clerk
Marci Eannarino, Legislation Policy and Innovation Manager
Christine Spiers, Legislation Coordinator
Palmer Anderson, policy Analyst

2. PRESENTATION

A. CITY PROCEDURAL RULES/MUNICIPAL CODE/STATE STATUTES

Deputy City Manager Phillips described the minimum requirements of state statute and open meetings law. The procedural rules and municipal code can be modified by Governing Body if they decide to change processes if the city meets these state requirements.

B. DISCUSSION OF STANDING COMMITTEES

The group discussed the number of councilor-attended meetings and responsibilities they have as elected officials, including council standing committees. The “part time wage” they are paid doesn’t correspond to these time responsibilities. Some councilors noted that the process of taking matters to standing committees feels unnecessary and repetitive. Staff time and resources in preparing for these meetings were discussed. Sometimes staff present the same item 2-4 times. Managing the committees, agendas/packet preparation and posting is additional workload for several city departments. Concern about balance of power was shared by Councilor Faulkner. She felt that the idea of standing committees is important-the legislative branch could provide a check on the “executive”. While this Mayor is very collaborative and the group works well together now, it may not be the same in the future.

Options for streamlining administrative matters (contracts, resolutions accepting grants or authorizing signature authority, etc.) were discussed. Could these items be placed on consent agenda and at a Governing Body regular meeting? That would provide an opportunity to pull items if needed for more discussion and a vote off consent agenda. The item could be postponed to a future GB meeting or sent to a committee, if needed.

A suggested new schedule of meetings for GB was discussed. In place of Standing Committees, the GB would hold regular meetings every second and fourth Wednesdays. First and/or third Wednesdays could serve as GB study sessions or special meetings. Presentations were discussed and whether they should occur at committee meetings or study sessions. Need to avoid long presentations and repeated presentations. All agreed that they should be kept to 10-15 minutes. Where possible, these should be given at Study Sessions. The group discussed whether land use cases could be heard on a specific day of the month.

C. LEGISLATIVE PROCESS DISCUSSION

The process was discussed of how various legislative matters are developed, prioritized and moves through from idea to adoption. A list of policy research topics and legislative requests by general topic was shared. All agreed that complex policy matters should be discussed as a group prior to drafting legislation. The group agreed that it would be helpful for the following to occur moving forward:

- Legislation and Policy Office will notify GB when they receive multiple policy/legislative requests on same or similar topic – triggers a study session.
- Post “orphans” when people leave office. 30 days triggers a purge of those items.
- Post “orphans” that are *required by code or statute* and first 4 councilors who volunteer will be sponsors.
- Prioritize time-sensitive items first, then use priorities from strategic goals to determine next pieces.
- Balance staff-initiated pieces of legislation with council priorities.

- **D. PRIORITIZATION OF LEGISLATIVE MATTERS/POLICY MATTERS**

See above.

E. SELECT TOPIC AND DATE FOR NEXT GOVERNING BODY STUDY SESSION

The group discussed topics for upcoming sessions. Deputy City Manager Phillips shared the FY27 budget preparation calendar, and all were on board. May 13, 2026 will be budget introduction and May 14-15, 2026, are set up for Budget Study Sessions. They agreed to review the budget book when it is delivered May 6, 2026, and develop questions to send in advance of budget study sessions so that staff can prepare information. April study session topic will be housing. The anticipated date for this will be in place of Public Works Standing Committee on April 20, 2026. Staff will verify this and confirm.
Follow-up tasks:

- Staff will review further an alternative path to bring back for Governing Body consideration. Should Governing Body wish to suspend (temporarily or permanently) a resolution and/or ordinance may be required. Staff will review what items must be heard by Standing Committees, as well as other statutory or municipal code requirements.

3. ADJOURN

There being no further discussion before the Governing Body, the Study Session adjourned at 7:25 pm.

Approved By:

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn F. Cardenas, City Clerk

Respectfully Submitted By:

ANDREA PHILLIPS (Mar 31, 2026 13:44:45 MDT)
_____
Andrea Phillips, Deputy City Manager

03-18-26 Governing Body Study Session

Final Audit Report 2026-03-31

Created:	2026-03-30
By:	GERALYN CARDENAS (gfcardenas@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI8HbyhG_y6-WVBnhJWOf3OUMu9YVKI5B

"03-18-26 Governing Body Study Session" History

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Agenda

Regular Meeting of the Governing Body
March 25, 2026 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.

Written Public Comment: Members of the public may submit written comments on legislation by clicking this link: https://santafenm.gov/city-clerk-1/meetings-minutes-and-agendas/governing-body-public-comment

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/84566758349

- 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 Chavez

3. Salute to the New Mexico Flag

    a. Councilor Feghali

4. Invocation and Rememberances

    a. Councilor Barrett

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

    a. Citizen Recognition for Courageous Action (Scott Ouderkirk, Interim Fire Chief; Santa Fe Fire Department; slouderkirk@santafenm.gov)

    b. 2026 Capital Outlay Requests and Analysis. (JD Bullington, Government Relations, LLC)

    c. Fiscal Year 2025 Audit Report. (Anrdrea K. Phillips, Deputy City Manager and Interim Finance Director; akphillips@santafenm.gov and Matthew Bonifer, Accounting Officer; mtbonifer@santafenm.gov and Alan D. A.J. Bowers Jr., Carr Riggs & Ingram, L.L.C.; Abowers@CRIadv.com)

9. Action Items: Consent Agenda

    a. Request for Approval of the March 11, 2026, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, Interim City Clerk; gfcardenas@santafenm.gov)

    Committee Review:
    Governing Body: 03/25/2026

    b. Request for Approval of a Lease Agreement with Mark A Lopez Development, to Operate a Retail Gift Shop and Hallway Displays at the Santa Fe Regional Airport in the Amount of $6,734.75 for the First Year with a 2.5% Yearly Increase, Plus a Gross Receipts Fee of 12% for an Initial Term of Five Years and Two Option Terms of Five Years Each. (Jimmy Gunn, jdgunn@santafenm.gov; Terry Lease, tjlease@santafenm.gov)

    Committee Review:
    Public Works and Utilities Committee: 03/16/2026
    Finance Committee: 03/23/2026
    Governing Body: 03/25/2026

    c. Request for Approval of Amendment No. 1 to Item # 24-0304 with New Mexico

Aging and Long-Term Services Department to Decrease the Compensation Amount by $72,000 for a New Total Amount of $241,120 for Volunteer Program Services. (Manuel Sanchez, Interim Community Services Department Director/Senior Services Division Director; mnsanchez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 03/16/2026
Finance Committee: 03/23/2026
Governing Body: 03/25/2026

d. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia) A Resolution Authorizing the Sale and Consumption of Beer and Hard Cider During the Party on the Pitch Soccer Tournament on May 30, 2026, Pursuant to Section 23-6.2(C) SFCC 1987. (Geralyn Cardenas, Interim City Clerk; gfcardenas@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/11/2026
Public Works and Utilities Committee: 03/16/2026
Governing Body: 03/25/2026

e. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia) Approving Budget Amendments and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's Second Quarter Budget Amendments for Fiscal Year 2026. (Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov, Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:
Governing Body: 03/11/2026
Public Works and Utilities Committee: 03/16/2026
Finance Committee: 03/23/2026
Governing Body: 03/25/2026

10. Action Items: Discussion Agenda

a. Request for Ratification of Aviation Grant Agreement #SAF-26-02 with the New Mexico Department of Transportation, Aviation Division in the Amount of $56,200 for the Reconstruct of the Electrical Vault at the Santa Fe Municipal Airport. (Jimmy Gunn, Interim Airport Manager; jdgunn@santafenm.gov)

Committee Review:
Governing Body: 03/25/2026

b. Request for Approval of Amendment No. 1 to Aviation Grant Agreement Item #25-0035 with the New Mexico Department of Transportation Aviation Division

to Increase Compensation by $61,933 for a New Total Amount of $1,296,856 for Reconstruction of the Terminal Apron. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,296,856 to Increase WIP Construction Fund Using NMDOT Funding for the Reconstruction of the Terminal Apron.

Committee Review:
Governing Body: 03/25/2026

c. Request for Ratification of a Notice of Intent to Disburse Law Enforcement Retention Funds from the New Mexico Department of Public Safety in the Total Amount of $104,783.97 for the Purpose of Providing Retention Differential Disbursements to Eligible Santa Fe Police Department Officers. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $104,783.97 from New Mexico Department of Public Safety to Police Incentives and Police FICA.

Committee Review:
Governing Body: 03/25/2026

11. Matters from the City Manager

12. Matters from the City Attorney

a. EXECUTIVE SESSION

In accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8), Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the Public Body of City-Owned Property at 2571 Cristo's Rd/Camino Entrada. (Marcos Martinez, Interim City Attorney; mdmartinez@santafenm.gov)

13. Executive Session Action Items

a. Discussion and Action Regarding the Disposition of City-Owned Property.

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

a. CONSIDERATION OF RESOLUTION NO. 2026-___. (Councilor Amanda

Chavez)
A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Office of the State Engineer Grant Agreement DSB-FY26-HHPD-01, to Plan and Design the Rehabilitation of McClure Dam. (Taylor Jurgens, Engineer, Water Division; trjurgens@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/25/2026
Public Works and Utilities Committee: 03/30/2026
Finance Committee: 04/01/2026
Governing Body: 04/07/2026

b. CONSIDERATION OF RESOLUTION NO. 2026-___. (Councilor Alma Castro)
A Resolution Approving the Consumption of Beer and Wine During Site Santa Fe's Annual Gala Dinner Event on July 1st, 2026, at The Ramada in the Railyard Park, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Geralyn F. Cardenas, Interim City Clerk; gfcardenas@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/25/2026
Quality of Life Committee: 04/01/2026
Governing Body: 04/07/026

c. CONSIDERATION OF RESOLUTION NO. 2026-___. (County Commissioner Lisa Cacari Stone, Mayor Michael Garcia, and Councilor Pilar Faulkner)
A Joint Resolution Recognizing the Value of Periodic Joint Meetings Between Santa Fe County and the City of Santa Fe and Establishing a Framework for Conducting Those Meetings. (Brian Moya, Interim City Manager; bjmoya@santafenm.gov)

Committee Review:
Governing Body (Introduced): 03/25/2026
Public Works and Utilities Committee: 03/30/2026
Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

17. Petitions from the Floor

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

a. CONSIDERATION OF BILL NO. 2026-8. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Alma Castro)
A Bill Amending Section 23-6, SFCC 1987 to Remove the Resolution Requirement for the Purpose of Approving Sales and Consumption of Alcohol

at Public Events on City Property and Requiring that Governing Body Approval Be Recorded in Regular Governing Body Minutes Upon the City Clerk's Recommendation for Approval. (Marci Eannarino, Legislation and Policy Innovation Manager; maennarino@santafenm.gov; Christine Spiers, Legislative Coordinator; cmspiers@santafenm.gov; Palmer Anderson, Policy Analyst; pcanderson@santafenm.gov)

Committee Review:
Governing Body (Introduction): 03/11/2026
Governing Body (Public Comment): 03/25/2026
Quality of Life Committee: 04/01/2026
Governing Body (Public Hearing): 04/29/2026

b. CONSIDERATION OF BILL NO. 2026-5. ADOPTION OF ORDINANCE NO. 2026-____.(Councilor Amanda Chavez and Councilor Pilar Faulkner)
A Bill Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement By and Between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe, New Mexico (the "Borrower/Grantee"), in the Total Amount of $2,500,000, Including a Loan in the Amount of $1,000,000 Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Designing McClure Dam to the Outlet Conduit and Spillway, Including Related Work and Revisions, and Solely in the Manner Described in the Loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely From the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together with Other Funds Available to the Borrower/Grantee; is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Loan/Grant Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Ordinance; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator; aghook@santafenm.gov)

Committee Review:
Governing Body (Introduction): 03/11/2026
Governing Body (Public Comment): 03/25/2026
Public Works and Utilities Committee: 03/30/2026
Finance Committee: 04/06/2026
Governing Body (Public Hearing): 04/29/2026

19. Final Action on Legislation (Public Hearing)

a. CONSIDERATION OF BILL NO. 2026-02. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garcia)
A Bill Amending SFCC 1987, Section 11-13 to Expand Exemptions Permitted by NMSA 1978, Sections 13-1-98 Through 13-1-98.2, Including Certain

Purchase Types and Legal Service Types; Adding Exemptions for Certain Prepayment Required Items, Not Exceeding $100,000 and for Lobbying Services Representing the City of Santa Fe's Interests; Requiring the Procurement Manual to be Adopted by Resolution; Establishing an Eight-Year Maximum Term for Professional Service Contracts; Authorizing the Chief Procurement Officer to Approve Purchase Orders and to Approve the Use of Requests for Applications; Adopting Construction Manager at Risk Delivery Method Procedures; Modifying Certain Amounts Listed in NMSA 1978, Section 13-1-125; Authorizing the City Manager to Approve Contract Amendments that Do Not Materially Alter the Scope of Work. (Travis Dutton-Leyda, Purchasing Officer; tkduttonleyda@santafenm.gov)

Committee Review:
Governing Body (Introduced): 02/11/2026
Governing Body (Public Comment): 02/25/2026
Public Works and Utilities Committee: 03/02/2026
Quality of Life Committee: 03/04/2026
Finance Committee: 03/09/2026
Governing Body: 03/25/2026

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

21. Appointments

    a. Appointment of Marcos Martinez to City Attorney - Term Ending December 31, 2029

    b. Appointment of Geralyn Cardenas to City Clerk and Director of Community Engagement - Term Ending December 31, 2029

    c. Occupancy Tax Advisory Board

        - Michael Trujillo - Appointment (At-Large Member)

    d. Historic Districts Review Board

        - Joe Simmons - Appointment - Term Ending 01/2028

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, MARCH 25, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	**Call To Order**	**Convened at 5:00 pm**	**3**
2.	**Pledge of Allegiance**	**Councilor Chavez**	**3**
3.	**Salute to the NM Flag**	**Councilor Feghali**	**3**
4.	**Invocation and Remembrances**	**Councilor Barrett**	**3**
5.	**Roll Call**	**Quorum**	**3-4**
6.	**Approval of Agenda**	**Approved**	**4**
7.	**Approval of Consent Agenda**	**Approved**	**4**
8.	**Presentations**		
	a. Recog. Courageous Action	**Given**	**4**
	b. 2026 Capital Outlay	**Given**	**4**
	c. FY 25 Audit Report	**Given**	**4-5**
9.	**Action Items: Consent Agenda**	**Approved**	**4-5**
10.	**Action Items: Discussion Items**		
	a. Grant Agreement	**Approved**	**5**
	b. Amendment No. 1	**Approved**	**6**
	c. Ratification	**Approved**	**6-7**
11.	**Matters from the City Manager**	**None**	**7**
12.	**Matters from the City Attorney**	**Heard**	**7**
	Executive Session	**Held**	**7-8**
13.	**Executive Session Action Items**		
	a. City Owned Property	**No Action**	**8**
14.	**Matters from the City Clerk**	**Heard**	**8**
15.	**Comm. From Gov. Body**	**Heard**	**8**

17.	**Petitions From The Floor**	**Heard**	**9**
16.	**Introduction of Legislation**		
	a. Resolution No. 2026-_____	**Introduced**	**9-10**
	b. Resolution No. 2026-_____	**Introduced**	**10**
	c. Resolution No. 2026-_____	**Introduced**	**10**
18.	**Public Comments on Bills**		
	a. Bill No. 2026-08	**Heard**	**10-11**
	b. Bill No. 2026-05	**Heard**	**11**
19.	**Final Action on Legislation**		
	a. Bill No. 2026-02	**Approved**	**11-12**
20.	**Public Hearings**	**None**	**12**
21.	**Appointments**		
	a. City Attorney	**Approved**	**12**
	b. City Clerk	**Approved**	**12-13**
	c. Occupancy Tax Bd.	**Approved**	**13**
	d. Historic Districts Bd.	**Approved**	**13**
22.	**Adjourn**	**Adjourned at 7:55 pm**	**13-14**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, MARCH 25, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The meeting of the Governing Body was called to order by Mayor Garcia, at 5:00 pm, on Wednesday, March 25, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR CHAVEZ

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR FEGHALI

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR BARRETT

Given.

5. ROLL CALL

MEMBERS PRESENT
Councilor Jamie Cassutt
Councilor Alma Castro
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Pilar Faulkner
Councilor Patricia Feghali
Councilor Elizabeth Barrett
Councilor Paul Bustamante
Mayor Michael Garcia

OTHERS PRESENT

Andrea Phillips, Deputy City Manager and Interim Finance Director
Marcos Martinez, Interim City Attorney
Geralyn Cardenas, Interim City Clerk
Marcie Eannarino, Manager, Legislation and Policy innovation
Elizabeth Martin, Stenographer

6. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Chavez, seconded by Councilor Faulkner, to approve the agenda as presented.

VOTE The motion passed on a voice vote.

7. APPROVAL OF CONSENT AGENDA

MOTION A motion was made by Councilor Chavez, seconded by Councilor Bustamante, to approve the consent agenda as amended.

VOTE The motion passed on a voice vote.

8. PRESENTATIONS

A. CITIZEN RECOGNITION FOR COURAGEOUS ACTION

Recognition was given to Ron Johnson.

B. 2026 CAPITAL OUTLAY REQUESTS AND ANALYSIS

Given.

C. FISCAL YEAR 2025 AUDIT REPORT.

Presented.

9. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE MARCH 11, 2026, REGULAR GOVERNING BODY MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF A LEASE AGREEMENT WITH MARK

A. LOPEZ DEVELOPMENT, TO OPERATE A RETAIL GIFT SHOP AND HALLWAY DISPLAYS AT THE SANTA FE REGIONAL AIRPORT IN THE AMOUNT OF $6,734.75 FOR THE FIRST YEAR WITH A 2.5% YEARLY INCREASE, PLUS A GROSS RECEIPTS FEE OF 12% FOR AN INITIAL TERM OF FIVE YEARS AND TWO OPTION TERMS OF FIVE YEARS EACH.

Approved on consent.

C. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO ITEM # 24-0304 WITH NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT TO DECREASE THE COMPENSATION AMOUNT BY $72,000 FOR A NEW TOTAL AMOUNT OF $241,120 FOR VOLUNTEER PROGRAM SERVICES.

Approved on consent.

D. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND HARD CIDER DURING THE PARTY ON THE PITCH SOCCER TOURNAMENT ON MAY 20, 2026, PURSUANT TO SECTION 23-6.2 C SFCC 1987.

Approved on consent.

E. CONSIDERATION OF RESOLUTION NO. 2026-_____. APPROVING BUDGET AMENDMENTS AND REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF SANTA FE'S SECOND QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2026.

Approved on consent.

10. ACTION ITEMS: DISCUSSION AGENDA

A. REQUEST FOR RATIFICATION OF AVIATION GRANT AGREEMENT #SAF-26-02 WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION, AVIATION DIVISION IN THE AMOUNT OF $56,200 FOR THE RECONSTRUCT OF THE ELECTRICAL VAULT IN THE SANTA FE MUNICIPAL AIRPORT.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Chavez, to approve the request.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

B. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO AVIATION GRANT AGREEMENT ITEM #25-0035 WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION AVIATION DIVISION TO INCREASE COMPENSATION BY $61,933 FOR A NEW TOTAL AMOUNT OF $1,296,856 FOR RECONSTRUCTION OF THE TERMINAL APRON.

1. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF $1,296,856 TO INCREASE WIP CONSTRUCTION FUND USING NMDOT FUNDING FOR THE RECONSTRUCTION OF THE TERMINAL APRON.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve the request.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

C. REQUEST FOR RATIFICATION OF A NOTICE OF INTENT TO DISBURSE LAW ENFORCEMENT RETENTION FUNDS FROM THE NEW MEXICO DEPARTMENT OF PUBLIC SAFETY IN THE TOTAL AMOUNT OF $104,783.97 FOR THE PURPOSE OF PROVIDING RETENTION DIFFERENTIAL DISBURSEMENTS TO ELIGIBLE SANTA FE POLICE DEPARTMENT OFFICERS.

1. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) IN THE TOTAL AMOUNT OF $104,738.97 FROM NEW MEXICO DEPARTMENT OF PUBLIC SAFETY TO POLICE INCENTIVES AND POLICE FICA.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Faulkner, to table this item.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

11. MATTERS FROM THE CITY MANAGER

None.

12. MATTERS FROM THE CITY ATTORNEY

A. IN ACCORDANCE WITH THE OPEN MEETINGS ACT, NMSA 1978, SECTION 10-15-1, SUBPART (H)(8), DISCUSSION OF THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY OR WATER RIGHTS BY THE PUBLIC BODY OF CITY-OWNED PROPERTY AT 2571 CRISTO'S RD/CAMINO ENTRADA.

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

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

Councilor Faulkner recused herself from the Executive Session and item 13.

The Governing Body entered into Executive Session at 6:14 pm.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Castro, to reconvene in open session and that no action was taken in Executive Session.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes.

The Governing Body reconvened in open session at 6:57 pm.

13. EXECUTIVE SESSION ACTION ITEMS

A. DISCUSSION AND ACTION REGARDING THE DISPOSITION OF CITY-OWNED PROPERTY.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Castro, to take no action on this item.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes.

14. MATTERS FROM THE CITY CLERK

Heard.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

MOTION A motion was made by Councilor Chavez, seconded by Councilor Cassutt, to move to item 17, Petitions From The Floor, as the next order of business.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

17. PETITIONS FROM THE FLOOR

Diana Vargas. Ms. Vargas said she is here on behalf of the Los Alamos Study Group. She spoke against expanded pit production.

Judith Gabriel. Ms. Gabriel spoke to an expanded budget to make life safer for people on bikes and pedestrians.

Phil Lucero. Mr. Lucero here to advocate for bike infrastructure in Santa Fe.

Aria Fuera. Ms. Fuera advocated for the passage of the maintenance Resolution.

John Pile. Mr. Pile spoke in favor of a part time coordinator position for bike and pedestrian issues.

Herbert Zeneka. Mr. Zeneka spoke in favor of protected bike lanes.

Chandler Moore. Mr. Moore said thank you for all of your involvement in community events and spoke to allocating more money to bike trails and using the bond money wisely with roads and bike lane striping.

Genevive Morgan. Ms. Morgan spoke biking in Santa Fe.

Cad Fillington. Mr. Fillington asked that vehicle laws be better enforced to make biking and pedestrian travel safer.

Hannah Burnam. Ms. Burnam spoke to necessary key investments in bike safety and pedestrian safety.

Elizabeth West. Ms. West spoke to getting the status of the Soldiers Monument.

Stephanie Beninato. Ms. Beninato spoke to IPRA requests and not getting responses from the City.

16. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION AUTHORIZING CITY OF SANTA FE REPRESENTATIVES AND AGENTS TO SIGN AGREEMENTS AND REQUESTS FOR PAYMENT REGARDING NEW MEXICO OFFICE OF THE STATE ENGINEER GRANT AGREEMENT DSB-FY26-JJPD-01, TO PLAN AND DESIGN THE REHABILITATION OF MCCLURE DAM.

Introduced.

B. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION APPROVING THE CONSUMPTION OF BEER AND WINE DURING SITE SANTA FE'S ANNUAL GALA DINNER EVENT ON JULY 1ST, 2026, AT THE RAMADA IN THE RAILYARD PARK, PURSUANT TO SUBSECTION 23-6.2 C SFCC 1987.

Introduced.

C. CONSIDERATION OF RESOLUTION NO. 2026-_____. A JOINT RESOLUTION RECOGNIZING THE VALUE OF PERIODIC JOINT MEETINGS BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE AND ESTABLISHING A FRAMEWORK FOR CONDUCTING THOSE MEETINGS.

Introduced.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Castro, to remove item 10 C from the table and make it the next order of business.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve Item 10 C.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

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

A. CONSIDERATION OF BILL NO. 2026-8. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL AMENDING SECTION 23-6, SFCC 1987 TO REMOVE THE RESOLUTION REQUIREMENT FOR THE PURPOSE OF APPROVING SALES AND CONSUMPTION OF ALCOHOL AT PUBLIC EVENTS ON CITY PROPERTY AND REQUIRING THAT GOVERNING BODY APPROVAL BE RECORDED IN REGULAR GOVERNING BODY MINUTES UPON THE CITY CLERK'S RECOMMENDATION FOR APPROVAL.

Elizabeth West. Ms. West said this seems to make sense.

Stephanie Beninato. Ms. Beninato said she is in favor of this.

B. CONSIDERATION OF BILL NO. 2026-5. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL AUTHORIZING THE EXECUTION AND

DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $2,500,000, INCLUDING A LOAN IN THE AMOUNT OF $1,000,000 EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF DESIGNING MCCLURE DAM TO THE OUTLET CONDUIT AND SPILLWAY, INCLUDING RELATED WORK AND REVISIONS, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN/GRANT AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN AMOUNT AND AN ADMINISTRATIVE FEE SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER/GRANTEE; CERTIFYING THAT THE LOAN/GRANT AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER/GRANTEE; IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN/GRANT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

There were no comments.

19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

A. CONSIDERATION OF BILL NO. 2026-02. A BILL AMENDING SFCC 1987, SECTION 11-13 TO EXPAND EXEMPTIONS PERMITTED BY NMSA 1978, SECTIONS 13-1-98 THROUGH 13-1-98.2, INCLUDING CERTAIN PURCHASE TYPES AND LEGAL SERVICE TYPES; ADDING EXEMPTIONS FOR CERTAIN PREPAYMENT REQUIRED ITEMS, NOT EXCEEDING $100,000 AND FOR LOBBYING SERVICES REPRESENTING THE CITY OF SANTA FE'S INTERESTS; REQUIRING THE PROCUREMENT MANUAL TO BE ADOPTED BY RESOLUTION; ESTABLISHING AN EIGHT-YEAR MAXIMUM TERM FOR PROFESSIONAL SERVICE CONTRACTS; AUTHORIZING THE CHIEF PROCUREMENT OFFICER TO APPROVE PURCHASE ORDERS AND TO APPROVE THE USE OF REQUESTS FOR APPLICATIONS; ADOPTING CONSTRUCTION MANAGER AT RISK DELIVERY METHOD PROCEDURES; MODIFYING CERTAIN AMOUNTS LISTED IN NMSA 1978, SECTION 13-1-125; AUTHORIZING THE CITY

MANAGER TO APPROVE CONTRACT AMENDMENTS THAT DO NOT MATERIALLY ALTER THE SCOPE OF WORK.

Stephanie Beninato. Ms. Beninato spoke about the legal fees and promoting mediation.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to approve Bill No. 2026-02.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

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

N**one.**

21. APPOINTMENTS

A. APPOINTMENT OF MARCOS MARTINEZ TO CITY ATTORNEY - TERM ENDING DECEMBER 31, 2029

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve the appointment of Marcos Martinez to City Attorney.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

B. APPOINTMENT OF GERALYN CARDENAS TO CITY CLERK AND DIRECTOR OF COMMUNITY ENGAGEMENT - TERM ENDING DECEMBER 31, 2029

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to approve the appointment of Geralyn Cardenas to City Clerk.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

C. OCCUPANCY TAX ADVISORY BOARD

- MICHAEL TRUJILLO - APPOINTMENT (AT-LARGE MEMBER)

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to approve the appointment.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

D. HISTORIC DISTRICTS REVIEW BOARD

-JOE SIMMONS - APPOINTMENT - TERM ENDING 01/2028

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Bustamante, to approve the appointment.

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

Councilor Chavez, yes; Councilor Cassutt, yes; Councilor Castro, yes; Councilor Barrett, yes; Councilor Bustamante, yes; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes.

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 7:55 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn F. Cardenas, City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
March 25, 2026

The Governing Body of the City of Santa Fe met in an executive session duly called on March 25, 2026, beginning at 6:19 p.m.

The following was discussed:

In accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8), Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the Public Body of City-Owned Property at 2571 Cristo's Rd/Camino Entrada. (Marcos Martinez, Interim City Attorney; mdmartinez@santafenm.gov)

PRESENT
Mayor Garcia
Councilor Barrett
Councilor Bustamante
Councilor Cassutt
Councilor Castro
Councilor Chavez
Councilor Feghali
Councilor Garcia

NOT PRESENT
Councilor Faulkner (Recused Herself)

STAFF PRESENT
Brian Moya, Interim City Manager
Andrea Philips, Deputy City Manager
Marcos Martinez, Interim City Attorney
Geralyn Cardenas, Interim City Clerk
Terry Lease, Asset Manager (Left at 6:26 p.m.)

There being no further business to discuss, the executive session was adjourned at 6:51 p.m.

Geralyn F. Cardenas, City Clerk/Director of Community Engagement

CITY OF SANTA FE

The Purchasing Memo

Date: February 25, 2026

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

From: Nancy Jimenez, Public Utilities Admin, Billing and Customer Service Div. Dir NLJ

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach

Subject: Utility Billing System Modernization Project

Vendor Name: ITSQuest, Inc.

Munis Vendor Number: 9036

ITEM AND ISSUE:

Public Utilities Division respectfully requests your review and approval to generate a purchase order with ITSQuest, Inc. NM State price agreement #40-00000-203-00027 in the total amount of $181,971.38 excluding tax for Utility Billing System Modernization Project. (Nancy Jimenez, Public Utilities Admin, Billing and Customer Service Division Director: nljimenez@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount $181,972 from the Public Utilities Cash Enterprise Fund to Public Utilities Admin Service Contracts for the Utility Billing Modernization Project with ITSQuest, Inc.

BACKGROUND AND SUMMARY:

The City of Santa Fe Public Utilities Department is advancing the Utility Billing System Modernization Project to replace the legacy platform with CIS Infinity. This initiative strengthens billing accuracy, operational efficiency, system integration, and long-term service reliability for utility customers.

The project is currently in the structured testing phase, focused on validating system functionality, data conversion accuracy, interface performance, and end-to-end workflow execution. Test scripts are being executed across functional areas to confirm that the system performs in accordance with defined business and technical requirements. In scoping the transition to ADVANCED we underestimated the amount of external testing that would be required. We thought we could do more testing internally but the burden on internal testers with their full-time job is too high.

Testing efforts include regression testing, scenario-based validation, data reconciliation, and defect documentation. Identified issues are tracked, prioritized, and resolved in coordination with implementation partners to ensure readiness for downstream phases and production deployment. We think approximately $241,268.95 will be required for external testing. We are starting with a small cooperative procurement with ITSQuest for testing things with City Manager approval and will follow with a larger cooperative procurement through committees to expand the amount.

To maintain testing momentum and avoid delays, the project requires supplementing city employees with temporary contract testers. This approach increases coverage capacity, supports sustained execution of test scripts, and ensures continuous review cycles without overextending existing staff. Supplemental contractor support enables efficient defect turnaround and helps maintain steady progress during this critical validation period.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: UTILITY / 511

Munis Org Name/Number: PU Admin / 5115501

Munis Object Name/Number: Svc Cntr / 510310

Budget Officer / Designee: Andy Hopkins **Date:** 03/09/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

Statewide Price Agreement 40-00000-203-00027 Temporary Administrative and Professional Staffing (GS-02F-006CA) Term Date December 9, 2024 – December 8, 2029

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 03/09/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Department Contract Administrator Contact Info: Amanda·Britt / apbritt@santafenm.gov/ x4355

ATTACHMENTS:

Budget Amendment Resolution (BAR)
Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Utility Customer Service	3/6/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Service Contracts	5110351	510310		181,972	
Transfer Out (ESD)	5100331	765511		39,816	
Transfer Out (Wastewater)	5000361	765511		38,250	
TransferOut (Water)	5050381	765511		103,906	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Transfer In (ESD)	5110351	665510		(39,816)	
Transfer In (Wastewater)	5110351	665500		(38,250)	
Transfer In (Water)	5110351	665505		(103,906)	
				$ 181,972	$ -

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

BAR is needed for the Utility Billing System Modernization Project "testers" from ITSQuest, Inc.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(38,250)
505	(103,906)
510	(39,816)
TOTAL:	(181,972)

Amanda Britt for Nancy Jimenez
Prepared By *{print name}* Date

3/9/26
Division Director Signature *{optional}* Date

3/9/26
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 03/09/2026
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

Docusign Envelope ID: 81D3CB7B-399C-45C1-87EB-2949AA3295E1

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000051320
ITS Quest, Inc.
4505 82nd Street, Suite 3
Lubbock TX 79424

Contact: Jeff Reagan
Email: jeffreagan@itsquest.com
Telephone No.: (806) 928-7934

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

Number: **40-00000-23-00027**

Amendment No.: **One**

Term: **October 6, 2023-December 8, 2026**

MJ

Procurement Specialist: **Mikayla Trujillo**

Telephone No.: **(505) 469-1092**

Email: **Mikayla.Trujillo@gsd.nm.gov**

Title: **Temporary Administrative and Professional Staffing (GS-02F-006CA)**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 9, 2024 to December 8, 2026 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 12/3/2024

VL

docusign

Certificate Of Completion

Envelope Id: 81D3CB7B399C45C187EB2949AA3295E1
Status: Completed
Subject: Please DocuSign: 40-00000-23-00027 Temporary Administrative and Professional Staffing A001
Source Envelope:
Document Pages: 1
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Mikayla Trujillo
1100 S Saint Francis Dr
Santa Fe, NM 87502
mikayla.trujillo@gsd.nm.gov
IP Address: 164.64.62.10

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Status: Original
12/3/2024 9:53:16 AM
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mikayla.trujillo@gsd.nm.gov
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Pool: General Services Department
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/3/2024 10:02:39 AM Viewed: 12/3/2024 10:06:54 AM Signed: 12/3/2024 10:07:01 AM
Mikayla Trujillo mikayla.trujillo@gsd.nm.gov Procurement Specialist II GSD/SPD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	MJ Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/3/2024 10:07:02 AM Viewed: 12/3/2024 11:31:17 AM Signed: 12/3/2024 11:31:24 AM
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	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/3/2024 11:31:26 AM Viewed: 12/3/2024 1:08:56 PM Signed: 12/3/2024 1:09:00 PM

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	12/3/2024 10:02:39 AM
Certified Delivered	Security Checked	12/3/2024 1:08:56 PM
Signing Complete	Security Checked	12/3/2024 1:09:00 PM
Completed	Security Checked	12/3/2024 1:09:00 PM
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.

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000051320
ITS Quest, Inc.
4505 82nd Street, Suite 3
Lubbock TX 79424

Email: jeffreagan@itsquest.com
Telephone No.: (806) 928-7934

Price Agreement Number: **40-00000-23-00027**

Payment Terms: **See Contract**

F.O.B.: **Destination**

Delivery: **N/A**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As requested at time of order

Procurement Specialist: **Yuliastuti Wulandari**

Telephone No.: **(505) 469-2248**

Email: **Yuliastuti.Wulandari@gsd.nm.gov**

Title: **Temporary Administrative and Professional Staffing (GS-02F-006CA)**

Term: **October 6, 2023 - December 8, 2024**

This Price Agreement is made subject to the "terms and conditions" shown on subsequent pages, and as indicated in this Price Agreement.

Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 10/6/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Inspection:**

a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.

8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being

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provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. **Nondiscrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

11. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, impose civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. **Items:** All supplied items are to be NEW and of most current production, unless otherwise specified.

13. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. **Workers' Compensation:** The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. **Subcontracting:** The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds $250,000 dollars.

B. Vendor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of the location of Vendor's office or offices; and

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(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the Price Agreement.

Article III – Conformance With Terms and Conditions
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause
Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the

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immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Article XI -- Applicable Law
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

Article XII – Supremacy Clause
In the event of any conflict between the terms and conditions of this present agreement and the terms and conditions of any agreement made subsequent and related to this agreement or made pursuant to this agreement, including but not limited to any work orders, service agreements, orders, etc., this present agreement's terms and conditions shall govern.

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-23-00027

Establish a Statewide Price Agreement based on GSA Contract # **GS-02F-006CA** for **Temporary Administrative and Professional Staffing**.

This Statewide Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list. State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to SPD for all sales and/or services, other revenues including commissions, and fees charged under this GSA, subtotaled by procuring agency name, in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@gsd.nm.gov

The quarterly report shall include the gross total sales for the quarter; zero sales during the quarter shall be reported, and partial quarters at the beginning or end of the contract term shall also be reported. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales and other revenues derived from the New Mexico state agencies and local public bodies for the period. The Vendor shall indicate the contract number **SWPA #40-00000-23-00027 on the remittance**.

Send payment of fees through U.S. Mail or Courier Delivery:

New Mexico State Purchasing Division
P.O. Box 6850
Santa Fe, New Mexico 87502

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	Ea.	**Temporary Administrative and Professional Staffing**	**See GSA Price list**

* ** 1 Item Awarded***

DocuSign

Certificate Of Completion

Envelope Id: 999541D9A8F04B5B8B30AAAFF168EBA0
Status: Completed
Subject: 40-00000-23-00027 Temporary Administrative Staffing 1224.docx
Source Envelope:
Document Pages: 6 Signatures: 1
Certificate Pages: 5 Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Natalie Martinez
1100 S Saint Francis Dr
Santa Fe, NM 87502
Natalie.Martinez1@gsd.nm.gov
IP Address: 172.59.0.18

Record Tracking

Status: Original
10/5/2023 6:21:45 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Natalie Martinez
Natalie.Martinez1@gsd.nm.gov
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 172.59.0.18	Sent: 10/5/2023 6:24:23 PM Viewed: 10/5/2023 6:24:33 PM Signed: 10/5/2023 6:24:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 10/5/2023 6:24:44 PM Viewed: 10/6/2023 9:33:54 AM Signed: 10/6/2023 9:34:05 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

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	10/5/2023 6:24:23 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	10/6/2023 9:33:54 AM
Signing Complete	Security Checked	10/6/2023 9:34:05 AM
Completed	Security Checked	10/6/2023 9:34:05 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.

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ITSQUEST STAFFING

7710 Milwaukee Ave. #300
Lubbock, TX 79424
(806) 785-9100
Fax (806) 785-1912
www.itsquest.com

General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

Multiple Award Schedule Consolidation A907, Refresh 30
Contract Number 47QRAA15D0002

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The internet address for GSA Advantage! is http://www.gsaadvantage.gov.

Contract Number:	47QRAA15D0002
Contract period:	December 9th, 2014 through December 8th, 2029
Contractor:	ITSQuest, Inc. 4505 82nd St., Ste. 3 Lubbock, TX, 79424 (806) 785-9100 (806) 785-1912 (fax) www.itsquest.com
Contact:	Mr. Jeff Reagan 4505 82nd St., Ste. 3 Lubbock, TX, 79424 (806) 785-9100 (806) 785-1912 (fax) jeffreagan@itsquest.com
Business Size:	Small Disadvantaged Woman Owned Business

ITSQUEST STAFFING

Customer Information:

1a. Table of awarded Special Item Numbers

SIN	Description
561320	Temporary Staffing

1b. Lowest priced model number and lowest unit price for each SIN: N/A

1c. HOURLY RATES AND DESCRIPTION OF ALL CORRESPONDING COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY AND EDUCATION: All hourly rates shown are firm fixed price. See the following price list for hourly rates by location and labor category. See the Job Descriptions provided after the pricing information.

2. Maximum order: $100,000.00 (as a negotiation breakpoint only, sales unlimited)

3. Minimum order: $100.00

4. Geographic coverage (delivery area): The preponderance of work location has been identified as: Bernalillo County, NM, Wage Determination No. 2015-5443, **Revision 19, dated 12/27/2022.**

5. Points of production: N/A

6. Discount from list prices or statement of net price:
Government Net Prices (discounts already deducted). All prices include the required 0.75% GSA FSS Industrial Funding Fee which is paid to GSA quarterly based on sales activity.

7. Quantity discounts: 1% discount on orders >$100,000.00.

8. Prompt payment terms: 1% Net 10 days; Net 30

9a. Government purchase cards are accepted at or below the micro-purchase threshold: Accepted

9b. Government purchase cards are accepted at or above the micro-purchase threshold: Accepted

10. Foreign Items: N/A

11a. Time of delivery: N/A

11b. Expedited delivery: N/A

11c. Overnight and 2-day delivery: N/A

11d. Urgent requirements: Agencies can contact Jeff Reagan at (806) 785-9100 to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB point(s): N/A

13. Ordering addresses: Mr. Jeff Reagan, 7710 Milwaukee Ave. #300, Lubbock, TX 79424

14. Payment address(es): ITSQuest, Inc., 7710 Milwaukee Ave. #300, Lubbock, TX 79424

15. Warranty provision: N/A

16. Export packing charges: N/A

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micropurchase level): N/A

18. Terms and conditions of rental, maintenance, and repair: N/A

19. Terms and conditions of installation: N/A

20. Terms and conditions of repair parts: N/A

20a. Terms and conditions for any other services: N/A

21. List of service and distribution points: N/A

22. List of participating dealers: N/A

23. Preventive maintenance: N/A

24a. Special attributes such as environmental attributes: N/A

24b. Section 508 compliance information for EIT: N/A

25. Data Universal Number System (DUNS) number: 126538649

26. Notification regarding registration in System for Award Management (SAM) database: Contractor has an Active Registration in the CCR database.

ITSQUEST STAFFING

Quantity/Volume Discount:	**1% discount on orders exceeding the maximum dollar threshold**
Locations Offered:	**Any location listed in SCA Wage Index Matrix**
Preponderance of Work Location:	**Bernallilo, NM**
Minimum Order:	**$100**
Maximum Order:	**$100,000 (as a negotiation breakpoint only), sales unlimited**
F.O.B. Shipping Terms:	**Per task order**
Delivery Time:	**Not applicable**
Prompt Payment:	**1% Net 10 days, Net 30**
Warranty:	**None**
Other Concessions:	**1% Net 10**

Multiple Award Schedule Consolidation A907, Refresh 30

CONTRACTOR:	**ITSQuest, Inc.**
CONTRACT NUMBER:	**47QRAA15D0002**
CONTRACT PERIOD:	**December 9th, 2014 through December 8th, 2029**
CONTACT:	**Mr. Jeff Reagan** **4505 82nd St., Ste. 3** **Lubbock, TX 79424** **(806) 785-9100** **jeffreagan@itsquest.com**

ITSQUEST STAFFING

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Administrative, Management, and Clerical Occupations	
Accounting Clerk I	$26.31
Accounting Clerk II	$28.96
Accounting Clerk III	$31.82
Administrative Assistant	$43.80
Court Reporter	$41.11
Data Entry Operator I	$23.13
Data Entry Operator II	$24.80
Dispatcher, Motor Vehicle	$28.85
Document Preparation Clerk	$27.43
Duplicating Machine Operator	$27.43
General Clerk I	$22.40
General Clerk II	$24.00
General Clerk III	$26.36
Housing Referral Assistant	$31.89
Messenger/Courier*	$25.23
Order Clerk I	$25.90
Order Clerk II	$27.84
Personnel Assistant I	$28.00
Personnel Assistant II	$30.77
Personnel Assistant III	$33.74
Production Control Clerk	$41.21
Scheduler, Maintenance	$26.53
Secretary I	$26.53
Secretary II	$29.10
Secretary III	$31.89
Service Order Dispatcher	$26.28
Supply Technician	$43.80
Receptionist	$24.80
Travel Clerk I	$25.77
Travel Clerk II	$27.44
Travel Clerk III	$28.88
Word Processor I	$25.49
Word Processor II	$28.03
Word Processor III	$30.79
Automatic Data Processing and IT Occupations	
Computer Operator I	$27.95

ITSQUEST STAFFING

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Computer Operator II	$30.71
Computer Operator III	$33.68
Computer Operator IV	$36.89
Computer Operator V	$40.48
Computer Programmer I**	$40.93
Computer Programmer II**	TBD
Computer Programmer III**	TBD
Computer Programmer IV**	TBD
Computer Systems Analyst I**	TBD
Computer Systems Analyst II**	TBD
Computer Systems Analyst III**	TBD
Peripheral Equipment Operator	$27.95
Personal Computer Support Technician	$36.89
General, Trade, Facility Services, and Support Occupations	
Mobile Equipment Servicer	$24.81
Cleaner, Vehicles*	$22.04
Gardener	$32.97
Janitor*	$21.35
Laborer, Grounds Maintenance	$24.33
Roadside Litter Crew	$35.00
Maid or Houseman*	$19.75
Tractor Operator	$30.06
Trail Maintenance Worker	$24.33
Forklift Operator	$33.85
Material Coordinator	$41.61
Material Expediter	$41.61
Material Handling Laborer	$23.76
Order Filler	$24.49
Production Line Worker (Food Processing)	$33.85
Shipping Packer	$26.67
Shipping Receiving Clerk	$26.67
Store Worker I*	$18.74
Stock Clerk	$27.33
Tools and Parts Attendant	$33.85
Warehouse Specialist	$33.85
Fabric Worker	$32.22
General Maintenance Worker	$28.84

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Ground Support Equipment Mechanic	$47.90
Ground Support Equipment Servicer	$38.47
Ground Support Equipment Worker	$41.61
Heating, Ventilation, and Air-Conditioning Mechanic	$38.87
Instrument Mechanic	$52.86
Laborer	$23.76
Locksmith	$34.54
Baggage Inspector	$22.86
Corrections Officer	$30.69
Court Security Officer	$31.51
Detention Officer	$30.69
Guard I	$22.86
Guard II	$24.99
Driver Courier	$25.07
Information & Arts, Education & Training, and Miscellaneous Occupations	
Baker	$22.36
Cook I*	$22.36
Cook II	$25.97
Dishwasher*	$20.49
Food Service Worker*	$20.29
Waiter/Waitress*	$18.18
Exhibits Specialist I	$33.40
Exhibits Specialist II	$40.20
Exhibits Specialist III	$48.13
Library Technician	$28.93
Media Specialist I	$27.37
Media Specialist II	$30.13
Media Specialist III	$32.91
Photographer I	$28.21
Photographer II	$30.79
Photographer III	$36.78
Photographer IV	$40.61
Photographer V	$48.11
Video Teleconference Technician	$32.17
Cashier*	$19.87
Desk Clerk*	$20.76

ITSQUEST STAFFING

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Sales Clerk	$22.47
Technical, Scientific, Legal, Medical, Protective, and Professional Occupations	
Accountant I	$35.68
Accountant II	$42.10
Accountant III	$46.02
Administrative Operations Manager I	$38.35
Administrative Operations Manager II	$42.90
Auditor I	$39.96
Auditor II	$47.10
Auditor III	$55.30
Community Engagement Coordinator	$26.54
Compliance Officer	$46.21
Contract Specialist I	$34.25
Contract Specialist II	$41.03
Contract Specialist III	$49.23
Desktop Publisher	$32.46
Drafter/CAD Operator I	$30.30
Drafter/CAD Operator II	$33.39
Drafter/CAD Operator III	$36.68
Drafter/CAD Operator IV	$42.78
Engineering Technician I	$27.06
Engineering Technician II	$29.77
Engineering Technician III	$32.73
Engineering Technician IV	$39.41
Engineering Technician V	$47.13
Engineering Technician VI	$56.01
Financial Analyst	$54.22
Generalist I	$38.99
Generalist II	$42.29
Investigation Case Worker	$49.44
Investigator	$46.21
Market Research Analyst	$54.00
Oil & Gas Royalty Consultant	$85.00
Program Analyst	$57.50
Program Manager	$56.47
Project Assistant	$42.46

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Project Manager	$63.10
Researcher	$38.95
Security Guard I (Unarmed)	$34.99
Security Guard II (Unarmed)	$48.25
Senior Case Manager	$21.99
Capital Fund Administrator	$59.60
Engineering Technician Supervisor II	$68.86
Engineering Supervisor III	$81.85
Engineer Graduate	$59.63
Management Analyst I	$49.05
Management Analyst II	$52.62
Management Analyst III	$60.47
Scientist ESAA	$90.08
Program Coordinator I	$97.58

* On September 16, 2015, the Department of Labor published a Notice in the Federal Register to announce that, beginning January 1, 2016, the Executive Order 13658 minimum wage rate is increased to $10.15 per hour. This Executive Order minimum wage rate generally must be paid to workers performing work on or in connection with covered contracts. Additionally, beginning January 1, 2016, tipped employees performing work on or in connection with covered contracts generally must be paid a minimum cash wage of $5.85 per hour. Questions relating to the Executive Order and/or these wage rates may be directed to the Government Contracts Division at (202) 693-0064.

**Computer Employees: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications;
2) The design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
3) The design, documentation, testing, creation, or modification of computer programs related to machine operating systems; or
4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

ITSQUEST STAFFING

LABOR CATEGORY DESCRIPTIONS

01000 ADMINISTRATIVE SUPPORT AND CLERICAL OCCUPATIONS

01010 ACCOUNTING CLERK (Occupational Base)
The Accounting Clerk performs one or more accounting tasks such as; posting to registers and ledgers; balancing and reconciling accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents. In addition, tasks include; assigning prescribed accounting distribution codes; examining and verifying the clerical accuracy of various types of reports, lists, calculations, and postings.

This position is responsible for preparing journal vouchers; making entries of adjustments to accounts; and working with spreadsheets. Level I requires a basic knowledge of routine clerical methods, office practices and procedures as they relate to the clerical processing and recording of transactions. Levels II and III require a knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system, or a segment of an accounting system where there are few variations in the types of transactions handled. In addition, most jobs at each level will require a basic knowledge and understanding of the terminology, codes, and processes used in an automated accounting system.

01011 ACCOUNTING CLERK I
This position is responsible for performing one or more routine accounting clerical operations such as: examining, verifying, and correcting various accounting documents to ensure completeness and accuracy of data in accordance to accounting procedures. Specific tasks/duties are assigned under adequate supervision. Entry-level reconciliation and posting will be assigned under detailed guidance. In most instances, an employee in this position will rely on the supervisors' instructions. Completed work will be reviewed for accuracy and compliance with procedures. Accounting Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01012 ACCOUNTING CLERK II
This position uses knowledge of double entry bookkeeping in performing one or more of the following: posting actions to journals, identifying subsidiary accounts affected, making debit and credit entries, and assigning proper codes. The Accounting Clerk II may review computer printouts against manually maintained journals, detect and correct erroneous postings, and prepare documents to adjust accounting classifications and other data, or review lists of transactions rejected by an automated system. In this instance, the Accounting Clerk II will determine reasons for rejections, and prepare necessary correcting material. On routine assignments, an employee will select and apply established procedures and techniques. Detailed instructions are provided for difficult or unusual assignments. Completed work and methods used, are reviewed for technical accuracy. Accounting Clerk II requires a high school diploma or high school equivalent plus one year of related experience.

01013 ACCOUNTING CLERK III
Accounting Clerk III maintains journals or subsidiary ledgers of an accounting system and balances and reconciles accounts. Typical duties include one or both of the following: 1.) reviewing invoices and statements verifying information, ensuring sufficient funds have been obligated, and if questionable, resolving with the submitting unit determining accounts involved. The review will include coding transactions, and processing material through data processing for application in the accounting system; 2.) analysis and reconciliation of computer printouts with operating unit reports (contacting units, researching causes of discrepancies, and taking action to ensure that accounts balance). Supervisor provides suggestions for handling unusual or non- recurring transactions. Conformance with requirements and technical soundness of completed work are reviewed by the supervisor or are controlled by mechanisms built into the accounting processes. Accounting Clerk III requires a high school diploma or high school equivalent plus two years of related experience.

01020 ADMINISTRATIVE ASSISTANT
In addition to secretarial duties (filing, taking phone calls, scheduling appointments, making travel arrangements), this position will provide administrative support to executive staff with office management responsibilities to include budgeting, personnel records and payroll. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials. Administrative Assistant requires a high school diploma or high school equivalent and 0 years of experience.

01040 COURT REPORTER
This position records examination, testimony, judicial opinions, judge's charge to jury, judgment or sentence of court, or other proceedings in a court of law by manual or machine shorthand. The Court Reporter reads portions of transcript during trial at the judge's request and asks speakers to clarify inaudible statements. The Court Reporter transcribes recorded material using a typewriter or dictates material into a recording machine. Court Reporter requires a high school diploma or high school equivalent and 0 years of experience.

01050 DATA ENTRY OPERATOR (Occupational Base)
This position operates keyboard-controlled data entry devices such as a computer, key-operated magnetic tape, or disc encoder to transcribe data into a format suitable for computer processing. The job requires skill in operating an alphanumeric keyboard, and an understanding of transcribing procedures and relevant data entry equipment. Positions are classified into levels based on the following definitions:

01151 DATA ENTRY OPERATOR I
This position works under close supervision and follows specific procedures or detailed instructions. The Data Entry Operator I works from various standardized source documents that have been coded and require little or no selecting, coding or interpreting of data. Problems such as erroneous items and codes, or missing information are resolved at the supervisory level. Work is routine and repetitive. Data Entry Operator I requires a high school diploma or high school equivalent and 0 years of experience.

01152 DATA ENTRY OPERATOR II
This position requires the application of experience and judgment in selecting procedures to be followed, and searching for interpreting, selecting, or coding items to be entered from a variety of document sources. The Data Entry Operator II may occasionally perform routine work as described for Data Entry Operator I. Data Entry Operator II requires a high school diploma or high school equivalent plus one year of related experience.

Excluded are operators above Level II using the key entry controls to access, read, and evaluate the substance of specific records to take substantive actions, or to make entices requiring a similar level of knowledge.

01060 DISPATCHER, MOTOR VEHICLE (Motor Vehicle Utilization Assistant)
This position is responsible for the assignment of motor vehicles and drivers for conveyance of freight or passengers, and compiles lists of available vehicles. The assignment of vehicles is determined by factors such as length and purpose of trip, freight or passenger requirements, and preference of user. Additional responsibilities include the issuance of keys, record sheets, and driver credentials. The Dispatcher records time of departure, destination, cargo, expected time of return and investigates overdue vehicles. The Dispatcher may confer with customers to expedite or locate missing, misrouted, delayed or damaged merchandise, maintain record of mileage, fuel used, repairs made, and other expenses. The Dispatcher may establish service or delivery routes, supervise loading and unloading, issue equipment to drivers, (such as hand trucks, dollies, and 4 blankets), direct activities of drivers, assign helpers to drivers, work at vehicle distribution centers, and assign vehicles to customer agencies. Dispatcher requires a high school diploma or high school equivalent and 0 years of experience.

01070 DOCUMENT PREPARATION CLERK (Document Preparer)
This position prepares documents such as brochures, books, periodicals, catalogs, and pamphlets for copying or photocopying. The Document Preparation Clerk cuts documents into individual standardized pages, using a paper cutter or razor knife. Document pages are reproduced as necessary to improve clarity or to adjust the standardized page size according to the limitations of the designated copy machine. The Document Preparation Clerk stamps standard symbols on pages or inserts instruction cards to notify Duplicating Machine Operator of special handling, prepares cover sheets and document folders for material, and index cards for files, and files folder according to index code and copies priority schedule. Document Preparation Clerk requires a high school diploma or high school equivalent and 0 years of experience.

01090 DUPLICATING MACHINE OPERATOR (Photocopy Machine Operator; Reproduction Worker)
This position operates one or more photocopying, photographic, mimeograph and duplicating office machines to make copies of documents such as letters, reports, directives, manuals, articles and bulletins. Additional responsibilities include: operating small binding machines, performing clerical duties associated with the request for printing and photographic services, preparing assembly sheets, printing requisitions with specifications for printing and binding, recording, delivering and collecting work. The

Duplicating Machine Operator performs minor repairs preventive maintenance, and maintains an inventory of supplies and reproduction equipment paying particular attention to important variables indicated by trade name of machine. Duplicating Machine Operator requires a high school diploma or high school equivalent and 0 years of experience.

01110 GENERAL CLERK (Occupational Base)
The General Clerk follows clearly detailed procedures in performing simple repetitive tasks in the same sequence. Responsibilities would include filing pre-coded documents in a chronological file, or operating office equipment, (e.g., mimeograph, photocopy, addressograph or mailing machine).

01111 GENERAL CLERK I
This position follows clearly detailed specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documents in an extensive alphabetical file; could involve simple posting to individual accounts, opening mail, calculating and posting charges to departmental accounts, operating basic office equipment, e.g., photocopier, facsimile, multi-line phone/voicemail systems, mailing machines, and minimal computer programs. Little or no subject-matter knowledge is required, but the clerk uses his or her own judgment in choosing the proper procedure for each task. General Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01112 GENERAL CLERK II
This position requires familiarity with the terminology of the office unit. The General Clerk selects appropriate methods from a wide variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others. General Clerk II requires a high school diploma or high school equivalent plus one year of related experience.

01113 GENERAL CLERK III
This position uses some subject-matter knowledge and judgment to complete assignments consisting of numerous steps varying in nature and sequence. The General Clerk III selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records (stored both manually and electronically); verifying statistical reports for accuracy and completeness; compiling information; and handling and adjusting complaints.

The General Clerk III may also direct lower-level clerks. Positions above level IV are excluded. Such positions (which may include supervisory responsibility over lower-level clerks) require workers to use a thorough knowledge of an office's work and routine to: 1) choose among widely varying methods and procedures to process complex transactions; and 2) select or devise steps necessary to complete assignments. Typical jobs covered by this exclusion include administrative assistants, clerical supervisors, and office managers. General Clerk III requires a high school diploma or high school equivalent plus two years of

related experience.

01120 HOUSING REFERRAL ASSISTANT
This position provides housing information to an organization's employees moving to a new location. The Housing Referral Assistant will contact individuals or organizations such as landlords, real estate agents, mobile home dealers, trailer court managers and Chambers of Commerce by phone. May correspond to obtain listings of rental or sale properties, future housing prospects, and to develop a working relationship with the housing referral service. Job tasks include compiling housing lists of rental property and properties for purchase. Periodically the Housing Referral Assistant communicates with contacts to update listings, ensures that property owners comply with the nondiscrimination policy, and counsels applicants regarding special circumstances, e.g. medical or financial hardships, and availability of housing that will meet applicants' needs.

Job tasks include providing information regarding community services, searches files, makes telephone calls and referrals, providing information regarding locations, owners, agents, price ranges, loans and other related information. The Housing Referral Assistant maintains daily records of office activities (including number of applicants, number of applicants placed, and agents solicited or listed), schedules appointments for housing inspectors, prepares reports as required, and replies to complaints, investigations and letters of inquiry. Housing Referral Assistant requires a high school diploma or high school equivalent and 0 years of experience.

01141 MESSENGER COURIER
The Messenger Courier delivers messages, documents, packages and mail to various business concerns or governmental agencies. An employee in this role may perform the following: miscellaneous errands, such as carrying mail within the base and sorting or opening incoming and outgoing mail, obtain receipts for articles delivered and keep a log of items received and delivered, or deliver items to offices and departments within an establishment. The Messenger Courier may use a bicycle, golf cart, or motorcycle to perform these duties. Messenger Courier requires a high school diploma or high school equivalent and 0 years of experience.

(Note: Employees who regularly perform driving duties should be classified as a Driver Courier, which is listed under Transportation.)

01190 ORDER CLERK (Occupational Base)
The Order Clerk receives written or verbal purchase orders. Work typically involves some combination of the following duties: quoting prices, determining availability of ordered items and suggesting substitutes when necessary, advising expected delivery date and method of delivery, recording order and customer information on order sheets. The Order Clerk is responsible for checking order sheets for accuracy and adequacy of information; ascertaining credit rating of customer; furnishing customer with confirmation of receipt of order; order follow up, or informing customer of a delay in delivery. The Order Clerk maintains order files and verifies shipping invoices against original orders.

This position excludes workers paid on a commission basis or whose duties include any of the following: Receiving orders for services rather than for material or merchandise; providing customers with consultative advice using knowledge gained from engineering or extensive technical training; emphasizing selling skills; handling material or merchandise as an integral part of the job.

01191 ORDER CLERK I
This position handles orders involving items that have readily identified uses and applications. The Order Clerk I may refer to a catalog, manufacturer's manual or similar document to ensure that the proper item is supplied or to verify the price of order. Order Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01192 ORDER CLERK II
This position handles orders that involve making judgments such as choosing which specific product or material from the establishment's product lines will satisfy the customer's needs or determining the price to be quoted when pricing involves more than merely referring to a price list or making some simple mathematical calculations. Order Clerk II requires a high school diploma or high school equivalent plus one year of relevant experience.

01260 PERSONNEL ASSISTANT (Occupational Base)
This position performs a variety of general personnel clerical tasks in such areas as employee records, benefits, education, training, employment/staffing, compensation, employee labor relations, and equal employment opportunity/affirmative action. The Personnel Assistant may conduct surveys and update manual and automated personnel records. At the higher levels, assistants perform limited aspects of personnel professionals' work such as interviewing candidates, recommending placements, performing compensation or benefit support activities involving contacts throughout the company, and preparing communications to various third-party benefit vendors. Excluded are workers who primarily compute and process payrolls.

01261 PERSONNEL ASSISTANT I
This position performs a variety of tasks including, but not limited to, clerical and secretarial duties. The work is under general supervision of higher-level personnel in preparation of various human resource tasks throughout compensation, benefits, staffing/employment, EEO procedures and policy administration. The Personnel Assistant I is expected to exercise discretion at all times; limited judgment may be necessary at times. This assistant may be required to operate general office equipment such as: typewriter, personal computer, copier, adding machine, and facsimile. Personnel Assistant I requires a high school diploma or high school equivalent and 0 years of experience.

01262 PERSONNEL ASSISTANT II
This position serves as a clerical expert in independently processing the most complicated types of personnel actions, e.g., temporary employment, rehires, and dismissals. In this position, one may perform tasks beyond routine clerical such as: pre-employment drug screening and new hire orientation, responding to routine questions on policy and procedures, and/or provide reports on employee turnover or time and attendance. This

assistant may be asked to evaluate and consolidate information from various sources under short deadlines, such as internal or external survey information, reporting on company employment statistics (retention, equal opportunity reporting, etc.). The Personnel Assistant II may provide guidance to lower-level Personnel Assistants. This level requires extensive knowledge of various office software packages. Guidance is provided as needed. Completed written work receives close technical review from higher-level personnel office employees. Work may be checked occasionally. Personnel Assistant II requires a high school diploma or high school equivalent plus one year of relevant experience.

01263 PERSONNEL ASSISTANT III
This position performs work in support of human resource professionals that requires a good working knowledge of personnel procedures, guides, and precedents. Job tasks may include interviewing applicants, obtaining references, and recommending placement in a well-defined occupation. At this level, assistants typically have a range of personal contacts within and outside the organization, in addition to handling employee-sensitive material. Therefore, the Assistant must be tactful, discrete, and articulate. This Assistant may be involved in identifying potential issues and grievance procedures, in addition to documenting necessary information to avoid company threat. The Personnel Assistant III may make recommendations to human resource professionals on job classification, wage rates, and employee salaries. The use of computers may be relied on heavily for organizational and reporting purposes. Advanced experience with office software packages may be needed. This Assistant may perform some clerical work in addition to the above duties. Supervisor will review completed work against stated objectives. Personnel Assistant III requires a high school diploma or high school equivalent plus two years of relevant experience.

01270 PRODUCTION CONTROL CLERK
This position compiles and records production data for industrial establishments to compare records and reports on volume of production, consumption of material, quality control, and other aspects of production. May perform any combination of the following duties: compile and record production data from customer orders, work tickets, product specifications, and individual worker production sheets following prescribed recording procedures and using different word processing techniques. This Clerk calculates such factors as types and quantities of items produced, materials used, amount of scrap, frequency of defects, and worker and department production rates, using a computer, calculator, and/or spreadsheets. Additional tasks include: writing production reports based on data compiled, tabulated and computed, following prescribed formats, maintaining files of documents used and prepared, compiling detailed production sheets or work tickets for use by production workers as guides in assembly or manufacture of products. This Clerk prepares written work schedules based on established guidelines and priorities, compiles material inventory records and prepares requisitions for procurement of materials and supplies charts production using chart, graph, or pegboard based on statistics compiled for reference by production and management personnel. This Clerk also sorts and distributes work tickets or material and may compute wages from employee timecards and post wage data on records used for preparation of payroll. Production Control Clerk requires a high school diploma or high school equivalent and 0 years of experience.

01300 SCHEDULER, MAINTENANCE
This position schedules vehicle repairs and lubrication for vehicle-maintenance, schedules vehicles for lubrication or repairs based on date of last lubrication and mileage traveled or urgency of repairs. The Maintenance Scheduler contacts garage to verify availability of facilities, notifies parking garage workers to deliver specified vehicles, and maintains a file of requests for services. Scheduler requires a high school diploma or high school equivalent and 0 years of experience.

01310 SECRETARY* (Occupational Base)
This position provides principal secretarial support in an office, usually to one individual, and, in some cases, to the subordinate staff of that individual. The Secretary maintains a close and highly responsive relationship to the day-to-day activities of the supervisor and staff, works fairly independently receiving a minimum of detailed supervision and guidance, and performs various clerical and secretarial duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office. Computers may exist in the environment, requiring working knowledge of certain office software programs.

Classification by Level

Secretary jobs that meet the required characteristics are matched at one of three levels according to two factors: (a) level of the secretary's supervisor within the overall organizational structure, and (b) level of the secretary's responsibility. The table following the explanations of these factors indicates the level of the secretary for each combination of factors.

Level of Secretary's Supervisor (LS)

Secretaries should be matched with one of the three LS levels below that best describes the organization of the secretary's supervisor.

LS-1 Organizational structure is not complex and internal procedures and administrative controls are simple and informal; supervisor directs staff through face-to-face meetings.

LS-2 Organizational structure is complex and is divided into subordinate groups that usually differ from each other as to subject matter, function, etc. Supervisor usually directs staff through intermediate supervisors. Internal procedures and administrative controls are formal. An entire organization (e.g., division, subsidiary, or parent organization) may contain a variety of subordinate groups that meet the LS-2 definition. Therefore, it is not unusual for one LS-2 supervisor to report to another LS-2 supervisor.

The presence of subordinate supervisors does not by itself, mean LS-2 applies. For example, a clerical processing organization divided into several units, each performing very similar work, is placed in LS-1.

In smaller organizations or industries such as retail trades, with relatively few organizational levels, the supervisor may have an impact on the policies and major programs of the entire organization, and may deal with important outside contacts as described in LS-3

LS-3 Organizational structure is divided into two or more subordinate supervisory levels (of which at least one is a managerial level) with several subdivisions at each level. Executive's program(s) are usually interlocked on a direct and continuing basis with other major organizational segments, requiring constant attention to extensive formal coordination, clearances, and procedural controls. Executive typically has: financial decision-making authority for assigned program(s); considerable impact on the entire organization's financial position or image; and responsibility for, or has staff specialists in such areas as, personnel and administration for assigned organization. Executive plays an important role in determining the policies and major programs of the entire organization, and spends considerable time dealing with outside parties actively interested in assigned program(s) and current or controversial issues.

Level of Secretary's Responsibility (LR)

This factor evaluates the nature of the work relationship between the secretary and the supervisor or staff, and the extent to which the secretary is expected to exercise initiative and judgment. Secretaries should be matched at the level best describing their level of responsibility. When a position's duties span more than one LR level, the introductory paragraph at the beginning of each LR level should be used to determine which of the levels best matches the position. (Typically, secretaries performing at the higher levels of responsibility also perform duties described at the lower levels.)

LR-1 Carries out recurring office procedures independently, and selects the guideline or reference that fits the specific case. The supervisor provides specific instructions on new assignments and checks completed work for accuracy. The LR-1 performs varied duties including or comparable to the following:

a. Respond to routine telephone requests that have standard answers; refer calls and visitors to appropriate staff. Control mail and assure timely staff response, and send form letters;
b. As instructed, maintain supervisor's calendar, make appointments, and arrange for meeting rooms:
c. Review materials prepared for supervisor's approval for typographical accuracy and proper format;
d. Maintain recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, and training plans;
e. Requisition supplies, printing, maintenance or other services, type, take and transcribe dictation, create and maintain office files.

LR-2 handles differing situations, problems, and deviations in the work of the office

according to the supervisor's general instructions, priorities, duties, policies, and program goals. Supervisor may assist secretary with special assignments. Duties include or are comparable to the following:

a. Screen telephone calls, visitors, and incoming correspondence; personally respond to requests for information concerning office procedures; determine which requests should be handled by the supervisor, appropriate staff member or other offices, prepare and sign routine non-technical correspondence in own or supervisor's name;
b. Schedule tentative appointments without prior clearance. Make arrangements for conferences and meetings and assemble established background materials as directed. May attend meetings and record and report on the proceedings;
c. Review outgoing materials and correspondence for internal consistency and conformance with supervisor's procedures; assure that proper clearances have been obtained, when needed;
d. Collect information from the files or staff for routine inquiries on office program(s) or periodic reports, and refer non-routine requests to supervisor or staff;
e. Explain to subordinate staff supervisor's requirements concerning office procedures, coordinate personnel and administrative forms for the office and forwards for processing.

LR-3 uses greater judgment and initiative to determine the approach or action to take in non- routine situations, interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Duties include or are comparable to the following:

a. Based on knowledge of the supervisor's views, compose correspondence on own initiative about administrative matters and general office policies for supervisor's approval;
b. Anticipate and prepare materials needed by the supervisor for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs supervisor on matters to be considered;
c. Read publications, regulations, and directives and take action or refer those that are important to the supervisor and staff;
d. Prepare special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions;
e. Advise secretaries in subordinate offices on new procedures; request information needed from the subordinate office(s) for periodic or special conferences, reports, inquiries, etc., and shifts clerical staff to accommodate workload needs.

Excludes secretaries performing any of the following duties:

Acting as office manager for the executive's organization, e.g., determines when new procedures are needed for changing situations and devises and implements alternatives; revising or clarifying procedures to eliminate conflict or duplication; identifying and resolving various problems that affect the orderly flow of work in transactions with parties outside the

organization.

Preparing agenda for conferences; explain discussion topics to participants; drafts introductions and develops background information and prepares outlines for executive or staff member(s) to use in writing speeches.

The LR-3 advises individuals outside the organization on the executive's views on major policies or current issues facing the organization; contacts or responds to contact from high-ranking outside officials (e.g., city or state officials, members of congress, presidents of national unions or large national or international firms, etc.) in unique situations. These officials may be relatively inaccessible, and each contact typically must be handled differently, using judgment and discretion.

CRITERIA FOR MATCHING SECRETARIES BY LEVEL

Secretary I (01311), Secretary II (01312), Secretary III (01313),

Intentionally blank	LR-1	LR-2	LR-3
LS-1	I 01311	II 01312	III 01313
LS-2	I 01311	III 01313	See Note
LS-3	I 01311	See Note	See Note

NOTE: Employees whose duties meet this level of responsibility and supervision may be properly classified under the Administrative Assistant category or the class may need to be confirmed.

Secretary I requires a high school diploma or high school equivalent and 0 years of experience. Secretary II requires a high school diploma or high school equivalent plus one year of relevant experience. Secretary III requires a high school diploma or high school equivalent plus two years of relevant experience.

01320 SERVICE ORDER DISPATCHER
This position receives, records, and distributes work orders to service crews upon customers' requests for service on articles or utilities purchased from wholesale or retail establishment or utility company, records information, such as name, address, article to be repaired, or service to be rendered, prepares work order and distributes to service crew, schedules service calls and dispatches service crew. The Service Order Dispatcher calls or writes the customer to ensure satisfactory performance of service, keeps record of service calls and work orders, may dispatch orders and relay messages and special instructions to mobile crews and other departments using radio or cellular telephone equipment. Service Order Dispatcher requires a high school diploma or high school equivalent and 0 years of experience.

01410 SUPPLY TECHNICIAN
This position performs limited aspects of technical supply management work (e.g., inventory management, storage management, cataloging, and property utilization) related to depot,

local, or other supply activities. Work usually is segregated by commodity area or function, and controlled in terms of difficulty, complexity, or responsibility. Assignments usually relate to stable or standardized segments of technical supply management operations; or to functions or subjects that are narrow in scope or limited in difficulty. The work generally involves individual case problems or supply actions. This work may require consideration of program requirements together with specific variations in or from standardized guidelines. Assignments require:

(a) a good working knowledge of the governing supply systems, programs, policies, nomenclature, work methods, manuals, or other established guidelines; (b) an understanding of the needs of the organization serviced; and (c) analytical ability to define or recognize the dimension of the problems involved, to collect the necessary data to establish the facts, and take or recommend action based upon application or interpretation of established guidelines.

Supply Technician requires a high school diploma or high school equivalent and 0 years of experience.

01460 RECEPTIONIST
This position greets visitors, determining nature of visits and directing visitors to appropriate persons. Duties may include, but are not limited to, relaying incoming, outgoing, and intra-system calls through a private branch exchange (PBX) system; recording and transmitting messages; keeping records of calls placed; providing information to callers and visitors; hearing and resolving complaints; making appointments; handling incoming and outgoing mail; controlling access to the facility; keeping a log of visitors; and issuing visitor passes. In this position, one may also type and perform other routine clerical work, such as entering data and processing documents, which may occupy the major portion of the worker's time. Receptionist requires a high school diploma or high school equivalent and 0 years of experience.

01530 TRAVEL CLERK (Occupational Base)
This position plans itinerary and schedules travel accommodations for military and civilian personnel with dependents according to travel orders using knowledge of routes, types of carriers, and travel regulations. This Clerk verifies travel orders to ensure costs, availability, and convenience of different types of carriers to select most advantageous route and carrier; notifies personnel of travel dates, baggage, limits and medical and visa requirements, and determines that all clearances have been obtained. The Travel Clerk assists personnel in completing travel forms and other business transactions pertaining to travel, may deliver personnel files and travel orders to persons prior to departure, meet and inform arriving personnel of available facilities and housing and furnish other information, and may arrange for motor transportation for arriving or departing personnel.

01531 TRAVEL CLERK I
Under close supervision or following specific procedures and detailed instructions, The Travel Clerk I arranges travel on one or two modes of transportation. Travel is usually recurrent by the same modes, carriers, routes and same major points of origin and destination, seldom involving special transportation privileges or requiring special

allowances or planning for supplemental transportation facilities. When such services are required, they do not occur in such variety or with such frequency as to create problems of timing or coordination. Travel Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01532 TRAVEL CLERK II
Travel usually involves the use of two or more modes of transportation. Information on carriers, modes and facilities is readily available since most carriers servicing the area maintain local facilities or publish information regularly. Single carriers or connecting carriers have schedules that are easily coordinated using readily obtainable timetables or guides.

Travel is frequently recurrent. A substantial number of problems arise because of rerouting, and there are often side trips requiring changes of transportation. Travel is usually to areas accessible by direct line, or established connecting points and normal modes of transportation. Travel is not always planned well in advance so there may be major problems of scheduling or accommodations.

Travel involves special transportation privileges or special allowances and requires authorization or planning for supplemental or special transportation facilities, and when such services are required, they usually do not occur in such variety or with such frequency as to create major problems of timing or coordination.

Within general guidelines, employees select and apply appropriate travel guides, methods, techniques, and work sequences to effectively accomplish the work. The majority of assignments are performed without technical assistance, but unusually difficult travel situations or problem cases encountered during the course of the work are referred to the supervisor before decision or commitment. Review of work is for compliance with regulatory guides and program policies and for soundness of decisions and conclusions. Travel Clerk II requires a high school diploma or high school equivalent plus one year of relevant experience.

01533 TRAVEL CLERK III
At this level, all major modes of transportation are used, as most individual trips involve combinations of more than one mode. Travel is varied, often not recurrent and periodically requires planning for relatively inaccessible intermediate or destination points. Routings are diverse and there is a necessity for frequent rerouting, re-planning, or rearranging, with many side trips requiring changes in modes of travel and creating substantial difficulty in routing and scheduling connections.

A substantial amount of travel involves special allowances or requires authorization and planning for supplementary or special transportation facilities. It is frequently difficult to obtain the required information.

The incumbent is characterized by independence of action, with very little instruction, guidance, and review, except for review of accomplishments of broad objectives and

conformance to policy. The incumbent is viewed as the authority on travel matters, including the furnishing of advice and information to travelers, administrative officials and others; and has responsibility as the principal liaison with all elements, carriers, and facilities. Travel Clerk III requires a high school diploma or high school equivalent plus two years of relevant experience.

01610 WORD PROCESSOR (Occupational Base)
This position uses automated systems, such as word processing equipment, personal computers, or workstations linked to a larger computer or local area network, to produce a variety of documents, such as correspondence, memos, publications, forms, reports, tables and graphs. The Word Processor uses one or more word processing software packages; may also perform routine clerical tasks, such as operating copiers, filing, answering telephones, ad sorting and distributing mail.

Excluded are:

a. Typists using automatic or manual typewriters with limited or no text-editing capabilities; workers in these positions are not typically required to use word processing software packages;
b. Key Entry Operators, Accounting Clerks, Sales Clerks, and other clerks who may use automated word processing equipment for purposes other than typing composition;
c. Positions requiring subject-matter knowledge to prepare and edit text using automated word processing equipment.

01611 WORD PROCESSOR I
This position produces a variety of standard documents, such as correspondence, form letters, reports, tables and other printed materials. Work requires skill in typing; a knowledge of grammar, punctuation and spelling; and ability to use reference guides and equipment manuals. The Word Processor I performs familiar, routine assignments following standard procedures, seeks further instructions for assignments requiring deviations from established procedures. Word Processor I requires a high school diploma or high school equivalent and 0 years of experience.

01612 WORD PROCESSOR II
This position uses knowledge of varied and advanced functions of one software type, knowledge of varied functions of different types of software, or knowledge of specialized or technical terminology to perform such typical duties as:

a. Editing and reformatting written or electronic drafts. Examples include: correcting function codes; adjusting spacing formatting and standardizing headings, margins, and indentations.
b. Transcribing scientific reports, lab analysis, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical, or scientific terminology.

Work requires familiarity with office terminology and practices. Incumbent corrects copy, and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing

assignments, furnishes general instructions for recurring work and provides specific instructions for new or unique projects, may lead lower-level word processors. Word Processor II requires a high school diploma or high school equivalent plus one year of relevant experience.

01613 WORD PROCESSOR III
Requires both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents. For example, processes complex and lengthy technical reports which include tables, graphs, charts, or multiple columns. Uses either different word processing packages or many different style macros or special command functions; independently completes assignments and resolves problems. Word Processor III requires a high school diploma or high school equivalent plus two years of relevant experience.

14000 INFORMATION TECHNOLOGY OCCUPATIONS

14040 COMPUTER OPERATOR (Occupational Base)
The Computer Operator monitors and operates the control console of either a mainframe digital computer or a group of minicomputers, in accordance with operating instructions, to process data. Work is characterized by the following:

a. Studies operating instructions to determine equipment setup needed.
b. Loads equipment with required items (tapes, cards, paper, etc.).
c. Switches necessary auxiliary equipment into system;
d. Diagnoses and corrects equipment malfunctions;
e. Reviews error messages and makes corrections during operation or refers problems;
f. Maintains operating record

This operator may test run new or modified programs and assists in modifying systems or programs. Included within the scope of this definition are fully qualified Computer Operators, trainees working to become fully qualified operators, and lead operators providing technical assistance to lower-level positions.

14041 COMPUTER OPERATOR I
The Computer Operator I works under close personal supervision and is provided detailed written or oral guidance before and during assignments. As instructed, this worker resolves common operating problems and may serve as an assistant operator working under close supervision or performing a portion of a more senior operator's work. Computer Operator I requires a high school diploma or high school equivalent.

14042 COMPUTER OPERATOR II
The Computer Operator II processes scheduled routines that present few difficult operating problems (e.g., infrequent or easily resolved error conditions). In response to computer output instructions or error conditions, this worker applies standard operating or corrective procedure, refers problems that do not respond to preplanned procedure, and may serve as an assistant operator, working under general supervision. Computer Operator II requires a high school diploma or high school equivalent plus one or more year of relevant experience.

14043 COMPUTER OPERATOR III
The Computer Operator III processes a range of scheduled routines. In addition to operating the system and resolving common error conditions, this worker diagnoses and acts on machine stoppage and error conditions not fully covered by existing procedures and guidelines (e.g., resetting switches and other controls or making mechanical adjustments to maintain or restore equipment operations). In response to computer output instructions or error conditions, the Computer Operator III may deviate from standard procedures if standard procedures do not provide a solution and refers problems which do not respond to corrective procedures to a person of supervisory or higher individual contributor level. Computer Operator III requires a high school diploma or high school equivalent plus two or more years of relevant experience.

14044 COMPUTER OPERATOR IV
The Computer Operator IV adapts to a variety of nonstandard problems that require extensive operator intervention (e.g. frequent introduction of new programs, applications, or procedures). In response to computer output instructions or error conditions, this worker chooses or devises a course of action from among several alternatives and alters or deviates from standard procedures if standard procedures do not provide a solution (e.g. reassigning equipment in order to work around faulty equipment or transfer channels); then refers problems if necessary. Typically, completed work is submitted to users without supervisory review. Computer Operator IV requires a high school diploma or high school equivalent requires a high school diploma or high school equivalent plus three years of relevant experience.

14045 COMPUTER OPERATOR V
The Computer Operator V resolves a variety of difficult operating problems (e.g. making unusual equipment connections and rarely used equipment and channel configurations to direct processing through or around problems in equipment, circuits, or channels or reviewing test run requirements and developing unusual system configurations that will allow test programs to process without interfering with ongoing job requirements). In response to computer output instructions and error conditions or to avoid loss of information or to conserve computer time, operator deviates from standard procedures. Such actions may materially alter the computer unit's production plans. This operator may spend considerable time away from the control station providing technical assistance to lower-level operators and assisting programmers, systems analysts, and subject matter specialists with resolution of problems. Computer Operator V requires a high school diploma or high school equivalent plus four years of relevant experience.

14070 COMPUTER PROGRAMMER (Occupational Base)
The Computer Programmer performs programming services for establishments or for outside organizations that may contract for services, converts specifications (precise descriptions) about business or scientific problems into a sequence of detailed instructions to solve problems by electronic data processing (EDP) equipment, i.e. digital computers; draws program flow charts to describe the processing of data, and develops the precise steps and processing logic which, when entered into the computer in coded language (COBOL, FORTRAN, or other programming language) to cause the manipulation of data to

achieve desired results. The Computer Programmer tests and corrects programs, prepares instructions for operators who control the computer during runs, modifies programs to increase operating efficiency or to respond to changes in work processes, and maintains records to document program development and revisions.

At levels I, II and III, Computer Programmers may also perform programming analysis such as: gathering facts from users to define their business or scientific problems, and to investigate the feasibility of solving problems through new or modified computer programs; developing specifications for data inputs, flow, actions, decisions, and outputs; and participating on a continuing basis in the overall program planning along with other EDP personnel and users. In contrast, at level IV, some programming analysis must be performed as part of the programming assignment. The analysis duties are identified in a separate paragraph at levels I, II, III, and IV. However, the systems requirements are defined by systems analysts or scientists.

Positions are classified into levels based on the following definitions:

14071 COMPUTER PROGRAMMER I
The Computer Programmer I assists higher level staff by performing elementary programming tasks which concern limited and simple data items and steps which closely follow patterns of previous work done in the organization, e.g. drawing flow charts, writing operator instructions, or coding and testing routines to accumulate counts, tallies, or summaries. This worker may perform routine programming assignments (as described in Level II) under close supervision.

In addition to assisting higher level staff, the Computer Programmer I may perform elementary fact-finding concerning a specified work process, e.g., a file of clerical records which is treated as a unit (invoices, requisitions, or purchase orders, etc.) and then report findings to higher level staff. May receive training in elementary fact-finding. Detailed step-by-step instructions are given for each task, and any deviation must be authorized by a supervisor. Work is closely monitored in progress and reviewed in detail upon completion. Computer Programmer I requires a high school diploma or high school equivalent.

14072 COMPUTER PROGRAMMER II
At this level, initial assignments are designed to develop competence in applying established programming procedures to routine problems. This Computer Programmer performs routine programming assignments that do not require skilled background experience but do require knowledge of established programming procedures and data processing requirements, and works according to clear-cut and complete specifications. The data are refined, and the format of the final product is very similar to that of the input, or is well defined when significantly different, i.e., there are few, if any, problems with interrelating varied records and outputs.

The Computer Programmer II maintains and modifies routine programs, makes approved changes by amending program flow charts, developing detailed processing logic, and coding changes, tests and documents modifications and writes operator instructions, may

write routine new programs using prescribed specifications, and may confer with EDP personnel to clarify procedures, processing logic, etc.

In addition, the Computer Programmer II may evaluate simple interrelationships in the immediate programming area confers with user representatives to gain an understanding of the situation sufficient to formulate the needed change, and implements the change upon approval of the supervisor or higher level staff. The incumbent is provided with charts, narrative descriptions of the functions performed, an approved statement of the product desired (e.g., a change in a local establishment report), and the inputs, outputs, and record formats. This Worker reviews objectives and assignment details with higher level staff to ensure thorough understanding; uses judgment in selecting among authorized procedures and seeks assistance when guidelines are inadequate, significant deviations are proposed, or when unanticipated problems arise. Work is usually monitored in progress, and all work is reviewed upon completion for accuracy and compliance with standards. Computer Programmer II requires a high school diploma or high school equivalent plus one year of relevant experience.

14073 COMPUTER PROGRAMMER III

As a fully qualified Computer Programmer, this Worker applies standard programming procedures and detailed knowledge of pertinent subject matter in a programming area such as a record keeping operation (supply, personnel and payroll, inventory, purchasing, insurance payments, depositor accounts, etc.); a well-defined statistical or scientific problem; or other standardized operation or problem. The incumbent works according to approved statements of requirements and detailed specifications.

While the data are clear cut, related, and equally available, there may be substantial interrelationships of a variety of records and several varied sequences of formats are usually produced. The programs developed or modified typically are linked to several other programs in that the output of one becomes the input for another. This Computer Programmer recognizes probable interactions of other related programs with the assigned program(s) and is familiar with related system software and computer equipment, and solves conventional programming problems, (In small organizations, may maintain programs that concern or combine several operations, i.e. users, or develop programs where there is one primary user and the others give input.)

The Computer Programmer III performs such duties as developing, modifying, and maintaining assigned programs, designing and implementing modifications to the interrelation of files and records within programs in consultations with higher level staff. This Worker monitors the operation of assigned programs and responds to problems by diagnosing and correcting errors in logic and coding; implements and/or maintains assigned portions of a scientific programming project, applying established scientific programming techniques to well-defined mathematical, statistical, engineering, or other scientific problems usually requiring the translation of mathematical notation into processing logic and code. (Scientific programming includes assignments such as: using predetermined physical laws expressed in mathematical terms to relate one set of data to another; the routine storage and retrieval of field test data, and using procedures for real-time command and control, scientific data reduction, signal processing, or similar areas.) This Programmer

tests, documents work, writes and maintains operator instructions for assigned programs, and confers with other EDP personnel to obtain or provide factual data.

In addition, this Programmer may carry out fact-finding and programming analysis of a single activity or routine problem, applying established procedures where the nature of the program, feasibility, computer equipment, and programming language have already been decided. Job tasks may require the incumbent to analyze present performance of the program and take action to correct deficiencies based on discussion with the user and consultation with and approval of the supervisor or higher-level staff. This Programmer may assist in the review and analysis of detailed program specifications, and in program design to meet changes in work processes.

The Computer Programmer III works independently under specified objectives; applies judgment in devising program logic and in selecting and adapting standard programming procedures, resolves problems and deviations according to established practices, and obtains advice where precedents are unclear or not available. This worker may guide or instruct lower level programmers; supervise technicians and others who assist in specific assignments, works on complex programs under close direction of higher level staff or supervisor, and may assist higher level staff by independently performing moderately complex tasks assigned, and performing complex tasks under close supervision. Work at a level above this is deemed Supervisory or Individual Contributor. Completed work is reviewed for conformance to standards, timeliness, and efficiency. Computer Programmer III requires a high school diploma or high school equivalent plus two years of relevant experience.

14074 COMPUTER PROGRAMMER IV

The Computer Programmer IV applies expertise in programming procedures to complex programs; recommends the redesign of programs, investigates and analyzes feasibility and program requirements, and develops programming specifications. Assigned programs typically affect a broad multi-user computer system which meets the data processing needs of a broad area (e.g., manufacturing, logistics planning, finance management, human resources, or material management) or a computer system for a project in engineering, research, accounting, statistics, etc. This Programmer plans the full range of programming actions to produce several interrelated but different products from numerous and diverse data elements, which are usually from different sources; solves difficult programming problems, and uses knowledge of pertinent system software, computer equipment, work processes, regulations, and management practices.

This Programmer performs such duties as: developing, modifying, and maintains complex programs; designs and implements the interrelations of files and records within programs which will effectively fit into the overall design of the project; works with problems or concepts and develops programs for the solution to major scientific computational problems requiring the analysis and development of logical or mathematical descriptions of functions to be programmed; and develops occasional special programs, e.g. a critical path analysis program to assist in managing a special project. This Worker tests, documents, and writes operating instructions for all work, confers with other EDP personnel to secure information, investigate and resolve problems, and coordinates work efforts.

In addition, this incumbent performs such programming analyses as: investigating the feasibility of alternate program design approaches to determine the best-balanced solution, e.g., one that will best satisfy immediate user needs, facilitate subsequent modification, and conserve resources. Duties include the following: assisting user personnel in defining problems or needs, determining work organization on typical maintenance projects and smaller scale, working on limited new projects, the necessary files and records, and their interrelation with the program or working on large or more complicated projects, and participating as a team member along with other EDP personnel and users, holding responsibility for a portion of the project.

The Computer Programmer IV works independently under overall objectives and direction, apprising the supervisor about progress and unusual complications and modifying and adapting precedent solutions and proven approaches. Guidelines include constraints imposed by the related programs with which the incumbent's programs must be meshed. Completed work is reviewed for timeliness, compatibility with other work, and effectiveness in meeting requirements. This Worker may function as team leader or supervise a few lower-level programmers or technicians on assigned work. Computer Programmer IV requires a high school diploma or high school equivalent plus three years of relevant experience.

14100 COMPUTER SYSTEMS ANALYST (Occupational Base)
The Computer Systems Analyst analyzes business or scientific problems for resolution through electronic data processing, gathers information from users, defines work problems, and, if feasible, designs a system of computer programs and procedures to resolve the problems. This Worker develops complete specifications or enables other Computer Programmers to prepare required programs and analyzes subject-matter operations to be automated; specifies number and types of records, files, and documents to be used and outputs to be produced; prepares work diagrams and data flow charts; coordinates tests of the system and participates in trial runs of new and revised systems; and recommends computer equipment changes to obtain more effective operations. The Computer Systems Analyst may also write the computer programs.

Positions are classified into levels based on the following definitions:

14101 COMPUTER SYSTEMS ANALYST I
At this level, initial assignments are designed to expand practical experience in applying systems analysis techniques and procedures. This Analyst provides several phases of the required systems analysis where the nature of the system is predetermined, uses established fact-finding approaches, knowledge of pertinent work processes and procedures, and familiarity with related computer programming practices, system software, and computer equipment.

This Worker carries out fact finding and analyses as assigned, (usually of a single activity or a routine problem); applies established procedures where the nature of the system, feasibility, computer equipment and programming language have already been decided; may assist a higher level systems analyst by preparing the detailed specifications required

by computer programmers from information developed by the higher level analyst, and may research routine user problems and solve them by modifying the existing system when the solutions follow clear precedents. When cost and deadline estimates are required, results receive closer review.

The supervisor defines objectives, priorities, and deadlines. Incumbents work independently; adapt guides to specific situations; resolve problems and deviations according to established practices; and obtain advice where precedents are unclear or not available. Completed work is reviewed for conformance to requirements, timeliness, and efficiency. This position may supervise technicians and others who assist in specific assignments. Work at a level above this is deemed Supervisory or Individual Contributor. Computer Systems Analyst I requires a high school diploma or high school equivalent and 0 years of experience.

14102 COMPUTER SYSTEMS ANALYST II
This Analyst applies systems analysis and design skills in an area such as a record keeping or scientific operation. A system of several varied sequences or formats is usually developed, e.g. the analyst develops systems for maintaining depositor accounts in a bank, maintaining accounts receivable in a retail establishment, maintaining inventory accounts in a manufacturing or wholesale establishment, or processing a limited problem in a scientific project. This position requires competence in most phases of system analysis and knowledge of pertinent system software and computer equipment and of the work processes, applicable regulations, workload, and practices of the assigned subject-matter area. Job duties require the incumbent to be able to recognize probable interactions of related computer systems and predict impact of a change in assigned system.

The Computer Systems Analyst II reviews proposals which consist of objectives, scope, and user expectations; gathers facts, analyzes data, and prepares a project synopsis which compares alternatives in terms of cost, time, availability of equipment and personnel, and recommends a course of action; upon approval of synopsis, prepares specifications for development of computer programs. Duties also include the ability to determine and resolve data processing problems and coordinate the work with program, users, etc. This worker orients user personnel on new or changed procedures, may conduct special projects such as data element and code standardization throughout a broad system, working under specific objectives and bringing to the attention of the supervisor any unusual problems or controversies.

In this position, the incumbent works independently under overall project objectives and requirements, and apprises supervisor about progress and unusual complications. Guidelines usually include existing systems and the constraints imposed by related systems with which the incumbent's work must be meshed. This worker adapts design approaches successfully used in precedent systems, works on a segment of a complex data processing scheme or broad system, as described for Computer Systems Analyst, level III, works independently on routine assignments and receives instructions and guidance on complex assignments. Work is reviewed for accuracy of judgment, compliance with instructions, and to ensure proper alignment with the overall system. Completed work is reviewed for timeliness, compatibility with other work, and effectiveness in meeting requirements. This

analyst may provide functional direction to lower-level assistants on assigned work. Computer Systems Analyst II requires a high school diploma or high school equivalent plus one year of relevant experience.

14103 COMPUTER SYSTEMS ANALYST III

The Computer Systems Analyst III applies systems analysis and design techniques to complex computer systems in a broad area such as manufacturing, finance management, engineering, accounting, or statistics, logistics planning, material management, etc. Usually, there are multiple users of the system; however, there may be complex one-user systems, e.g., for engineering or research projects. This position requires competence in all phases of systems analysis techniques, concepts, and methods and knowledge of available system software, computer equipment, and the regulations, structure, techniques, and management practices of one or more subject-matter areas. Since input data usually come from diverse sources, this worker is responsible for recognizing probable conflicts and integrating diverse data elements and sources, and produces innovative solutions for a variety of complex problems.

The Computer Systems Analyst III maintains and modifies complex systems or develops new subsystems such as an integrated production scheduling, inventory control, cost analysis, or sales analysis record in which every item of each type is automatically processed through the full system of records. The incumbent guides users in formulating requirements, advises on alternatives and on the implications of new or revised data processing systems, analyzes resulting user project proposals, identifies omissions and errors in requirements and conducts feasibility studies. This analyst recommends optimum approach and develops system design for approved projects, interprets information and informally arbitrates between system users when conflicts exist. This worker may serve as lead analyst in a design subgroup, directing and integrating the work of one or two lower-level analysts, each responsible for several programs. Supervision and nature of review are similar to level II; existing systems provide precedents for the operation of new subsystems. Computer Systems Analyst III requires a high school diploma or high school equivalent plus two years of relevant experience.

14150 PERIPHERAL EQUIPMENT OPERATOR

The Peripheral Equipment Operator operates peripheral equipment that directly supports digital computer operations. Such equipment is uniquely and specifically designed for computer applications, but need not be physically or electronically connected to a computer. Printers, plotters, tape readers, tape units or drives, disk units or drives, and data display units are examples of such equipment.

The following duties characterize the work of a Peripheral Equipment Operator:

a. Loads printers and plotters with correct paper; adjusting controls for forms, thickness, tension, printing density, and location; and unloading hard copy;
b. Labels tape reels, or disks;
c. Checks labels and mounting and dismounting designated tape reels or disks on specified units or drives;
d. Sets controls which regulate operation of the equipment;

e. Observes panel lights for warnings and error indications and taking appropriate action;
f. Examines tapes, cards, or other material for creases, tears or other defects that could cause processing problems.

Excludes workers who monitor and operate a control console or a remote terminal, or whose duties are limited to operating decollators, busters, separators, or similar equipment. Peripheral Equipment Operator requires a high school diploma or high school equivalent and 0 years of experience.

14160 PERSONAL COMPUTER SUPPORT TECHNICIAN
The Personal Computer Support Technician provides support to distributed PC/networking environment including installation, testing, repair, and troubleshooting for stand-alone PCs, PCs linked to networks, printers, and other computer peripherals. Support responsibilities include software installation, and configurations. This technician performs technical, operational, and training support to users of personal computers either by telephone, or on-site for PC desktop hardware and software packages. Job duties require the technician to install and test personal computers, printers, and other peripherals, configure operating system, load shrink-wrap programs and other application software programs. In this position, the incumbent troubleshoots computer problems, performs hardware and software diagnostics, coordinates needed repairs, resolves computer system problems, including coordination between users and components of a local area network, and participates in the evaluation of system configuration and software. Personal Computer Support Technician requires a high school diploma or high school equivalent and 0 years of experience.

05000 AUTOMOTIVE SERVICE OCCUPATIONS

05110 MOBILE EQUIPMENT SERVICER
Operating from a mobile fuel station and/or tanker, the Mobile Equipment Servicer performs one or more of the following duties: supplies all types of vehicles with gasoline or diesel fuel, and records mileage and tag numbers, checks fluid levels, battery, cooling system and engine oil, checks tires for wear and pressure, replaces wiper blades, fuses, sealed beam lights, and light bulbs. Inspects equipment and performs preventive maintenance services, changes oil and filters, lubricates and greases vehicles, washes and cleans interiors and exteriors of vehicles; maintains inventories of parts and supplies; and cleans and maintains work areas. Mobile Equipment Servicer requires a high school diploma or high school equivalent and 0 years of experience.

11000 GENERAL SERVICES AND SUPPORT OCCUPATIONS

11030 CLEANER, VEHICLES
The Cleaner, Vehicles cleans interiors and exteriors of transportation vehicles, such as automobiles, buses, railroad cars, and streetcars, cleans interior of vehicle, using broom, cloth, mop, vacuum cleaner, and whiskbroom, cleans windows with water, cleansing compounds, and cloth or chamois, replenishes sanitary supplies in vehicle compartments, removes dust, grease, and oil from exterior surfaces of vehicles, using steam-cleaning

equipment or by spraying or washing vehicles, using spraying equipment, brush or sponge. The Cleaner may polish exterior of vehicle, and may fumigate interior of vehicle, using fumigating gases or sprays. Cleaner requires a high school diploma or high school equivalent and 0 years of experience.

11090 GARDENER
The Gardener plans and executes small scale landscaping operations and maintains grounds and landscape of household, business and other properties, works with assistant in preparing and grading terrain, applying fertilizers, seeding and laying sod, and transplanting shrubs and plants, and cultivates them, using gardening implements and power-operated equipment. The Gardner plants new and repairs established lawns, using seed mixtures and fertilizers recommended for particular soil type and lawn location, locates and plants shrubs, trees, and flowers recommended for particular landscape effect or those selected by property owner, mows and trims lawns, using hand or power mower, trims shrubs and cultivates gardens, sprays trees and shrubs and applies supplemental liquid and dry nutrients to lawn, trees and shrubs; cleans ground, using rakes, brooms, and hose, dig trenches and install drain tiles, repair concrete and asphalt walks and driveways. Gardener requires a high school diploma or high school equivalent and 0 years of experience.

11150 JANITOR
The Janitor cleans and keeps in an orderly condition factory working areas and washrooms, or premises of an office, apartment house, or commercial or other establishment. Duties involve a combination of the following: Sweeping, mopping or scrubbing, and polishing floors; removing chips, trash, and other refuse; dusting equipment, furniture, or fixtures; polishing metal fixtures or trimmings; providing supplies and minor maintenance services; and cleaning lavatories, showers, and restrooms. Janitor requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:
a. Workers who specialize in window washing.
b. Housekeeping staff who make beds and change linens as a primary responsibility.
c. Workers required to disassemble and assemble equipment in order to clean machinery.
d. Workers who receive additional compensation to maintain sterile facilities or equipment.

11210 LABORER, GROUNDS MAINTENANCE
The Laborer, Grounds Maintenance maintains grounds of industrial, commercial or public property such as buildings, camp and picnic grounds, parks, playgrounds, greenhouses, and athletic fields, and repairs structures and equipment, performing one or more of the following tasks: cut grass, using walking-type or riding mowers (less than 2000 lbs.), trim hedges and edges around walks, flowerbeds, and wells, using hedge trimmers, clippers and edging tools, prunes shrubs and trees to shape and improve growth, using shears and other hand tools, sprays lawn, shrubs, and trees with fertilizer or insecticide. Job duties also include the following: planting grass, flowers, trees, and shrubs, watering lawn and shrubs during dry periods, using hose or activating sprinkler system, picks up and burns or carts away leaves, paper or other litter; removing snow from walks, driveways, roads, or parking

lots, using shovel and snow blower, spreads salt on walkways and other areas, repairing and painting fences, gates, benches, tables, guardrails, and outbuildings. This Worker assists in repair of roads, walks, buildings, and mechanical equipment, and may clean comfort stations, offices workshop areas, and parking lots by sweeping, washing, mopping and polishing. Laborer requires a high school diploma or high school equivalent and 0 years of experience.

ROADSIDE LITTER CREW
These employees will collect and bag litter, deposit bagged litter as directed by the client, and report the nature and location of hazardous waste (i.e.: carcasses, fuel tanks, drug paraphernalia, etc.) to the client. The client will be responsible for direct supervision on site, assigning work locations, assigning shifts, and assigning meal/water breaks. The client will take all appropriate traffic control measures. Employees will use proper lifting, bending, stretching, and retrieval techniques. The client will provide staff with gloves, vests, and other necessary equipment. The client will also provide appropriate time for meals, rest breaks, and water breaks. Employees will provide their own safety work shoes/boots. Ground maintenance duties, such as mowing and weeding, fall outside of the scope of this project. Assigned employees shall not be permitted to operate machinery or vehicles. The Litter Crew requires a high school diploma or high school equivalent and 0 years of experience.

11240 MAID OR HOUSEMAN
The Maid or Houseman cleans rooms and other premises of hotel, motel, tourist home, or other lodging facility, performing any combination of the following tasks: dusting and cleaning Venetian blinds, furniture, and other surfaces, sorts, counts, folds, marks, or carries linens. The Maid or Houseman turns mattresses and makes beds, moves and arranges furniture and hangs drapes, cleans and polishes metalwork and porcelain bathroom fixtures, spot-cleans walls and windows, empties wastebaskets and removes trash, removes soiled linens for laundering, replenishes room supplies, and reports needed repairs to equipment, furniture, building and fixtures. Maid and Houseman require a high school diploma or high school equivalent and 0 years of experience.

11270 TRACTOR OPERATOR
The Tractor Operator drives gasoline or diesel-powered tractor to: move materials, draw implements, tow trailers, pull out objects embedded in ground, or pull cable of winch to raise, lower, or load heavy material or equipment. The Tractor Operator fastens attachments such as graders, plows, rollers, mowers (over 2000 lbs.), backhoes, seeders, and disc harrows to tractor, adjusts equipment for proper operation, lubricates and makes minor repairs to tractor and attachments such as tightening bolts, and replacing washers, cotter pins, and screws. Tractor Operator requires a high school diploma or high school equivalent and 0 years of experience.

11330 TRAIL MAINTENANCE WORKER
The Trail Maintenance Worker removes fallen and leaning dead trees, encroaching limbs and brush, minor repair of tread, tread drainage and tread drainage structures and trail location marking. The Trail Maintenance Worker removes downed limbs, loose rock and debris from trail ways. Trail Maintenance Worker requires a high school diploma or high school equivalent and 0 years of experience.

21000 MATERIALS HANDLING AND PACKING OCCUPATIONS

21020 FORKLIFT OPERATOR

The Forklift Operator operates a manually controlled gasoline, electric or liquid propane gas powered forklift to transport goods and materials of all kinds within a warehouse, manufacturing plant, or other establishment. Forklift Operator requires a high school diploma or high school equivalent and 0 years of experience.

21030 MATERIAL COORDINATOR

The Material Coordinator coordinates and expedites flow of material, parts, and assemblies within or between departments in accordance with production and shipping schedules or department supervisors' priorities. In this job, the Material Coordinator reviews production schedules and confers with department supervisors to determine material required or overdue and to locate material, requisitions material and establishes delivery sequences to departments according to job order priorities and anticipated availability of material; arranges for in-plant transfer of materials to meet production schedules, and with department supervisors for repair and assembly of material and its transportation to various departments, and examines material delivered to production departments to verify if type specified.

This Worker may monitor and control movement of material and parts along conveyor system, using remote-control panel board, compute amount of material needed for specific job orders, applying knowledge of product and manufacturing processes and using adding machine; compile report of quantity and type of material on hand, move or transport material from one department to another, using hand or industrial truck; may compile perpetual production records in order to locate material in process of production, using manual or computerized system, and maintain employee records. The Material Coordinator requires a high school diploma or high school equivalent and 0 years of experience.

21040 MATERIAL EXPEDITER

The Material Expediter executes the following: locates and moves materials and parts between work areas of plant to expedite processing of goods, according to pre-determined schedules and priorities, and keeps related record, reviews production schedules inventory reports, and work orders to determine types, quantities, and availability of required material and priorities of customer orders, confers with department supervisors to determine materials overdue and to inform them of location, availability, and condition of materials, locates and moves materials to specified production areas, using cart or hand truck, and records quantity and type of materials distributed and on hand. Work may include the following tasks: directing Power-Truck Operator or Material Handling Laborer to expedite movement of materials between storage and production areas, compare work ticket specifications with material at workstations to verify appropriateness of material in use, prepare worker production records and timecards, and may update and maintain inventory records, using computer terminal. The Material Expediter requires a high school diploma or high school equivalent and 0 years of experience.

21050 MATERIAL HANDLING LABORER
This person will perform physical tasks to transport or store materials or merchandise. Duties involve one or more of the following: manually loading or unloading freight cars, trucks, or other transporting devices; unpacking, shelving, or placing items in proper storage locations; or transporting goods by hand truck, cart, or wheelbarrow. Material Handling Laborer requires a high school diploma or high school equivalent and 0 years of experience.

Excluded from this definition are workers whose primary function involves:

a. Participating directly in the production of goods (e.g., moving items from one production station to another or placing them on or removing them from the production process);
b. Stocking merchandise for sale;
c. Counting or routing merchandise;
d. Operating a crane or heavy-duty motorized vehicle such as forklift or truck;
e. Loading and unloading ships (alongshore workers);
f. Traveling on trucks beyond the establishment's physical location to load or unload merchandise.

21071 ORDER FILLER
The Order Filler fills shipping or transfer orders for finished goods from stored merchandise in accordance with specifications on sales slips, customers' orders, or other instructions. This worker may, in addition to filling orders and indicating items filled or omitted, keep records of outgoing orders, requisition additional stock or report short supplies to supervisor, and perform other related duties. Order Filler requires a high school diploma or high school equivalent and 0 years of experience.

21080 PRODUCTION LINE WORKER (FOOD PROCESSING)
This position refers to an employee employed in a food processing plant whose duties involve several of the following: loading and unloading commodities from rail cars, trucks, or other conveyances, placing merchandise in proper storage location and transporting the merchandise by hand truck, push-pull, or forklift; blends merchandise ingredients into pre-determined quality by heating, mixing, re-heating, etc. The Production Line Worker monitors blending operation to ensure that finished products meets customer's requirements, monitors flow of product into appropriate container; labels container with identifying information supplied by customer, and places containers into appropriate shipping container. Must have knowledge of various types and sizes of shipping containers and special requirements of customers. Production Line Worker requires a high school diploma or high school equivalent and 0 years of experience.

21110 SHIPPING PACKER
Someone in this position prepares finished products for shipment or storage by placing them in shipping containers, the specific operations performed being dependent upon the type, size, and number of units to be packed, the type of container employed, and method of shipment. Work requires the placing of items in shipping containers, and may involve one or more of the following: knowledge of various items of stock in order to verify content, selection of appropriate type and size of container, inserting enclosures in container; using excelsior or other material to prevent breakage or damage, closing and sealing container,

and applying labels or entering identifying data on container. Shipping Packer requires a high school diploma or high school equivalent and 0 years of experience.

Exclude packers who also make wooden boxes or crates.

21130 SHIPPING/RECEIVING CLERK
The Shipping/Receiving Clerk performs clerical and physical tasks in connection with shipping goods of the establishment in which employed and receiving incoming shipments. In performing day-to-day, routine tasks, this worker follows established guidelines. In handling unusual non-routine problems, this worker receives specific guidance from supervisor or other officials. This incumbent may direct and coordinate the activities of other workers engaged in handling goods to be shipped or being received. Shipping duties typically involve the following: verifying that orders are accurately filled by comparing items and quantities of goods gathered for shipment against documents; ensuring that shipments are properly packaged, identified with shipping information, and loaded into transporting vehicles, and preparing and keeping records of goods shipped, e.g., manifests, bills of lading. Receiving duties typically involve the following: verifying the correctness of incoming shipments by comparing items and quantities unloaded against bills of lading, invoices, manifests, storage receipts, or other records, checking for damaged goods, ensuring that goods are appropriately identified for routing to departments within the establishment, and preparing and keeping records of goods received. Shipping/Receiving Clerk requires a high school diploma or high school equivalent and 0 years of experience.

21140 STORE WORKER I
The Store Worker I will perform the following tasks at an establishment whose primary function is that of the resale of merchandise in a retail environment, move merchandise by use of non-motorized equipment that is intended for display and resale purposes, include the cleaning of merchandise on or in display fixtures utilizing various merchandise techniques common to retail trade. Merchandise may be displayed by a predetermined placement system using labels or other identifying marks. This worker will maintain the display sales area by straightening merchandise to give a neat, full, and salable appearance, removing damaged or outdated merchandise, and displaying merchandise in such a manner to maintain freshness and sale dates, may determine display or sale requirements from existing inventory, may be required to keep inventory forms of merchandise stocked and merchandise returned to storage, may be required to affix labels to merchandise indicating sale price, item description, or other information, and may be required to offer customer or patron assistance with the location or selection of merchandise. Store Worker requires a high school diploma or high school equivalent and 0 years of experience.

Note: this class excludes any work performed in a warehouse, see warehousing classifications.

21150 STOCK CLERK (Shelf Stocker; Store Worker II)
The Stock Clerk receives, stores, and issues equipment, materials, supplies, merchandise, foodstuffs, or tools, and compiles stock records of items in stockroom, warehouse or

storage yard. This worker sorts, or weighs incoming articles to verify receipt of items on requisition or invoice, examines stock to verify conformance to specifications, stores articles in bins, on floor or on shelves, according to identifying information, such as style, size or type of material, fills orders or issues supplies from stock, prepares periodic, special or perpetual inventory of stock, and requisitions articles to fill incoming orders. This worker also compiles reports on use of stock handling equipment, adjustments of inventory counts and stock records, spoilage of or damage to stock, location changes, and refusal of shipments, may mark identifying codes, figures, or letters on articles, may distribute stock among production workers, keeping records of material issued, may make adjustments or repairs to articles carried in stock, and may cut stock to site to fill order. Stock Clerk requires a high school diploma or high school equivalent and 0 years of experience.

21210 TOOLS AND PARTS ATTENDANT (Tool Crib Attendant)
This incumbent receives, stores, and issues hand tools, machine tools, dies, replacement parts, shop supplies and equipment, such as measuring devices, in an industrial establishment. The Tools and Parts Attendant does the following keeps records of tools issued to and returned by workers, searches for lost or misplaced tools, prepares periodic inventory or keeps perpetual inventory and requisitions stock as needed, unpacks and stores new equipment; visually inspects tools or measures with micrometer for wear or defects and reports damaged or worn-out equipment to superiors; may coat tools with grease or other preservative, using a brush or spray gun, and may attach identification tags or engrave identifying information on tools and equipment using electric marking tool. Tools and Parts Attendant requires a high school diploma or high school equivalent and 0 years of experience.

21410 WAREHOUSE SPECIALIST (Warehouse Worker)
As directed, the Warehouse Specialist performs a variety of warehousing duties that require an understanding of the establishment's storage plan. Work involves most of the following: verifying materials (or merchandise) against receiving documents, noting and reporting discrepancies and obvious damages, routing materials to prescribed storage locations; storing, stacking, or palletizing materials in accordance with prescribed storage methods, rearranging and taking inventory of stored materials, examining stored materials and reporting deterioration and damage, removing material from storage and preparing it for shipment. This worker may operate hand or power trucks in performing warehousing duties. Warehouse Specialist requires a high school diploma or high school equivalent and 0 years of experience.

Note: Exclude workers whose primary duties involve shipping and receiving work (see Shipping/Receiving Clerk), order filling (see Order Filler), or operating forklifts (see Forklift Operator).

23000 MECHANICS AND MAINTENANCE AND REPAIR OCCUPATIONS

23260 FABRIC WORKER
The Fabric Worker makes, alters, and repairs a variety of fabric articles such as clothing, awnings, tents, gun covers, sleeping bags, parachutes, inflatable shelters, flags, bed linens, and belts. Fabrics include wool, cotton, canvas, nylon, polyester, olefin, metallic fabrics,

leatherette, velour, burlap, felt, vinyl, and fabrics made of rubber yarns or plastic filaments. The Fabric Worker takes measurements and makes patterns and layouts, marks, cuts, fits, and sews or cements parts together, using hand- or power tools and equipment and knowledge of fabrics and construction methods, and may do upholstery work on such items as cushions and vehicle seats. Fabric Worker requires a high school diploma or high school equivalent and 0 years of experience.

23370 GENERAL MAINTENANCE WORKER
The General Maintenance Worker performs general maintenance and repair of equipment and buildings requiring practical skill and knowledge (but not proficiency) in such trades as painting, carpentry, plumbing, masonry, and electrical work. Work involves a variety of the following duties: replacing electrical receptacles, wires, switches, fixtures, and motors, using plaster or compound to patch minor holes and cracks in walls and ceilings, repairing or replacing sinks, water coolers, and toilets painting structures and equipment; repairing or replacing concrete floors, steps, and sidewalks, replacing damaged paneling and floor tiles, hanging doors and installing door locks, replacing broken window panes, and performing general maintenance on equipment and machinery. General Maintenance Worker requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:

a. Craft workers included in a formal apprenticeship or progression program based on training and experience;
b. Skilled craft workers required to demonstrate proficiency in one or more trades;
c. Workers performing simple maintenance duties not requiring practical skill and knowledge of a trade (e.g., changing light bulbs and replacing faucet washers).

23380 GROUND SUPPORT EQUIPMENT MECHANIC
The Ground Support Equipment Mechanic diagnoses malfunctions and repairs Ground Support Equipment (GSE), advises and trains lower grade workers on diagnosis and repair of less complex repair/maintenance problems, inspects and approves completed maintenance actions, solves repair problems by studying drawings, wiring diagrams and schematics, and technical publications; uses automated maintenance data systems to monitor maintenance trends, analyze equipment requirements, maintain equipment records, and document maintenance actions, and analyzes, diagnosis, and repairs GSE using conventional and digital multi-meters, voltmeters, ohmmeters, frequency counters, oscilloscopes, circuit card testers, transistor testers, and hand tools.

This mechanic maintains external fuel and grounding systems, performs scheduled and unscheduled maintenance on GSE, inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, diagnoses mechanical and electronic circuitry malfunctions using visual and auditory senses, test equipment, and technical publications. This work also does the following: disassembles and assembles malfunctioning GSE accessories and components, removes, disassembles repairs, cleans, treats for corrosion, assembles, and reinstalls GSE components and accessories, stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and

federal environmental standards and regulations. This mechanic prepares GSE for storage and mobility deployment; and operates, cleans, inspects, and services GSE towing vehicles. In addition to maintaining vehicle records, this mechanic maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, practices good housekeeping, tool control, Foreign Object Damage prevention, and safety at all times. Ground Support Equipment Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23381 GROUND SUPPORT EQUIPMENT SERVICER
The Ground Support Equipment Servicer inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, prepares Ground Support Equipment (GSE) for storage and transportation, uses automated maintenance data systems to maintain equipment records, and document maintenance actions and maintains external fuel and grounding systems. In addition, this servicer stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and federal environmental standards and regulations, operates, cleans, inspects, and services GSE towing vehicles. This worker maintains vehicle records, maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, and practices good housekeeping, tool control, Foreign Object Damage prevention and safety at all times. This position requires a high school diploma or high school equivalent and 0 years of experience.

23382 GROUND SUPPORT EQUIPMENT WORKER
The Ground Support Equipment Worker makes repairs to Ground Support Equipment (GSE) following orders of a higher-grade worker, troubleshooting malfunctions of GSE using conventional and digital multi-meters, voltmeters, ohmmeters, frequency counters, oscilloscopes, circuit card testers, transistor testers, and hand tools, prepares GSE for storage and transportation, uses automated maintenance data systems to maintain equipment records, and document maintenance actions, maintains external fuel and grounding systems. This worker performs scheduled and unscheduled maintenance on GSE, inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, disassembles and assembles malfunctioning GSE accessories and components.

In addition, the Ground Support Equipment Worker removes, disassembles repairs, cleans, treats for corrosion, assembles, and reinstalls GSE components and accessories, stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and federal environmental standards and regulations, operates, cleans, inspects, and services GSE towing vehicles; maintains vehicle records, maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, and practices good housekeeping, tool control, Foreign Object Damage prevention, and safety at all times.

Ground Support Equipment Worker requires a high school diploma or high school equivalent and 0 years of experience.

23410 HEATING, VENTILATION, AND AIR-CONDITIONING MECHANIC
The Heating, Ventilation, and Air-Conditioning Mechanic installs, services and repairs environmental-control systems in residences, department stores, office buildings, and other commercial establishments, utilizing knowledge of refrigeration theory, pipefitting and structural layout, mounts compressor and condenser units on platform or floor, using hand tools, following blueprints or engineering specifications, fabricates, assembles and installs ductwork and chassis parts, using portable metalworking tools and welding equipment, and installs evaporator unit in chassis or in air-duct system, using hand tools. This mechanic also cuts and bends tubing to correct length and shape, using cutting and bending equipment and tools, cuts and threads pipe, using machine-threading or hand-threading equipment, joins tubing or pipes to various refrigerating units by means of sleeves, couplings or unions, and solders joints, using torch, forming complete circuit for refrigerant, installs expansion and discharge valves in circuit.

This worker connects motors, compressors, temperature controls, humidity controls, and circulating ventilation fans to control panels and connects control panels to power source; installs air and water filters in completed installation, injects small amount of refrigerant into compressor to test systems and adds Freon gas to build up prescribed operating pressure. This mechanic observes pressure and vacuum gauges and adjusts controls to ensure proper operation, tests joints and connections for gas leaks, using gauges or soap-and-water solution, wraps pipes in insulation batting and secures them in place with cement or wire bands, replaces defective breaker controls, thermostats, switches, fuses and electrical wiring to repair installed units, may install, repair and service air conditioners, ranging from fifteen to twenty tons cooling capacity in warehouses and small factory buildings. The HVAC Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23460 INSTRUMENT MECHANIC
The Instrument Mechanic installs, repairs, maintains, and adjusts indicating, recording, telemetering, and controlling instruments used to measure and control variables, such as pressure, flow, temperature, motion, force, and chemical composition, using hand tools and precision instruments. This worker disassembles malfunctioning instruments, examines and tests mechanism and circuitry for defects; troubleshoots equipment in or out of control system and replaces or repairs defective parts, reassembles instrument and tests assembly for conformance with specifications, using instruments, such as potentiometer, resistance bridge, manometer, and pressure gauge; inspects instruments periodically, and makes minor calibration adjustments to ensure functioning within specified standards. This mechanic may adjust and repair final control mechanisms, such as automatically controlled valves or positioners, and may calibrate instruments according to established standards. Instrument Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23470 LABORER
The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash. Laborer requires a high school diploma or high school equivalent and 0 years of experience.

23510 LOCKSMITH
The Locksmith installs, repairs, modifies, and opens a variety of locking mechanisms found on doors, desks, compartments, mobile equipment, safes, and vaults. This worker examines locking mechanism and installs new unit or disassembles unit and replaces worn tumblers, springs, and other parts or repairs them by filing, drilling, chiseling and grinding, opens door locks by moving lock pick in cylinder or opens safe locks by listening to lock sounds or drilling. This worker makes new or duplicate keys, using key cutting machine, changes combination by inserting new or repaired tumblers into lock, and establishes keying systems for buildings. Locksmith requires a high school diploma or high school equivalent and 0 years of experience.

27007 BAGGAGE INSPECTOR
The Baggage Inspector inspects/screens all passenger baggage and personnel prior to tenting passenger terminal, uses x-ray machine, metal detectors and explosive residue detection equipment, and inspects personnel and/or baggage manually, if required. This inspector is responsible for ensuring that passengers and personnel entering the terminal do not possess unauthorized material such as weapons, explosives, etc. This person communicates with law enforcement personnel if unauthorized material is discovered, or in case of emergency. This worker conducts facility observations to ensure the safety of personnel inside and outside the facility by walking through the building ensuring that there are no obvious treats, unusual situations or suspicious activities, and notifies the proper authorities if such situations occur. The Baggage Inspector may perform routine testing and maintenance of screening equipment. Baggage Inspector requires a high school diploma or high school equivalent and 0 years of experience.

27008 CORRECTIONS OFFICER
The Corrections Officer maintains order among inmates in a prison or local jail, performs routine duties in accordance with established policies, regulations, and procedures to guard and supervise inmates in cells, at meals, during recreation, and on work assignments, and may employ weapons or force to maintain discipline and order. Typical duties include: taking periodic inmate counts, searching inmates and cells for contraband articles, inspecting locks, windows bars, grills, doors, and grates for tampering, aiding in prevention of escapes and taking part in searches for escaped inmates, and escorting inmates to and

from different areas for questioning, medical treatment, work and meals. The Corrections Officer may act as outside wall guard, usually on rotation. Corrections Officer requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:

a. Workers receiving on-the-job training in basic correctional activities.
b. Positions responsible for providing counseling or rehabilitation services to inmates.

27010 COURT SECURITY OFFICER

This incumbent patrols courthouse to provide security, escorts defendants to and from courtroom, and stands guard during court proceedings, checks courtroom for security. Assignments include not only the monitoring of entrances to the court, but also attention to the special needs of the court system, particularly in the area of personal protection for the judges, jurors, witnesses, attorneys and other persons involved with the court, including the general public. Duties require specialized training in methods and techniques of protecting security areas. This incumbent is required to demonstrate continuing physical fitness and proficiency with firearms or other special weapons. Court Security Officer requires a high school diploma or high school equivalent and 0 years of experience.

27040 DETENTION OFFICER

The Detention Officer performs various duties related to detention, safeguarding, security and escort of violators of immigration laws, exercises surveillance over detainees, and maintains order and discipline, attends to sheltering, feeding, and physical well-being of detainees, and counseling of alien detainees on personal matters. This worker guards detainees at deportation or exclusion hearings, recognizes potentially hazardous health, safety, security, or discipline problems, supervises voluntary work details, and encourages participation in organized recreational activities. Detention Officer requires a high school diploma or high school equivalent and 0 years of experience.

27100 GUARD (Occupational Base)

This guard protects property from theft or damage, or persons from hazards or interference. Duties involve serving at a fixed post, making rounds on foot or by motor vehicle, or escorting persons or property. This worker may be deputized to make arrests, and may help visitors and customers by answering questions and giving directions. This person may be required to demonstrate proficiency in the use of firearms and other special weapons and continuing physical fitness.

For wage study purposes, Guards are classified as follows:

27101 GUARD I

This guard carries out detailed instructions and procedures primarily oriented to ensure that emergencies and security violations are readily discovered, and reported to appropriate authority. The primary duty is to observe and report security and emergency situations. This guard intervenes directly only in situations which require minimal action to safeguard property or persons. Duties require minimal training and physical fitness standards. Guard I requires a high school diploma or high school equivalent and 0 years of experience.

27102 GUARD II
The Guard II enforces regulations and procedures designed to prevent breaches of security, exercises judgment and uses discretion in responding to incidents and emergencies, determining whether to intervene directly, ask for assistance as time permits, keep situation under control or surveillance, or to report incident or situation to the appropriate authority for handling. Duties require specialized training in methods and techniques of protecting controlled areas. Commonly, the Guard II is required to demonstrate proficiency with firearms and other special weapons, and to meet rigorous physical fitness standards. Guard II requires a high school diploma or high school equivalent plus one year of relevant experience.

30000 TECHNICAL OCCUPATIONS

31043 DRIVER/COURIER
The Driver/Courier drives automobile or light truck to deliver messages, documents, packages and mail to various business concerns or governmental agencies, may occasionally transport office personnel and visitors, perform miscellaneous errands, such as carrying mail to and from the post office and sorting or opening incoming and outgoing mail. The Driver Courier may obtain receipts for articles delivered and keep a log of items received and delivered, and deliver items to offices and departments within an establishment. Driver/Courier requires a high school diploma or high school equivalent and 0 years of experience.

07000 FOOD PREPARATION AND SERVICE OCCUPATIONS

07010 BAKER
The Baker applies full knowledge of baking trade and is responsible for producing standard baked goods such as bread, rolls, cakes, cookies, biscuits, muffins, and various types of puddings, and ice cream or sherbets. Baker requires a high school diploma or high school equivalent and 0 years of experience.

07040 COOK (Occupational Base)
The Cook prepares food, using various cooking methods, i.e., boiling, roasting, baking, broiling, to make suitable for eating.

07041 COOK I
The Cook I independently performs moderately difficult tasks in preparing small quantities of quickly prepared food such as steaks, chops, cutlets, hamburgers, eggs, salads and other similar items. Excludes workers who exercise general supervision over kitchen activities. Cook I requires a high school diploma or high school equivalent and 0 years of experience.

07042 COOK II
The Cook II prepares in large quantities, by various methods of cooking, meat, poultry, fish, vegetables, seasons and cooks all cuts of various meats, fish and poultry, boils, steams or fries vegetables, makes gravies, soups, sauces, roasts, meat pies, fricassees, casseroles, and stews. Excludes food service supervisors and head cooks who exercise general supervision over kitchen activities. Cook II requires a high school diploma or high school

equivalent plus one year of experience.

07070 DISHWASHER
The Dishwasher manually or mechanically washes and rinses dishes, glasses and silverware; maintains proper temperature for sterilization and adds soap as needed, and performs other duties as assigned. Dishwasher requires a high school diploma or high school equivalent and 0 years of experience.

07130 FOOD SERVICE WORKER (Cafeteria Worker)
The Food Service Worker (Cafeteria Worker) serves as a cafeteria and/or delicatessen/bakery worker helping in the preparation, presentation and serving of specialty meats, delicacies, preserved foods, cheeses, salads, breads and sweets to patrons. The incumbent assists in weighing, pricing and wrapping selected foods on plates, trays and in bags, prepares food displays in counter cases and other display units, greets customers as they arrive at service counter, takes special orders, and answers basic customer questions about specialty foods.

Using prepared ingredients and following routine, repetitive steps, this Worker makes hot and/or cold sandwiches, fruit and vegetable trays, salads and rotisserie chicken, may slice and/or mix simple ingredients, as needed, cleans counters and trays, washes dishes and maintains cleanliness of preparation, work and display areas, inspects and cleans equipment. This Worker may assist in any or all of the following: measuring and mixing ingredients as directed, assists in preparing, cooking and decorating breads, rolls, pastries, cakes and other bakery items, receives, unloads trucks, and stores stock, takes special orders or unusual food requests from customers, takes payment and makes change for customers. Food Service Worker requires a high school diploma or high school equivalent and 0 years of experience.

07260 WAITER/WAITRESS
The Waiter/Waitress serves food and beverages to patrons at counters and tables in coffee shops, lunchrooms, and other dining establishments. This worker presents menus to customers, answers questions, and makes suggestions regarding food and service. Duties include: memorizing or writing order on check, relaying order to kitchen and serving course from kitchen and service bars. The Waiter/Waitress observes guests to fulfill any additional requests and to perceive when meal has been completed, totals bill and accepts payment or refers patron to Cashier. The Waiter/Waitress may ladle soup, toss salads, portion pies and desserts, brew coffee, perform other services as determined by establishment's size and practices, and may clear and reset counters or tables at conclusion of each course or meal. Waiter/Waitress requires a high school diploma or high school equivalent and 0 years of experience.

13000 INFORMATION AND ARTS OCCUPATIONS

13010 EXHIBITS SPECIALIST (Occupational Base)
The Exhibits Specialist constructs and installs exhibit structures, electric wiring, and fixtures of materials, such as wood, plywood, and fiberglass, using hand tools and power tools. This

Specialist studies sketches or scale drawings for temporary or permanent display or exhibit structures to determine type, amount, and cost of material needed. The Specialist confers with exhibit planning and art personnel to discuss structural feasibility of plans and to suggest alternate methods of displaying objects in exhibit; cuts, assembles, and fastens parts to construct framework, panels, shelves, and other exhibit components of specified materials, using hand tools and power tools. The Exhibits Specialist sprays or brushes paint, enamel, varnish, or other finish on structures, or creates special effects by applying finish with cloth, sponge, or fingers to prepare structure for addition of fittings.

This Specialist would mount fittings and fixtures, such as shelves, panel boards, and shadow boxes to framework, using hand tools or adhesives; install electrical wiring, fixtures, apparatus, audiovisual components, or control equipment in framework, according to design specifications, install or affix murals, photographs, graphs, mounted legend materials, and graphics in framework or on fixtures assembles. Typically, the Exhibits Specialist duties also include the following: installing or arranging structures in exhibit galleries working with maintenance and installation personnel, tests electrical, electronic, and mechanical components of exhibit structure to verify operation, may maintain inventory of building materials, tools, and equipment, and order supplies as needed for construction of exhibit fixtures; assigning duties to, and supervising work of carpentry, electrical, and other craft workers engaged in constructing and installing exhibit components.

13011 EXHIBITS SPECIALIST I
At this level, the Exhibits Specialist brings to the job manual dexterity, mechanical skill, and/or artistic skill, plus aptitude for learning exhibits techniques. They perform duties related to the fabrication, finishing and repair of exhibits while acquiring training in museum or exhibits techniques. Exhibits Specialist I requires a high school diploma or high school equivalent and 0 years of experience.

13012 EXHIBITS SPECIALIST II
At this level, the Exhibits Specialist performs independently of the phases of work in which they are proficient and receive training in the more complex processes. Duties relate to the fabrication, finishing and maintenance of exhibits that require a high degree of manual dexterity and moderate but varied artistic skills. Generally, they work from accurate scale drawings, blueprints or sketches with instructions as to the materials to be used and the colors to be matched. On the phases of the work with which they are thoroughly familiar, and within the framework of accepted and proven methods and techniques, there is considerable latitude of choice in execution. The supervisor checks their work at the completion of each phase on work that involves several processes or stages of development. Exhibits Specialist II requires a high school diploma or high school equivalent plus one year of relevant experience.

13013 EXHIBITS SPECIALIST III
At this level, the Exhibits Specialist is responsible for the construction of portions of more complex exhibits, such as models, three-dimensional training aids, or complex exhibit cases and other exhibit furniture. Complexity of work may be indicated by: (a) subject matter which requires extensive study and search of the literature; (b) the need to demonstrate the significance of an event or development; (c) the need to present the development or

evaluation of an event; and (d) subject matter involving several disciplines. Another area of work at this level includes the planning of detailed work processes and actual restoration work on historic structures or valuable items, or the construction of replicas or models requiring greater skill than is required for the work at the Exhibits Specialist II level. At level III, Exhibits Specialists are comparatively free to use judgment in selecting work methods and materials, and developing techniques and color schemes. Exhibits Specialist III requires a high school diploma or high school equivalent plus two years of relevant experience.

13058 LIBRARY TECHNICIAN
The Library Technician provides information service such as answering questions regarding card catalogs and assists in the use of bibliographic tools, such as Library of Congress catalog. The incumbent performs routine cataloging of library materials, files cards in catalog drawers according to system used, answers routine inquiries, and refers persons requiring professional assistance to Librarian. This Technician verifies bibliographic information on order requests, works or directs workers in maintenance of stacks or in section of department or division with tasks such as ordering or receiving section of acquisitions department, card preparation activities in catalog department, or limited loan or reserve desk operation of circulation department. Library Technician requires a high school diploma or high school equivalent and 0 years of experience.

13060 MEDIA SPECIALIST (Occupational Base)
The Media Specialist maintains functionality (expiration dates, incorrect labeling, etc.) for a variety of media sources, e.g., tapes, cassettes, microfiche, film, and compact disks/DVDs, in addition to introduction of new media technology. Troubleshoots and resolves media errors and data processing problems; lower-level media specialists focus on preplanned procedures when troubleshooting, while higher level media specialist may deviate from standard operating procedures.

13061 MEDIA SPECIALIST I
The Media Specialist I maintains library of media (tapes, cassettes and microfiche), which presents few difficult data processing problems (e.g. damaged media or misplaced media). In response to data processing problems, this person applies data processing or corrective procedures, refers problems which do not have preplanned procedures, and works under general supervision of the higher-level Media Specialists. Media Specialist I requires a high school diploma or high school equivalent and 0 years of experience.

13062 MEDIA SPECIALIST II
This Specialist maintains a range of media (tapes, cassettes and microfiche). In addition to maintaining the media library and resolving common data processing problems, the incumbent diagnoses and acts on media errors not fully covered by existing procedures and guidelines (e.g., tape, disposition or making mechanical adjustments to maintain or restore media equipment). In response to media error reports, this Worker may deviate from standard procedures if standard procedures do not provide a solution and refers still-unresolved problems to Media Specialist III. Media Specialist II requires a high school diploma or high school equivalent plus one year of relevant experience.

13063 MEDIA SPECIALIST III
The Media Specialist III adapts to a variety of nonstandard problems that require extensive specialist assistance (e.g., expiration date on media, media internally labeled incorrectly or frequent introduction of new media technology). In response to media error conditions, this Worker chooses or devises a course of action from among processing tanks and dryer, around polished drum, and onto take-up reel. The specialist turns valves to fill tanks with premixed solutions such as developer, dyes, stop-baths, fixers, bleaches, and washes, moves thermostatic control to keep steam-heated drum at specified temperature, and splices sensitized paper to leaders using tape. The specialist then starts machine and throws switches to synchronize drive speeds of processing and drying units, compares processed prints with color standard, reports variations to control department, adds specified amount of chemicals to renew solutions, and maintains production records. Media Specialist III requires a high school diploma or high school equivalent plus two years of relevant experience.

13070 PHOTOGRAPHER (Occupational Base)
The Photographer takes pictures requiring knowledge of photographic techniques, equipment, and processes. Typically, some familiarity with the organization's activities (i.e., scientific, engineering, industrial, technical, retail, commercial, etc.) and some artistic ability are needed at higher levels. Depending on the objectives of the assignment, photographers use standard equipment (including simple still, graphic, and motion picture cameras, video and television hand cameras, and similar commonly used equipment) and/or use special-purpose equipment (including specialized still and graphic cameras, motion picture production, television studio, and high-speed cameras and equipment). At the higher levels, a complex accessory system of equipment may be used, as needed, with sound or lighting systems, generators, timing or measurement control mechanisms, or improvised stages or environments, etc. Work of photographers at all levels is reviewed for quality and acceptability. The Photographer may also develop, process, and edit film or tape, serve as a lead photographer to lower-level workers, or may perform work described at lower levels as needed.

Positions are matched to the appropriate level based on the difficulty of, and responsibility for the photography performed, including the subject-matter knowledge and artistry required to fulfill the assignment. While the equipment may be an indication of the level of difficulty, photographers at the higher level may use standard equipment, as needed.

13071 PHOTOGRAPHER I
The Photographer I takes routine pictures in situations where several shots can be taken. This Photographer uses standard still cameras for pictures lacking complications, such as speed, motion, color contrast, or lighting. Photographs are taken for identification, employee publications, information, or publicity purposes. Workers must be able to focus, center, and provide simple flash- type lighting for an uncomplicated photograph. Typical subjects are employees who are photographed for identification, award ceremonies, interviews, banquets or meetings; or external views of machinery, supplies, equipment, building, damaged shipments, or other subjects photographed to record conditions. Assignments

usually are performed without direct guidance due to the clear and simple nature of the desired photograph. Photographer I requires a high school diploma or high school equivalent and 0 years of experience.

13072 PHOTOGRAPHER II

This Photographer uses standard still cameras, commonly available lighting equipment and related techniques to take photographs, which involve limited problems of speed, motion, color contrast, or lighting. Typically, the subjects photographed are similar to those at Level I, but the technical aspects require more skill. Based on clear-cut objectives, this Worker determines shutter speeds, lens settings and filters, camera angles, exposure times, and type of film. This position requires familiarity with the situation gained from similar past experience to arrange for specific emphasis, balanced lighting, and correction for distortion, etc., as needed. The Photographer II may use 16mm or 35mm motion picture cameras for simple shots such as moving equipment or individuals at work or meetings, where available or simple artificial lighting is used. Ordinarily, there is opportunity for repeated shots or for retakes if the original exposure is unsatisfactory. This Photographer consults with supervisor or photographers that are more experienced when problems are anticipated. Photographer II requires a high school diploma or high school equivalent plus one year of relevant experience.

13073 PHOTOGRAPHER III

The Photographer III selects from a range of standard photographic equipment for assignments demanding exact renditions, normally without opportunity for later retakes, when there are specific problems or uncertainties concerning lighting, exposure time, color, artistry, etc. Job tasks require this worker to discuss technical requirements with operating officials or supervisor and customize treatment for each situation according to a detailed request, vary camera processes and techniques, and use the setting and background to produce esthetics, as well as accurate and informative pictures. Typically, standard equipment is used at this level, although "specialized" photography can be performed using some special-purpose equipment under closer supervision.

In typical assignments, the Photographer III photographs the following: (1) drawings, charts, maps, textiles, etc., requiring accurate computation of reduction ratios and exposure times and precise equipment adjustments; (2) tissue specimens in fine detail and exact color when color and condition of the tissue may deteriorate rapidly; (3) medical or surgical procedures or conditions which normally cannot be recaptured; (4) machine or motor parts to show wear or corrosion in minute wires or gears; (5) specialized real estate, goods and products for catalogs or listings when salability is enhanced by the photography; (6) work, construction sites, or patrons in prescribed detail to substantiate legal claims, contracts, etc.; (7) artistic or technical design layouts requiring precise equipment settings; and (8) fixed objects on the ground or air-to-air objects which must be captured quickly and require directing the pilot to get the correct angle of approach. This person works independently; solves most problems through consultations with more experienced photographers, if available, or through reference sources. Photographer III requires a high school diploma or high school equivalent plus two years of relevant experience.

13074 PHOTOGRAPHER IV

The Photographer IV uses special-purpose cameras and related equipment for assignments in which the photographer usually makes all the technical decisions, although the objective of the pictures is determined by operating officials. This Worker conceives and plans the technical photographic effects desired by operating officials and discusses modifications and improvements to their original ideas in light of the potential and limits of the equipment, improvises photographic methods and techniques or selects and alters secondary photographic features (e.g., scenes, backgrounds, colors, lighting). Many assignments afford only one opportunity to photograph the subject. Typical examples of equipment used at this level include ultra-high speed, motion picture production, studio television, animation cameras, specialized still and graphic cameras, electronic timing and triggering devices, etc.

Some assignments are characterized by extremes in light values and the use of complicated equipment. This photographer sets up precise photographic measurement and control equipment; uses high speed color photography, synchronized stroboscopic (interval) light sources, and/or timed electronic triggering; operates equipment from a remote point; or arranges and uses cameras operating at several thousand frames per second. In other assignments, selects and sets up motion picture or television cameras and accessories and shoots a part of a production or a sequence of scenes, or takes special scenes to be used for background or special effects in the production. This person works under guidelines and requirements of the subject-matter area to be photographed and consults with supervisors only when dealing with highly unusual problems or altering existing equipment.
Photographer IV requires a high school diploma or high school equivalent plus three years of relevant experience.

13075 PHOTOGRAPHER V

As a top technical expert, the Photographer V exercises imagination and creative ability in response to photography situations requiring novel and unprecedented treatment. This worker typically performs one or more of the following assignments: (1) develops and adapts photographic equipment or processes to meet new and unprecedented situations, e.g. works with engineers and physicists to develop and modify equipment for use in extreme conditions such as excessive heat or cold, radiation, high altitude, under water, wind and pressure tunnels, or explosions; (2) plans and organizes the overall technical photographic coverage for a variety of events and developments in phases of a scientific, industrial, medical, or research project; or (3) creates desired illusions or emotional effects by developing trick or special effects photography for novel situations requiring a high degree of ingenuity and imaginative camera work to heighten, simulate, or alter reality.

The Photographer V Independently develops, plans, and organizes the overall technical photographic aspects of assignments in collaboration with operating officials who are responsible for project substance. This worker uses imagination and creative ability to implement objectives within the capabilities and limitations of cameras and equipment, may exercise limited control over the substance of events to be photographed by staging actions, suggesting behavior of the principals, and rehearsing activities before photographs are taken. Photographer V requires a high school diploma or high school equivalent plus four year of relevant experience.

13110 VIDEO TELECONFERENCE TECHNICIAN
The Video Teleconference Technician operates video teleconferencing equipment including powering up teleconferencing equipment, checking equipment for proper operation, setting audio levels, positioning camera functions, performing secure or non-secure setup; operate or assist in operating session control panel, studio control unit, and high-resolution graphics. Job tasks require this technician to provide assistance to users in conducting video teleconference sessions, which may include conference preparation, and monitor VTC equipment and system performance, reporting equipment and network problems to appropriate parties for maintenance or repair. The Video Teleconference Technician's responsibilities may include operation of briefing computers, projectors or other audiovisual equipment in conjunction with video teleconferencing services; may include scheduling video teleconferencing sessions, training personnel in operation of video teleconferencing equipment, and other audiovisual equipment associated with video teleconferencing services. Video Teleconference Technician requires a high school diploma or high school equivalent and 0 years of experience.

99000 MISCELLANEOUS OCCUPATIONS

99030 CASHIER
The Cashier receives cash from customers or employees in payment for goods or services and records amounts received, computes or re-computes bills, itemized lists, and tickets showing amount due using adding machine or cash register, makes change, cashes checks and issues receipts or tickets to customers; records amounts received, prepares reports of transactions, reads and records totals shown on cash register tape and verifies against cash on hand. The Cashier may make credit card transactions and may be required to know the value and features of items for which money is received. This worker may give cash refunds or issue credit memorandums to customers for returned merchandise, operate ticket-dispensing machines, sell candy, cigarettes, gum and gift certificates, and issue trading stamps. This person is usually employed in restaurants, cafeterias, theaters, retail stores, and other establishments. Cashier requires a high school diploma or high school equivalent and 0 years of experience.

99050 DESK CLERK
The Desk Clerk performs any combination of the following duties for guests of hotel, motel, or other lodging facility: registers and assigns rooms to guests, issues and receives room keys, date-stamps, sorts, and racks incoming mail and messages; receives and transmits messages using equipment such as telephone switchboard, console, telegraph, and teletype, answers inquiries pertaining to establishment services, shopping, dining, entertainment, and travel directions, keeps records of room availability and guests' accounts, computes bills, collects payments, and makes changes for guests.
The Desk Clerk makes and confirms room reservations, may post charges such as room, food, liquor, or telephone to casebooks by hand or machine, make restaurant, transportation, or entertainment reservations, and arrange for tours, may deposit guests' valuables in safe or safe-deposit box, and may sell tobacco, candy, and newspapers. Desk Clerk requires a high school diploma or high school equivalent and 0 years of experience.

99810 SALES CLERK
The Sales Clerk sells a variety of inexpensive merchandise usually in a retail trade establishment, for which knowledge of the items sold is not a primary requirement. This incumbent performs the following tasks: stocks shelves, counters, or tables with merchandise, sets up advertising displays or arranges merchandise on counters or tables to promote sales, stamps, marks, or tags price on merchandise; obtains merchandise requested by customer or receives merchandise selected by customer; totals price and tax on merchandise selected by customer using paper and pencil, cash register, or adding machine to determine bill. This worker receives payment and makes change, occasionally calculates sales discount in determining sales slip, wraps or bags merchandise for customers, cleans shelves, counter, or tables, as necessary; may keep record of sales, prepare inventory of stock, or order merchandise; and may be designated according to product sold or type of store. Sales Clerk requires a high school diploma or high school equivalent and 0 years of experience.

TECHNICAL, SCIENTIFIC, LEGAL, MEDICAL, PROTECTIVE, and PROFESSIONAL OCCUPATIONS

30060 DRAFTER/CAD OPERATOR (Occupational Base)
The Draft/CAD Operator performs drafting work manually or using a computer, requiring knowledge and skill in drafting methods, procedures, and techniques, prepares drawings of structures, facilities, land profiles, water systems, mechanical and electrical equipment, pipelines, duck systems, and similar equipment, systems, and assemblies. Drawings are used to communicate engineering ideas, design, and information. This operator uses recognized systems of symbols, legends, shadings, and lines having specific meanings in drawings.

Excluded are:
a. Designers using technical knowledge and judgment to conceive, plan, or modify designs;
b. Illustrators or graphic artists using artistic ability to prepare illustrations;
c. Office drafters preparing charts, diagrams, and room arrangements to depict statistical and administrative data;
d. Cartographers preparing maps and charts primarily using a technical knowledge of cartography;
e. Positions below level I; workers in these trainee positions either trace or copy finished drawings under close supervision or, receive instruction in the elementary methods and techniques of drafting; and
f. Supervisors.

Positions are classified into levels based on the following definitions.

30061 DRAFTER/CAD OPERATOR I
This operator prepares drawings or computer models of simple, easily visualized structures, systems, parts or equipment from sketches or marked-up prints, selects appropriate

templates/computer programs or uses a compass and other equipment needed to complete assignments. Drawings and models fit familiar patterns and present few technical problems. Supervisor provides detailed instructions on new assignments, gives guidance when questions arise, and reviews completed work for accuracy. Typical assignments include:

a. Revisions to the original drawings of a plumbing system by increasing pipe diameters.
b. Drawing from sketches, the building floor plans, determining size, spacing and arrangement of freehand lettering according to scale.
c. Drawing simple land profiles from predetermined structural dimensions and reduced survey notes.
d. Tracing river basin maps and enters symbols to denote stream sampling locations, municipal and industrial waste discharges, and water supplies.
e. Preparing a computer model of a room, building, structure from data, prints, and/or photos

Draft/CAD Operator I requires a high school diploma or high school equivalent and 0 years of experience.

30062 DRAFTER/CAD OPERATOR II

This operator prepares various drawings computer models of such units as construction projects or parts and assemblies, including various views, sectional profiles, irregular or reverse curves, hidden lines, and small or intricate details. Work requires use of most of the conventional drafting and CAD techniques and a working knowledge of the terms and procedures of the occupation. The Draft/CAD Operator II makes arithmetic computations using standard formulas. Familiar or recurring work is assigned in general terms. Unfamiliar assignments include information on methods, procedures, sources of information, and precedents to follow. Simple revisions to existing drawings or computer models may be assigned with a verbal explanation of the desired results. More complex revisions are produced from sketches, computer models or specifications that clearly depict the desired product. Typical assignments include:

a. Preparing several views of a simple gear system from a layout and manual references and obtaining dimensions and tolerances from manuals and by measuring the layout.
b. Preparing and revising detail and design drawings for such projects as the construction and installation of electrical or electronic equipment, plant wiring, and the manufacture and assembly of printed circuit boards. Drawings typically include details of mountings, frames, guards, or other accessories; conduit layouts; or wiring diagrams indicating transformer sizes, conduit locations and mountings.
c. Drawing base and elevation views, sections, and details of new bridges or other structures, revising complete sets of roadway drawings for highway construction projects, or preparing block maps, indicating water and sewage line locations.

Drafter/CAD Operator II requires a high school diploma or high school equivalent plus one year of relevant experience.

30063 DRAFTER/CAD OPERATOR III

This operator prepares complete sets of complex drawings or computer models that include multiple views, detail drawings, and assembly drawings. Drawings or models include complex design features that require considerable drafting skill to visualize and portray. Assignments regularly require the use of mathematical formulas to draw land contours or to compute weights, center of gravity, load capacities, dimensions, quantities of material, etc. The Draft/CAD Operator works from sketches, computer models, and verbal information supplied by an engineer, architect, or designer to determine the most appropriate views, detail drawings, and supplementary information needed to complete assignments. This operator selects required information from computer programs, and internet sites, precedents, manufacturers' catalogs, and technical guides. This operator independently resolves most of the problems encountered. Supervisor or design originator may suggest methods of approach or provide advice on unusually difficult problems. Typical assignments include:

a. Prepares complete sets of drawings of test equipment to be manufactured from layouts, models, or sketches. Several cross-sectional and subassembly drawings are required. From information supplied by the design originator and from technical handbooks and manuals, this operator describes dimensions, tolerances, fits, fabrication techniques, and standard parts to use in manufacturing the equipment.
b. From electronic schematics, information as to maximum size, and manuals giving dimensions of standard parts, determines the arrangement and prepares drawing of printed circuit boards.
c. From precedents, drafting standards, and established practices, prepares final construction drawings for floodgates, navigation locks, dams, bridges, culverts, levees, channel excavations, dikes and berms, prepares boring profiles, typical cross-sections, and land profiles; and delineates related topographical details as required.
d. Prepares final drawings for street paving and widening or for water and sewer lines having complex trunk lines; reduces field notes and calculates true grades. From engineering designs, lays out plan, profile and detail appurtenances required; and notifies supervisor of conflicting details in design.
e. Excludes drafter performing work of similar difficulty to that described at this level but who provides support for a variety of organizations that have widely differing functions or requirements.

Drafter/CAD Operator III requires a high school diploma or high school equivalent plus two years of relevant experience.

30064 DRAFTER/CAD OPERATOR IV

This operator works closely with design originators, preparing drawings or computer models of unusual, complex, or original designs that require a high degree of precision, performs unusually difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise. This incumbent assures that anticipated problems in manufacture, assembly, installation, and operation are resolved by the drawing produced, exercises independent judgment in selecting and interpreting data based on knowledge of the design intent. Although working primarily as a drafter, this worker may occasionally interpret general designs prepared by others to complete minor details, may provide advice and guidance to lower-level drafters or serve as coordinator and planner for large and complex

drafting projects. Drafter/CAD Operator IV requires a high school diploma or high school equivalent plus three years of relevant experience.

30080 ENGINEERING TECHNICIAN (Occupational Base)
To be covered by these definitions, employees must meet all of the following criteria: Be able to provide semi-professional technical support for engineers working in such areas as research, design, development, testing, or manufacturing process improvement. Work pertains to electrical, electronic, or mechanical components or equipment. These technicians are required to have some practical knowledge of science or engineering. Some positions may require a practical knowledge of mathematics or computer science. Included are workers who prepare design drawings and assist with the design, evaluation, and/or modification of machinery and equipment.

Excluded are:

a. Production and maintenance workers, including workers engaged in calibrating, repairing, or maintaining electronic equipment (see Maintenance Electronics Technicians);
b. Model Makers and other craft workers.
c. Quality Control Technicians and Testers.
d. Chemical and other non-engineering laboratory technicians.
e. Civil Engineering Technicians and Drafters.
f. Positions (below Level I) which are limited to simple tasks such as: measuring items or regular shapes with a caliper and computing cross- sectional areas; identifying, weighing, and marking easy-to-identify items; or recording simple instrument readings at specified intervals; and engineers required to apply a professional knowledge of engineering theory and principles.

30081 ENGINEERING TECHNICIAN I
This technician performs simple routine tasks under close supervision or from detailed procedures. Work is checked in progress or on completion. This person performs one or a combination of such typical duties as:

a. Assembling or installing equipment or parts requiring simple wiring, soldering, or connecting.
b. Performing simple or routine tasks or tests such as tensile or hardness tests; operating and adjusting simple test equipment; records test data.
c. Gathering and maintaining specified records of engineering data such as tests, drawings, etc.; performing computations by substituting numbers in specified formulas; plotting data and drawing simple curves and graphs.

Engineering Technician I requires a high school diploma or high school equivalent and 0 years of experience.

30082 ENGINEERING TECHNICIAN II
The Engineering Technician II performs standardized or prescribed assignments involving a sequence of related operations, follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine

work is reviewed on completion; non-routine work may be reviewed in progress. This technician performs at this level, one or a combination of such typical duties as:

a. Following specific instructions, assembles or constructs simple or standard equipment or parts, servicing or repairing simple instruments or equipment.
b. Conducting a variety of tests using established methods, preparing test specimens, adjusting and operating equipment, recording test data, and pointing out deviations resulting from equipment malfunction or observational errors.
c. Extracting engineering data from various prescribed but non-standardized sources, processing the data following well-defined methods including elementary algebra and geometry, and presenting the data in prescribed form.

Engineering Technician II requires a high school diploma or high school equivalent plus two years of relevant experience.

30083 ENGINEERING TECHNICIAN III

The Engineering Technician III performs assignments that are not completely standardized or prescribed, selects or adapts standard procedures or equipment, using fully applicable precedents, receives initial instructions, equipment requirements, and advice from supervisor or engineer as needed, performs recurring work independently. Work is reviewed for technical adequacy or conformity with instructions. This technician performs at this level one or a combination of such typical duties as:

a. Constructing components, subunits, or simple models or adapts standard equipment; may troubleshoot and correct malfunctions.
b. Following specific layout and scientific diagrams to construct and package simple devices and subunits of equipment.
c. Conducting various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement, selecting, preparing, and operating standard test equipment and recording test data.
d. Extracting and compiling a variety of engineering data from field notes, manuals, lab reports, etc., processing data, identifying errors or inconsistencies, selecting methods of data presentation.
e. Assisting in design modification by compiling data related to design, specifications, and materials that are pertinent to specific items of equipment or component parts; developing information concerning previous operational failures and modifications and using judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information.

Engineering Technician III requires a high school diploma or high school equivalent plus four years of relevant experience.

30084 ENGINEERING TECHNICIAN IV

The Engineering Technician IV performs non-routine assignments of substantial variety and complexity, using operational precedents that are not fully applicable, such assignments that are typically parts of broader assignments, are screened to eliminate unusual design problems. This incumbent may plan such assignments. This technician receives technical advice from a supervisor or engineer. Work is reviewed for technical adequacy (or conformity with instructions). This position may be assisted by lower-level technicians and

have frequent contact with professionals and others within the establishment, and performs one or a combination of such typical duties as:

a. Developing or reviewing designs by extracting and analyzing a variety of engineering data, applying conventional engineering practices to develop, prepare, or recommend schematics, designs, specifications, electrical drawings and parts lists. (Examples of designs include detailed circuit diagrams; hardware fittings or test equipment involving a variety of mechanisms; conventional piping systems; and building site layouts).
b. Conducting tests or experiments requiring selection and adaptation or modification of a wide variety of critical test equipment and test procedures, preparing and operating equipment, recording data, measuring and recording problems of significant complexity that sometimes require resolution at a higher level, and analyzes data and prepares test reports.
c. Applying methods outlined by others to limited segments of research and development projects, constructing experimental or prototype models to meet engineering requirements; conducts tests or experiments and redesigns as necessary and recording and evaluating data and reports findings.

Engineering Technician IV requires a high school diploma or high school equivalent plus six years of relevant experience.

30085 ENGINEERING TECHNICIAN V

This technician performs non-routine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more diverse project, selects and adapts plans, techniques, designs, or layouts, contacts personnel in related activities to resolve problems and coordinate the work, reviews, analyzes, and integrates the technical work of others. Supervisor or professional engineer outlines objectives, requirements, and design approaches. Completed work is reviewed for technical adequacy and satisfaction of requirements. This incumbent may train and be assisted by lower-level technicians, and performs one or a combination of the following:

a. Designs, develops, and constructs major units, devices, or equipment; conducts tests or experiments; analyzes results and redesigns or modifies equipment to improve performance; and reports results.
b. From general guidelines and specifications (e.g., size or weight requirements), develops designs for equipment without critical performance requirements that are difficult to satisfy such as engine parts, research instruments, or special purpose circuitry. Analyzes technical data to determine applicability to design problems; selects from several possible design layouts; calculates design data; and prepares layouts, detailed specifications, parts lists, estimates, procedures, etc. May check and analyze drawings or equipment to determine adequacy of drawings and design.
c. Plans or assists in planning tests to evaluate equipment performance. Determines test requirements, equipment modification, and test procedures; conducts tests using all types of instruments; analyzes and evaluates test results and prepares reports on findings and recommendations.

Engineering Technician V requires a high school diploma or high school equivalent plus eight years of relevant experience.

30086 ENGINEERING TECHNICIAN VI

This technician independently plans and accomplishes complete projects or studies of broad scope and complexity, or serves as an expert in a narrow aspect of a particular field of engineering, e.g., environmental factors affecting electronic engineering. Complexity of assignments typically requires considerable creativity and judgment to devise approaches to accomplish work, resolve design and operational problems, and make decisions in situations where standard engineering methods, procedures, and techniques may not be applicable. Supervisor or professional engineer provides advice on unusual or controversial problems or policy matters. Completed work is reviewed for compliance with overall project objectives. This worker may supervise or train and be assisted by lower-level technicians, and performs, one or a combination of the following:

a. Prepares designs and specifications for various complex equipment or systems (e.g., a heating system in an office building, or new electronic components such as solid-state devices for instrumentation equipment).
b. Plans approach to solve design problems; conceives and recommends new design techniques; resolves design problems with contract personnel, and assures compatibility of design with other parts of the system.
c. Designs and coordinates test set-ups and experiments to prove or disprove the feasibility of preliminary design; uses untried and untested measurement techniques; and improves the performance of the equipment. May advise equipment users on redesign to solve unique operational deficiencies.
d. Plans approach and conducts various experiments to develop equipment or systems characterized by (a) difficult performance requirements because of conflicting attributes such as versatility, size, and ease of operation; or (b) unusual combination of techniques or components. Arranges for fabrication of pilot models and determines test procedures and design of special test equipment.

Engineering Technician VI requires a high school diploma or high school equivalent plus ten years of relevant experience.

ACCOUNTANT I

Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. May require a bachelor's degree in area of specialty and 0-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager. Accountant I requires a bachelor's degree or four years of combined education and relevant experience.

ACCOUNTANT II
Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. May require a bachelor's degree in area of specialty and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager. Accountant II requires a bachelor's degree plus two years of relevant experience or six years of combined education and experience.

ACCOUNTANT III
Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. Requires a bachelor's degree in area of specialty, and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department. Accountant III requires a bachelor's degree plus four years of relevant experience or eight years of combined education and experience.

ADMINISTRATIVE OPERATIONS MANAGER I
Solves problems through analysis and evaluation of the facts. Distinguishes issues and circumstances that make each case distinct, then formulates alternative solutions, taking into account the relative benefits and consequences that must be considered. Develops program goals, objectives and organizational plans for the efficient delivery of services. Facilitates local level advisory group. Provides direction to the group in order to improve the delivery of good and services to citizens, customers, and clients. A Bachelor's Degree in any field of study from an accredited college or university and six (6) years of professional level experience with a tactical impact directly related to the purpose of the position defined by the agency at the time of recruitment. Any combination of education from an accredited college or university and/or direct experience in this occupation totaling ten (10) years may substitute for the required education and experience.

ADMINISTRATIVE OPERATIONS MANAGER II
Solves problems through analysis and evaluation of the facts. Distinguishes issues and circumstances that make each case distinct, then formulates alternative solutions, taking into account the relative benefits and consequences that must be considered. Develops program goals, objectives and organizational plans for the efficient delivery of services. Facilitates local level advisory group. Provides direction to the group in order to improve the delivery of good and services to citizens, customers, and clients. A Bachelor's Degree in

any field of study from an accredited college or university and eight (8) years of professional level experience with a tactical impact directly related to the purpose of the position defined by the agency at the time of recruitment. Any combination of education from an accredited college or university and/or direct experience in this occupation totaling twelve (12) years may substitute for the required education and experience.

AUDITOR I
Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. May work with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 0-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager. Auditor I requires a bachelor's degree or four years of combined education and relevant experience.

AUDITOR II
Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. May work with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a supervisor or manager. A certain degree of creativity and latitude is required. Auditor II requires a bachelor's degree plus two years of relevant experience or four years of combined education and relevant experience.

AUDITOR III
Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. Works with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report to an executive or a manager. A wide degree of creativity and latitude is expected. Auditor III requires a bachelor's degree plus four years of relevant experience or eight years of combined education and relevant experience.

COMMUNITY ENGAGEMENT COORDINATOR
MA in Education, Social Work or a related field preferred, or a BA and a minimum of 6 years of experience in human service or related fields involving support to underserved youth and their families. Will act as a community/school facilitator and mobilizer, intentionally involving community members and school staff in a range of activities that address non-academic barriers to learning, with concentration on extended learning, health and wellness, positive school climate, and socioeconomic disparities. Will also advance full-service community school programmatic and integration goals, assuring that Elev8 component services (extended learning, school-based health care, and family engagement and supports) connect to school goals and other community services/supports. Will support a linkage between the local community issues and national education and health reform efforts. Must be able to read, write & understand English. Must be computer literate. Community Engagement Coordinator Auditor II requires a bachelor's degree plus six years of relevant experience or a master's degree.

COMPLIANCE OFFICER
Examines, evaluates, and investigates eligibility for or conformity with laws and regulations governing contract compliance of licenses and permits, and other compliance and enforcement inspection activities not classified elsewhere. Compliance Officer requires a high school diploma or high school equivalent plus one year of relevant experience.

CONTRACT SPECIALIST I
Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and 0-2 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under direct supervision; typically reports to a manager.

CONTRACT SPECIALIST II
Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager.

CONTRACT SPECIALIST III
Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and at least 4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complex tasks. Works under general supervision; typically reports to a manager.

DESKTOP PUBLISHER
Desktop publishers use computer software to design page layouts for newspapers, books,

brochures, and other items that are printed or published online. Desktop publishers typically do the following:

a. Review text, graphics, or other materials created by writers and designers
b. Edit graphics, such as photographs or illustrations
c. Import text and graphics into publishing software
d. Integrate images and text to create cohesive pages
e. Adjust text properties, such as size, column width, and spacing
f. Revise layouts and make corrections as necessary
g. Submit or upload final files for printing or online publishing
h. Desktop publishers use publishing software to create page layouts for print or electronic publication. They may edit text by correcting its spelling, punctuation, and grammar.

Desktop publishers often work with other design, media, or marketing workers, including writers, editors, and graphic designers. For example, they work with graphic designers to come up with images that complement the text and fit the available space. Desktop Publisher requires a high school diploma or high school equivalent and 0 years of experience.

FINANCIAL ANALYST
Compiles and analyzes financial information for an organization. Develops integrated revenue/expense analyses, projections, reports, and presentations. Creates and analyzes monthly, quarterly, and annual reports and ensures financial information has been recorded accurately. Identifies trends and developments in competitive environments and presents findings to senior management. Performs financial forecasting and reconciliation of internal accounts. Requires a bachelor's degree and 4-7 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others.

GENERALIST
Employees in this classification help organizations effectively use employee skills, provide training and development opportunities to improve those skills, and increase employees' satisfaction with their jobs and working conditions. Generalist I requires a high school diploma or high school equivalent plus two years of relevant experience. Generalist II requires a high school diploma or high school equivalent plus four years of relevant experience, an associate's degree plus two years of relevant experience, or a bachelor's degree.

INVESTIGATION CASE WORKER
The CPS Investigation Case Worker initiates CPS investigations and conducts case management of Child Protective Services investigations cases (family services and legal) consistent with policy and procedures so as to permit the attainment of federal standards and performance based budget measures - assigned investigations per month or a combination of investigations and permanency cases which are of equal weight. The CPS Investigation Case Worker assesses safety of children alleged to be maltreated and ensures that the appropriate safety decision is made, and that services are provided to parents and children to mitigate identified safety threats. Requires a bachelor's degree and two years of relevant experience.

INVESTIGATOR
Investigators perform professional investigative work in the enforcement of state and federal laws, rules and regulations, or the enforcement of state agency promulgated rules and regulations. They gather and documents facts, conduct interviews, examine records and collect evidence for violations of law or agency governing statutes, rules or regulations. Requires a bachelor's degree and two years of relevant experience or six combined years of education and experience.

MARKET RESEARCH ANALYST
Research market conditions in local, regional or national areas to determine potential sales of a product or service. May gather information on competitors, prices, sales and methods of marketing and distribution. May use survey results to create a marketing campaign based on regional preferences and buying habits. Requires a high school diploma or high school equivalent plus one year of relevant experience.

OIL & GAS ROYALTY CONSULTANT
This position will assist in training the Royalty Management Division (RMD) on industry practices related to oil and gas royalty reporting, NM State Land Office (SLO) statutory and regulatory requirements, and SLO internal procedures, computer systems, and databases to assure staff possess the skills necessary to successfully perform their duties. This position will also train on researching and issuing production unit numbers, resolving suspense, and all aspects of the RMD audit program including assisting with conducting external field and desk audits of oil and gas companies that consist of highly complex, technical, and legal issues. This position will support RMD Management in training on SLO business related activity such as revenue forecasts, legislative bill analysis, fiscal budget management, the agency's financial audit, PUN development, unit and communitization revamp, web report development, and RAPs queries.

PROJECT ASSISTANT
The Project Assistant supports a project manager with administrative tasks to ensure the project can proceed according to plan. They often write reports, attend meetings, analyze data, manage resources, create schedules, update and file documentation, and track progress toward milestones. They may also provide direction to project team members or assist them with their duties to meet deadlines. Project Assistant requires a high school diploma or high school equivalency and 0 years of experience.

PROJECT MANAGER
Plan, direct, or coordinate, personnel and activities concerned with the design and construction and maintenance of commercial or industrial structures, facilities, and systems. Participate in the conceptual development of construction projects and oversee their organization, scheduling, budgeting, and implementation; includes managers in specialized construction fields, such as carpentry, plumbing, electrical and structural elements. Requires a bachelor's degree and six years of experience or ten years of combined education and experience.

PROGRAM ANALYST
The Program Analyst's responsibilities include supporting the project manager with overseeing and coordinating projects, contributing to project planning, preparing and maintaining documentation, reviewing contracts and financials, monitoring project activities, and evaluating the overall project. Program Analyst requires a high school diploma or high school equivalency and 0 years of experience.

PROGRAM MANAGER
The program manager coordinates activities between multiple projects to ensure they align with the organization's goals. The exact program manager's duties may vary between companies and by the department. Requires a bachelor's degree and three years of relevant experience.

RESEARCHER
Identify research goals, establish methods, and gather accurate information for research projects. Researcher requires a high school diploma or high school equivalency and 0 years of experience.

SECURITY GUARD
Security guards patrol and inspect property to protect against fire, theft, vandalism, terrorism, and illegal activity. They protect their employer's property, enforce laws on the property, deter criminal activity, and other problems. These workers may be armed. They use various forms of telecommunications to call for assistance from police, fire, or emergency medical services. Security guards write comprehensive reports outlining their observations and activities during their assigned shift. They also may interview witnesses or victims, prepare case reports, and testify in court.

In contrast, guards assigned to mobile patrol drive or walk from one location to another and conduct security checks within an assigned area. They may detain or arrest criminal violators, answer service calls concerning criminal activity or other safety concerns, and issue traffic violation warnings. Guards maintain order and protect the institution's customers, staff, and property. Security officers protect information, products, computer codes, and defense secrets, and check the credentials of people and vehicles entering and leaving the premises.

All security officers must show good judgment and common sense, follow directions, testify accurately in court, and follow company policy and guidelines. In an emergency, they must be able to take charge and direct others to safety. Security Guard I requires a high school diploma or high school equivalent and 0 years of experience. Security Guard II requires a high school diploma or high school equivalent plus one year of relevant experience.

SENIOR CASE MANAGER
BA or BS in sociology, psychology or related field of study. Minimum of two years of experience, one of these years must have been in a supervisory capacity. Will work with public, private youth and human services agencies. Provide crisis intervention services to clients when necessary. Must be able to read, write & understand English.

CAPITAL FUND ADMINSTRATOR

Track appropriations, funding agreements, notices of obligation, grant balance, reimbursements, grant balance and related documents; Support department and division staff in drafting, editing, submitting, and presenting packets for Governing Body approval and execution of funding agreements; Maintain complete and organized electronic files related to all grant actions; Assist department in fiscal year-end capital budget reconciliation, capital carry-forward budgeting, and capitalization of assets; Facilitate City project managers to submit progress reports as required by granting authorities; Facilitate City project managers to post and maintain up-to-date project status on public works capital projects public dashboard; Coordinate with funding agency for administration of the legislative appropriation grants; Coordinate with fiscal agent; Assist with the City's annual Infrastructure Capital Improvement Plan submittal to the State of New Mexico. Requires a bachelor's degree and one year of relevant experience.

ENGINEERING TECHNICIAN SUPERVISOR II

Accountable for planning, organizing, and allocating resources and reviewing assigned engineering technician assignments. The primary focus of positions at this level is supervision of engineering technical supervisory staff. Requires eight years of relevant experience.

ENGINEERING TECHNICIAN SUPERVISOR III

Accountable for planning, organizing, budgeting, allocating resources and reviewing assigned engineering technician resource's functions and staff. The primary focus of positions at this level is the supervision of engineering technical supervisors and other engineering technical staff. Requires ten years of relevant experience.

ENGINEER GRADUATE

This position is an entry-level engineering position accountable for verification of accuracy and completion of submissions based on prescribed templates. The person in this position receives close supervision from a Licensed Professional Engineer. Engineer Graduate requires a bachelor's degree and 0 years of experience.

MANAGEMENT ANALYST I

Employees in this Role receive on the-job training in agency operating practices, functions, and procedures, in conducting organizational studies and evaluations, in designing systems procedures and measurement studies, and in preparing operations and procedures manuals that assist management in operating programs and/or data collection systems more efficiently and effectively; employees perform standardized work procedures that support the development of the above documents and reports. Management Analyst I requires high school or high school equivalent plus two years of relevant experience.

MANAGEMENT ANALYST II

Employees in this Role assist in management studies and carry out well-defined projects involving relatively independent work processes; employees conduct studies in the following areas of management: organizational structure and design, methods and procedures development, management surveys or other research, forms development and control, work flow and/or manpower management, report management, record management, contract management and communication analysis and design; employees conduct surveys, interviews, and compile databases, prepare analysis files, research/review pertinent regulations, laws, manuals and procedures, and prepare analytical reports. Management Analyst II requires an associate's degree plus two years of relevant experience or four years combined education and experience.

MANAGEMENT ANALYST III

Employees in this Role apply advanced research and/or management analysis to complex problems, acting as team leaders for special projects and providing coordination with computer systems personnel; employees apply advanced program analyses, oversight, and planning and consultation services to/for Local Governments; employees deal with complex interrelated management problems and may serve as consultants on local, district, state, regional, or federal comprehensive planning programs; employees perform independently, have special expertise in a field and may be involved in the training of others. Management Analyst III requires a bachelor's degree plus two years of relevant experience or six years combined education and experience.

SCIENTIST ESAA

Employee will review applications, preliminary and final plans, and specifications for proposed plants, facilities, and/or equipment to determine completeness, technical feasibility, engineering accuracy, and compliance. Employee will conduct supplementary investigations, research and surveys as needed; announce and conduct public hearings; issue permits and approvals and notify concerned public of the action; participate in inspections, cost estimates, progress reports, and design change orders; perform tests and audits test results to determine conformity; and compile findings and technical data for reports and projections. This role requires a bachelor's degree plus four years of relevant experience.

PROGRAM COORDINATOR I

Plan, develop and implement effective program procedures for efficient, targeted, and measurable services and outcomes. Direct logistical activities to promote the success of programs. Prepares grants and grant proposals, RFPs, and/or other funding-related requests related to program(s), implement and monitor programming to meet desired outcomes, monitor program activities in relation to established program goals and report on progress, correct deficiencies, updates operating manuals and policies, provide information, guidance and technical support to program participants, the public, and partner organizations, use statistical and database management programs to analyze data and prepare summary narrative reports, graphs, tables, charts and illustrations,

monitor trends using collected data and determine if further study/assessment is indicated, develop training/educational material, brochures and related program marketing and informational material for varied audiences, organize and establish regular meetings with designated groups to foster positive relationships and promote program success, recommend policy and procedure changes to improve program outcomes. Program Coordinator requires a bachelor's degree plus three years of relevant experience.

ITSQUEST

Offer to:	**Carla Monroe** **Public Utilities Program Manager- Consultant** **City of Santa Fe Public Utilities** **801 West San Mateo** **Santa Fe, NM 87505** **Phone: 505-504-8240** **Email: cdmonroe@santafenm.gov**

Position Title	Location	Dates of Service	Hourly Rate	Weeks	Weekly Units	Unit totals	Max Bill Rate	Subtotals	GRT Rate	GRT	Total Budget
SENIOR QA TESTER SR. - R.S.	SF	3/30/2026 - 8/15/2026	$45.00	20	20	400	$65.25	$26,100.00	8.1875%	$ 2,136.94	$28,236.94
SENIOR QA TESTER SR. - M.W.	SF	3/30/2026 - 8/15/2026	$45.00	20	20	400	$65.25	$26,100.00	8.1875%	$ 2,136.94	$28,236.94
SENIOR QA TESTER - E.S.	SF	3/30/2026 - 8/15/2026	$35.00	20	40	800	$50.75	$40,600.00	8.1875%	$ 3,324.13	$43,924.13
QA TESTER - E.C.	SF	3/30/2026 - 8/15/2026	$35.00	20	40	800	$50.75	$40,600.00	8.1875%	$ 3,324.13	$43,924.13
QA TESTER - R.W.	SF	3/30/2026 - 8/15/2026	$30.00	20	40	800	$43.50	$34,800.00	8.1875%	$ 2,849.25	$37,649.25
											$181,971.38

Statewide Price Agreement
Price Agreement Number: 40-00000-23-00027
Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)
Term: December 9, 2024 - December 8, 2029

Lola Priest

Signature

Friday, February 20, 2026

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/04/2026

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
Barrow Group
110 E. Crogan Street
Lawrenceville GA 30046

CONTACT NAME: Molly Stearns
PHONE (A/C, No, Ext): (800) 874-4798 **FAX (A/C, No):**
E-MAIL ADDRESS: mstearns@barrowgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Co	18058
INSURER B: QBE Insurance Corporation	39217
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
ItsQuest Inc.
7710 Milwaukee #300
Lubbock TX 79424

COVERAGES **CERTIFICATE NUMBER:** 2026 COI **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:			PHPK2659377-004	02/27/2026	02/27/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2659377-004	02/27/2026	02/27/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB901911-004	02/27/2026	02/27/2027	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		202000784	09/01/2025	09/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

A Employment Practices Liability PHPK2659377-004 02/27/2026 02/27/2027 $1,000,000/$1,000,000
A Professional Liability PHPK2659377-004 02/27/2026 02/27/2027 $1,000,000/$2,000,000
A Crime Bond PHPK2659377-004 02/27/2026 02/27/2027 $500,000

CERTIFICATE HOLDER
City of Santa 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
Robert J. Barrow

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CITY OF SANTA FE

The Purchasing Memo

Date: February 19, 2026

To: Chief Brian Moya, Interim City Manager BM

From: Nancy Jimenez, Public Utilities Admin, Billing and Customer Service Div. Dir NLJ

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach

Subject: Utility Billing System Modernization Project

Vendor Name: ITSQuest, Inc.

Munis Vendor Number: 9036

ITEM AND ISSUE:

Public Utilities Division respectfully requests your review and approval of a Purchase Order in the total amount of $59,297.57 excluding tax for Utility Billing System Modernization Project with ITSQuest, Inc.

BACKGROUND AND SUMMARY:

The City of Santa Fe Public Utilities Department is advancing the Utility Billing System Modernization Project to replace the legacy platform with CIS Infinity. This initiative strengthens billing accuracy, operational efficiency, system integration, and long-term service reliability for utility customers.

The project is currently in the structured testing phase, focused on validating system functionality, data conversion accuracy, interface performance, and end-to-end workflow execution. Test scripts are being executed across functional areas to confirm that the system performs in accordance with defined business and technical requirements. In scoping the transition to ADVANCED we underestimated the amount of external testing that would be required. We thought we could do more testing internally but the burden on internal testers with their full-time job is too high.

Testing efforts include regression testing, scenario-based validation, data reconciliation, and defect documentation. Identified issues are tracked, prioritized, and resolved in coordination with implementation partners to ensure readiness for downstream phases and production deployment. We think approximately $241,268.95 will be required for external testing. We are starting with a small cooperative procurement with ITSQuest for testing things with City Manager approval and will follow with a larger cooperative procurement through committees to expand the amount.

To maintain testing momentum and avoid delays, the project requires supplementing city employees with temporary contract testers. This approach increases coverage capacity, supports sustained execution of test scripts, and ensures continuous review cycles without overextending existing staff. Supplemental contractor support enables efficient defect turnaround and helps maintain steady progress during this critical validation period.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: UTILITY / 511

Munis Org Name/Number: PU Admin / 5115501

Munis Object Name/Number: Svc Cntr / 51310

Budget Officer / Designee:_____ **Date:**_____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement

Statewide Price Agreement 40-00000-203-00027 Temporary Administrative and Professional Staffing (GS-02F-006CA) Term Date December 9, 2024 – December 8, 2029

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: _____

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: _____

Department Contract Administrator Contact Info: Amanda Britt / apbritt@santafenm.gov/ x4355

ATTACHMENTS:
Procurement document: Statewide Price Agreement
Vendor's Quote
Certificate of Liability Insurance

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State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000051320
ITS Quest, Inc.
4505 82nd Street, Suite 3
Lubbock TX 79424

Contact: Jeff Reagan
Email: jeffreagan@itsquest.com
Telephone No.: (806) 928-7934

Number: **40-00000-23-00027**

Amendment No.: **One**

Term: **October 6, 2023-December 8, 2026**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested

MJ

Procurement Specialist: **Mikayla Trujillo**

Telephone No.: **(505) 469-1092**

Email: **Mikayla.Trujillo@gsd.nm.gov**

Title: **Temporary Administrative and Professional Staffing (GS-02F-006CA)**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from December 9, 2024 to December 8, 2026 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 12/3/2024

VL

docusign

Certificate Of Completion

Envelope Id: 81D3CB7B399C45C187EB2949AA3295E1
Status: Completed
Subject: Please DocuSign: 40-00000-23-00027 Temporary Administrative and Professional Staffing A001
Source Envelope:
Document Pages: 1
Signatures: 1
Initials: 2
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Mikayla Trujillo
1100 S Saint Francis Dr
Santa Fe, NM 87502
mikayla.trujillo@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
12/3/2024 9:53:16 AM
Holder: Mikayla Trujillo
mikayla.trujillo@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
Vanessa LeBlanc Vanessa.LeBlanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/3/2024 10:02:39 AM Viewed: 12/3/2024 10:06:54 AM Signed: 12/3/2024 10:07:01 AM
Mikayla Trujillo mikayla.trujillo@gsd.nm.gov Procurement Specialist II GSD/SPD Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 12/3/2024 10:07:02 AM Viewed: 12/3/2024 11:31:17 AM Signed: 12/3/2024 11:31:24 AM
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: 12/3/2024 11:31:26 AM Viewed: 12/3/2024 1:08:56 PM Signed: 12/3/2024 1:09:00 PM

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	12/3/2024 10:02:39 AM
Certified Delivered	Security Checked	12/3/2024 1:08:56 PM
Signing Complete	Security Checked	12/3/2024 1:09:00 PM
Completed	Security Checked	12/3/2024 1:09:00 PM
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.

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000051320
ITS Quest, Inc.
4505 82nd Street, Suite 3
Lubbock TX 79424

Email: jeffreagan@itsquest.com
Telephone No.: (806) 928-7934

Price Agreement Number: **40-00000-23-00027**

Payment Terms: **See Contract**

F.O.B.: **Destination**

Delivery: **N/A**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As requested at time of order

Procurement Specialist: **Yuliastuti Wulandari**

Telephone No.: **(505) 469-2248**

Email: **Yuliastuti.Wulandari@gsd.nm.gov**

Title: **Temporary Administrative and Professional Staffing (GS-02F-006CA)**

Term: **October 6, 2023 - December 8, 2024**

This Price Agreement is made subject to the "terms and conditions" shown on subsequent pages, and as indicated in this Price Agreement.

Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau.

Accepted for the State of New Mexico

Dorothy Mendonca

Date: 10/6/2023

Dorothy Mendonca
New Mexico State Purchasing Agent

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Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's quote, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this contract or procurement are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Inspection:**

a. Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with the terms and conditions of the agreement shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

b. Final inspection and acceptance will be made at the destination. Services rejected for nonconformance with the terms and conditions of the agreement and/or requirements shall be corrected by the Vendor promptly after notice of rejection. Those services not corrected after notice shall not be paid for.

6. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

7. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT to the State Purchasing Agent.

8. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being

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provided by law or under this order.

9. **Non-Collusion:** In accepting these terms and conditions the Vendor certifies that the Vendor has not, either directly or indirectly, entered into action in restraint of free competitive procurement in connection with this offer submitted to the State Purchasing Agent or his/her designee.

10. **Nondiscrimination:** Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

11. **The Procurement Code:** Sections 13-1-28 through 13-1-199 NMSA 1978, impose civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

12. **Items:** All supplied items are to be NEW and of most current production, unless otherwise specified.

13. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

14. **Workers' Compensation:** The Vendor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Vendor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

15. **Subcontracting:** The Vendor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Vendor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

16. **Records and Audit:** The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of six (6) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. **Subcontracts:** The foregoing requirements shall be inserted into all subcontracts from the prime Vendor to the subcontractor, if such subcontracting has been approved in writing by the Procuring Agency.

New Mexico Employees Health Coverage

A. If Vendor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Vendor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Vendor and the State exceeds $250,000 dollars.

B. Vendor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Vendor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Vendor who performs the majority of the employee's work for Vendor within the State of New Mexico, regardless of the location of Vendor's office or offices; and

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(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement and pursuant to the approval of the State Purchasing Agent (as can be found on the cover page of this agreement) either a particular entity or all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed herein. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the Price Agreement.

Article III – Conformance With Terms and Conditions
Items and/or services furnished hereunder shall conform to the requirements, terms and conditions of the agreement and/or drawings applicable to items listed herein. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Vendor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Vendor during the term; The Vendor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Vendor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Vendor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Vendor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid, request for proposals and/or price agreement terms and conditions.

Article VII – Indemnity Clause
Vendor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendor's, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the

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immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the agreements cannot be exceeded. Vendors and end users may negotiate lower prices where in agreement to do so.

Article XI -- Applicable Law
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

Article XII – Supremacy Clause
In the event of any conflict between the terms and conditions of this present agreement and the terms and conditions of any agreement made subsequent and related to this agreement or made pursuant to this agreement, including but not limited to any work orders, service agreements, orders, etc., this present agreement's terms and conditions shall govern.

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State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: 40-00000-23-00027

Establish a Statewide Price Agreement based on GSA Contract # **GS-02F-006CA** for **Temporary Administrative and Professional Staffing**.

This Statewide Price Agreement may be extended if the GSA Contract is extended, upon approval of all parties.

Contract orders shall be issued only to vendor(s) shown under this Price Agreement. Prices shall be equal to or less than the price stipulated under the above listed GSA Contract.

Agencies must verify that items being purchased, rented, etc., are listed on the above referenced GSA. Only those items listed may be placed on contract orders under this Price Agreement. A complete copy of the GSA catalog must be retained by the using agency for auditing purposes. Trade-ins are not allowed under this Price Agreement.

Vendors under this Price Agreement are required to furnish a complete copy of the GSA catalog to the using agency upon request. Vendors must certify upon request that only those products, supplies or services accepted by the federal government are included in GSA price list. State and local government catalogs are not acceptable.

Note: all terms and conditions established in the referenced GSA and by the New Mexico State Purchasing Agent shall prevail.

The Contractor agrees to provide a utilization report to SPD for all sales and/or services, other revenues including commissions, and fees charged under this GSA, subtotaled by procuring agency name, in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@gsd.nm.gov

The quarterly report shall include the gross total sales for the quarter; zero sales during the quarter shall be reported, and partial quarters at the beginning or end of the contract term shall also be reported. The report shall be accompanied with a check payable to the State Purchasing Division for an amount equal to three quarters of one percent (0.75%) of the total sales and other revenues derived from the New Mexico state agencies and local public bodies for the period. The Vendor shall indicate the contract number **SWPA #40-00000-23-00027 on the remittance**.

Send payment of fees through U.S. Mail or Courier Delivery:

New Mexico State Purchasing Division
P.O. Box 6850
Santa Fe, New Mexico 87502

This agreement is not intended to be used to procure "Open Market" items.

Item	Approx. Qty.	Unit	Article and Description	Unit Price
1	1	Ea.	**Temporary Administrative and Professional Staffing**	**See GSA Price list**

* ** 1 Item Awarded***

DocuSign

Certificate Of Completion

Envelope Id: 999541D9A8F04B5B8B30AAAFF168EBA0
Status: Completed
Subject: 40-00000-23-00027 Temporary Administrative Staffing 1224.docx
Source Envelope:
Document Pages: 6
Signatures: 1
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Natalie Martinez
1100 S Saint Francis Dr
Santa Fe, NM 87502
Natalie.Martinez1@gsd.nm.gov
IP Address: 172.59.0.18

Record Tracking

Status: Original
10/5/2023 6:21:45 PM
Holder: Natalie Martinez
Natalie.Martinez1@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Natalie Martinez natalie.martinez1@gsd.nm.gov Deputy Director New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 172.59.0.18	Sent: 10/5/2023 6:24:23 PM Viewed: 10/5/2023 6:24:33 PM Signed: 10/5/2023 6:24:42 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 10/5/2023 6:24:44 PM Viewed: 10/6/2023 9:33:54 AM Signed: 10/6/2023 9:34:05 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

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	10/5/2023 6:24:23 PM

Envelope Summary Events	Status	Timestamps
Certified Delivered	Security Checked	10/6/2023 9:33:54 AM
Signing Complete	Security Checked	10/6/2023 9:34:05 AM
Completed	Security Checked	10/6/2023 9:34:05 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.

ITSQUEST STAFFING

7710 Milwaukee Ave. #300
Lubbock, TX 79424
(806) 785-9100
Fax (806) 785-1912
www.itsquest.com

General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

Multiple Award Schedule Consolidation A907, Refresh 30
Contract Number 47QRAA15D0002

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The internet address for GSA Advantage! is http://www.gsaadvantage.gov.

Contract Number:	47QRAA15D0002
Contract period:	December 9th, 2014 through December 8th, 2029
Contractor:	ITSQuest, Inc. 4505 82nd St., Ste. 3 Lubbock, TX, 79424 (806) 785-9100 (806) 785-1912 (fax) www.itsquest.com
Contact:	Mr. Jeff Reagan 4505 82nd St., Ste. 3 Lubbock, TX, 79424 (806) 785-9100 (806) 785-1912 (fax) jeffreagan@itsquest.com
Business Size:	Small Disadvantaged Woman Owned Business

ITSQUEST STAFFING

Customer Information:

1a. Table of awarded Special Item Numbers

SIN	Description
561320	Temporary Staffing

1b. Lowest priced model number and lowest unit price for each SIN: N/A

1c. HOURLY RATES AND DESCRIPTION OF ALL CORRESPONDING COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY AND EDUCATION: All hourly rates shown are firm fixed price. See the following price list for hourly rates by location and labor category. See the Job Descriptions provided after the pricing information.

2. Maximum order: $100,000.00 (as a negotiation breakpoint only, sales unlimited)

3. Minimum order: $100.00

4. Geographic coverage (delivery area): The preponderance of work location has been identified as: Bernalillo County, NM, Wage Determination No. 2015-5443, **Revision 19, dated 12/27/2022.**

5. Points of production: N/A

6. Discount from list prices or statement of net price:
Government Net Prices (discounts already deducted). All prices include the required 0.75% GSA FSS Industrial Funding Fee which is paid to GSA quarterly based on sales activity.

7. Quantity discounts: 1% discount on orders >$100,000.00.

8. Prompt payment terms: 1% Net 10 days; Net 30

9a. Government purchase cards are accepted at or below the micro-purchase threshold: Accepted

9b. Government purchase cards are accepted at or above the micro-purchase threshold: Accepted

10. Foreign Items: N/A

11a. Time of delivery: N/A

11b. Expedited delivery: N/A

11c. Overnight and 2-day delivery: N/A

11d. Urgent requirements: Agencies can contact Jeff Reagan at (806) 785-9100 to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB point(s): N/A

13. Ordering addresses: Mr. Jeff Reagan, 7710 Milwaukee Ave. #300, Lubbock, TX 79424

14. Payment address(es): ITSQuest, Inc., 7710 Milwaukee Ave. #300, Lubbock, TX 79424

15. Warranty provision: N/A

16. Export packing charges: N/A

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micropurchase level): N/A

18. Terms and conditions of rental, maintenance, and repair: N/A

19. Terms and conditions of installation: N/A

20. Terms and conditions of repair parts: N/A

20a. Terms and conditions for any other services: N/A

21. List of service and distribution points: N/A

22. List of participating dealers: N/A

23. Preventive maintenance: N/A

24a. Special attributes such as environmental attributes: N/A

24b. Section 508 compliance information for EIT: N/A

25. Data Universal Number System (DUNS) number: 126538649

26. Notification regarding registration in System for Award Management (SAM) database: Contractor has an Active Registration in the CCR database.

ITSQUEST STAFFING

Quantity/Volume Discount:	**1% discount on orders exceeding the maximum dollar threshold**
Locations Offered:	**Any location listed in SCA Wage Index Matrix**
Preponderance of Work Location:	**Bernallilo, NM**
Minimum Order:	**$100**
Maximum Order:	**$100,000 (as a negotiation breakpoint only), sales unlimited**
F.O.B. Shipping Terms:	**Per task order**
Delivery Time:	**Not applicable**
Prompt Payment:	**1% Net 10 days, Net 30**
Warranty:	**None**
Other Concessions:	**1% Net 10**

Multiple Award Schedule Consolidation A907, Refresh 30

CONTRACTOR: ITSQuest, Inc.

CONTRACT NUMBER: 47QRAA15D0002

CONTRACT PERIOD: December 9th, 2014 through December 8th, 2029

CONTACT:

Mr. Jeff Reagan
4505 82nd St., Ste. 3
Lubbock, TX 79424
(806) 785-9100
jeffreagan@itsquest.com

ITSQUEST STAFFING

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Administrative, Management, and Clerical Occupations	
Accounting Clerk I	$26.31
Accounting Clerk II	$28.96
Accounting Clerk III	$31.82
Administrative Assistant	$43.80
Court Reporter	$41.11
Data Entry Operator I	$23.13
Data Entry Operator II	$24.80
Dispatcher, Motor Vehicle	$28.85
Document Preparation Clerk	$27.43
Duplicating Machine Operator	$27.43
General Clerk I	$22.40
General Clerk II	$24.00
General Clerk III	$26.36
Housing Referral Assistant	$31.89
Messenger/Courier*	$25.23
Order Clerk I	$25.90
Order Clerk II	$27.84
Personnel Assistant I	$28.00
Personnel Assistant II	$30.77
Personnel Assistant III	$33.74
Production Control Clerk	$41.21
Scheduler, Maintenance	$26.53
Secretary I	$26.53
Secretary II	$29.10
Secretary III	$31.89
Service Order Dispatcher	$26.28
Supply Technician	$43.80
Receptionist	$24.80
Travel Clerk I	$25.77
Travel Clerk II	$27.44
Travel Clerk III	$28.88
Word Processor I	$25.49
Word Processor II	$28.03
Word Processor III	$30.79
Automatic Data Processing and IT Occupations	
Computer Operator I	$27.95

ITSQUEST STAFFING

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Computer Operator II	$30.71
Computer Operator III	$33.68
Computer Operator IV	$36.89
Computer Operator V	$40.48
Computer Programmer I**	$40.93
Computer Programmer II**	TBD
Computer Programmer III**	TBD
Computer Programmer IV**	TBD
Computer Systems Analyst I**	TBD
Computer Systems Analyst II**	TBD
Computer Systems Analyst III**	TBD
Peripheral Equipment Operator	$27.95
Personal Computer Support Technician	$36.89
General, Trade, Facility Services, and Support Occupations	
Mobile Equipment Servicer	$24.81
Cleaner, Vehicles*	$22.04
Gardener	$32.97
Janitor*	$21.35
Laborer, Grounds Maintenance	$24.33
Roadside Litter Crew	$35.00
Maid or Houseman*	$19.75
Tractor Operator	$30.06
Trail Maintenance Worker	$24.33
Forklift Operator	$33.85
Material Coordinator	$41.61
Material Expediter	$41.61
Material Handling Laborer	$23.76
Order Filler	$24.49
Production Line Worker (Food Processing)	$33.85
Shipping Packer	$26.67
Shipping Receiving Clerk	$26.67
Store Worker I*	$18.74
Stock Clerk	$27.33
Tools and Parts Attendant	$33.85
Warehouse Specialist	$33.85
Fabric Worker	$32.22
General Maintenance Worker	$28.84

ITSQUEST STAFFING

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Ground Support Equipment Mechanic	$47.90
Ground Support Equipment Servicer	$38.47
Ground Support Equipment Worker	$41.61
Heating, Ventilation, and Air-Conditioning Mechanic	$38.87
Instrument Mechanic	$52.86
Laborer	$23.76
Locksmith	$34.54
Baggage Inspector	$22.86
Corrections Officer	$30.69
Court Security Officer	$31.51
Detention Officer	$30.69
Guard I	$22.86
Guard II	$24.99
Driver Courier	$25.07
Information & Arts, Education & Training, and Miscellaneous Occupations	
Baker	$22.36
Cook I*	$22.36
Cook II	$25.97
Dishwasher*	$20.49
Food Service Worker*	$20.29
Waiter/Waitress*	$18.18
Exhibits Specialist I	$33.40
Exhibits Specialist II	$40.20
Exhibits Specialist III	$48.13
Library Technician	$28.93
Media Specialist I	$27.37
Media Specialist II	$30.13
Media Specialist III	$32.91
Photographer I	$28.21
Photographer II	$30.79
Photographer III	$36.78
Photographer IV	$40.61
Photographer V	$48.11
Video Teleconference Technician	$32.17
Cashier*	$19.87
Desk Clerk*	$20.76

ITSQUEST STAFFING

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Sales Clerk	$22.47
Technical, Scientific, Legal, Medical, Protective, and Professional Occupations	
Accountant I	$35.68
Accountant II	$42.10
Accountant III	$46.02
Administrative Operations Manager I	$38.35
Administrative Operations Manager II	$42.90
Auditor I	$39.96
Auditor II	$47.10
Auditor III	$55.30
Community Engagement Coordinator	$26.54
Compliance Officer	$46.21
Contract Specialist I	$34.25
Contract Specialist II	$41.03
Contract Specialist III	$49.23
Desktop Publisher	$32.46
Drafter/CAD Operator I	$30.30
Drafter/CAD Operator II	$33.39
Drafter/CAD Operator III	$36.68
Drafter/CAD Operator IV	$42.78
Engineering Technician I	$27.06
Engineering Technician II	$29.77
Engineering Technician III	$32.73
Engineering Technician IV	$39.41
Engineering Technician V	$47.13
Engineering Technician VI	$56.01
Financial Analyst	$54.22
Generalist I	$38.99
Generalist II	$42.29
Investigation Case Worker	$49.44
Investigator	$46.21
Market Research Analyst	$54.00
Oil & Gas Royalty Consultant	$85.00
Program Analyst	$57.50
Program Manager	$56.47
Project Assistant	$42.46

561320 Temporary Staffing Includes temporary administrative and professional staffing	
Job Category	GSA Bill Rate
Project Manager	$63.10
Researcher	$38.95
Security Guard I (Unarmed)	$34.99
Security Guard II (Unarmed)	$48.25
Senior Case Manager	$21.99
Capital Fund Administrator	$59.60
Engineering Technician Supervisor II	$68.86
Engineering Supervisor III	$81.85
Engineer Graduate	$59.63
Management Analyst I	$49.05
Management Analyst II	$52.62
Management Analyst III	$60.47
Scientist ESAA	$90.08
Program Coordinator I	$97.58

* On September 16, 2015, the Department of Labor published a Notice in the Federal Register to announce that, beginning January 1, 2016, the Executive Order 13658 minimum wage rate is increased to $10.15 per hour. This Executive Order minimum wage rate generally must be paid to workers performing work on or in connection with covered contracts. Additionally, beginning January 1, 2016, tipped employees performing work on or in connection with covered contracts generally must be paid a minimum cash wage of $5.85 per hour. Questions relating to the Executive Order and/or these wage rates may be directed to the Government Contracts Division at (202) 693-0064.

**Computer Employees: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, or system functional specifications;
2) The design, development, documentation, analysis, creation, testing, or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
3) The design, documentation, testing, creation, or modification of computer programs related to machine operating systems; or
4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

LABOR CATEGORY DESCRIPTIONS

01000 ADMINISTRATIVE SUPPORT AND CLERICAL OCCUPATIONS

01010 ACCOUNTING CLERK (Occupational Base)

The Accounting Clerk performs one or more accounting tasks such as; posting to registers and ledgers; balancing and reconciling accounts; verifying the internal consistency, completeness, and mathematical accuracy of accounting documents. In addition, tasks include; assigning prescribed accounting distribution codes; examining and verifying the clerical accuracy of various types of reports, lists, calculations, and postings.

This position is responsible for preparing journal vouchers; making entries of adjustments to accounts; and working with spreadsheets. Level I requires a basic knowledge of routine clerical methods, office practices and procedures as they relate to the clerical processing and recording of transactions. Levels II and III require a knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system, or a segment of an accounting system where there are few variations in the types of transactions handled. In addition, most jobs at each level will require a basic knowledge and understanding ofthe terminology, codes, and processes used in an automated accounting system.

01011 ACCOUNTING CLERK I

This position is responsible for performing one or more routine accounting clerical operations such as: examining, verifying, and correcting various accounting documents to ensure completeness and accuracy of data in accordance to accounting procedures. Specific tasks/duties are assigned under adequate supervision. Entry-level reconciliation and posting will be assigned under detailed guidance. In most instances, an employee in this position will rely on the supervisors' instructions. Completed work will be reviewed for accuracy and compliance with procedures. Accounting Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01012 ACCOUNTING CLERK II

This position uses knowledge of double entry bookkeeping in performing one or more of the following: posting actions to journals, identifying subsidiary accounts affected, making debit and credit entries, and assigning proper codes. The Accounting Clerk II may review computer printouts against manually maintained journals, detect and correct erroneous postings, and prepare documents to adjust accounting classifications and other data, or review lists of transactions rejected by an automated system. In this instance, the Accounting Clerk II will determine reasons for rejections, and prepare necessary correcting material. On routine assignments, an employee will select and apply established procedures and techniques. Detailed instructions are provided for difficult or unusual assignments. Completed work and methods used, are reviewed for technical accuracy. Accounting Clerk II requires a high school diploma or high school equivalent plus one year of related experience.

01013 ACCOUNTING CLERK III
Accounting Clerk III maintains journals or subsidiary ledgers of an accounting system and balances and reconciles accounts. Typical duties include one or both of the following: 1.) reviewing invoices and statements verifying information, ensuring sufficient funds have been obligated, and if questionable, resolving with the submitting unit determining accounts involved. The review will include coding transactions, and processing material through data processing for application in the accounting system; 2.) analysis and reconciliation of computer printouts with operating unit reports (contacting units, researching causes of discrepancies, and taking action to ensure that accounts balance). Supervisor provides suggestions for handling unusual or non- recurring transactions. Conformance with requirements and technical soundness of completed work are reviewed by the supervisor or are controlled by mechanisms built into the accounting processes. Accounting Clerk III requires a high school diploma or high school equivalent plus two years of related experience.

01020 ADMINISTRATIVE ASSISTANT
In addition to secretarial duties (filing, taking phone calls, scheduling appointments, making travel arrangements), this position will provide administrative support to executive staff with office management responsibilities to include budgeting, personnel records and payroll. The Administrative Assistant may be required to work independently on projects requiring research and preparation of briefing charts and other presentation materials. Administrative Assistant requires a high school diploma or high school equivalent and 0 years of experience.

01040 COURT REPORTER
This position records examination, testimony, judicial opinions, judge's charge to jury, judgment or sentence of court, or other proceedings in a court of law by manual or machine shorthand. The Court Reporter reads portions of transcript during trial at the judge's request and asks speakers to clarify inaudible statements. The Court Reporter transcribes recorded material using a typewriter ordictates material into a recording machine. Court Reporter requires a high school diploma or high school equivalent and 0 years of experience.

01050 DATA ENTRY OPERATOR (Occupational Base)
This position operates keyboard-controlled data entry devices such as a computer, key-operated magnetic tape, or disc encoder to transcribe data into a format suitable for computer processing. The job requires skill in operating an alphanumeric keyboard, and an understanding of transcribing procedures and relevant data entry equipment. Positions are classified into levels based on the following definitions:

01151 DATA ENTRY OPERATOR I
This position works under close supervision and follows specific procedures or detailed instructions. The Data Entry Operator I works from various standardized source documents that have been coded and require little or no selecting, coding or interpreting of data. Problems such as erroneous items and codes, or missing information are resolved at the supervisory level. Work is routine and repetitive. Data Entry Operator I requires a high school diploma or high school equivalent and 0 years of experience.

01152 DATA ENTRY OPERATOR II
This position requires the application of experience and judgment in selecting procedures to be followed, and searching for interpreting, selecting, or coding items to be entered from a variety of document sources. The Data Entry Operator II may occasionally perform routine work as described for Data Entry Operator I. Data Entry Operator II requires a high school diploma or high school equivalent plus one year of related experience.

Excluded are operators above Level II using the key entry controls to access, read, and evaluate the substance of specific records to take substantive actions, or to make entices requiring asimilar level of knowledge.

01060 DISPATCHER, MOTOR VEHICLE (Motor Vehicle Utilization Assistant)
This position is responsible for the assignment of motor vehicles and drivers for conveyance of freight or passengers, and compiles lists of available vehicles. The assignment of vehicles is determined by factors such as length and purpose of trip, freight or passenger requirements, and preference of user. Additional responsibilities include the issuance of keys, record sheets, and driver credentials. The Dispatcher records time of departure, destination, cargo, expected time of return and investigates overdue vehicles. The Dispatcher may confer with customers to expedite or locate missing, misrouted, delayed or damaged merchandise, maintain record of mileage, fuel used, repairs made, and other expenses. The Dispatcher may establish service or delivery routes, supervise loading and unloading, issue equipment to drivers, (such as hand trucks, dollies, and 4 blankets), direct activities of drivers, assign helpers to drivers, work at vehicle distribution centers, and assign vehicles to customer agencies. Dispatcher requires a high school diploma or high school equivalent and 0 years of experience.

01070 DOCUMENT PREPARATION CLERK (Document Preparer)
This position prepares documents such as brochures, books, periodicals, catalogs, and pamphlets for copying or photocopying. The Document Preparation Clerk cuts documents into individual standardized pages, using a paper cutter or razor knife. Document pages are reproduced asnecessary to improve clarity or to adjust the standardized page size according to the limitations of the designated copy machine. The Document Preparation Clerk stamps standard symbols on pages or inserts instruction cards to notify Duplicating Machine Operator of special handling, prepares cover sheets and document folders for material, and index cards for files, and files folder according to index code and copies priority schedule. Document Preparation Clerk requires a high school diploma or high school equivalent and 0 years of experience.

01090 DUPLICATING MACHINE OPERATOR (Photocopy Machine Operator; Reproduction Worker)
This position operates one or more photocopying, photographic, mimeograph and duplicating office machines to make copies of documents such as letters, reports, directives, manuals, articles and bulletins. Additional responsibilities include: operating small binding machines, performing clerical duties associated with the request for printing and photographic services, preparing assembly sheets, printing requisitions with specifications for printing and binding, recording, delivering andcollecting work. The

Duplicating Machine Operator performs minor repairs preventive maintenance, and maintains an inventory of supplies and reproduction equipment paying particular attention to important variables indicated by trade name of machine. Duplicating Machine Operator requires a high school diploma or high school equivalent and 0 years of experience.

01110 GENERAL CLERK (Occupational Base)
The General Clerk follows clearly detailed procedures in performing simple repetitive tasks in the same sequence. Responsibilities would include filing pre-coded documents in a chronological file, or operating office equipment, (e.g., mimeograph, photocopy, addressograph or mailing machine).

01111 GENERAL CLERK I
This position follows clearly detailed specific procedures in completing several repetitive clerical steps performed in a prescribed or slightly varied sequence, such as coding and filing documentsin an extensive alphabetical file; could involve simple posting to individual accounts, opening mail, calculating and posting charges to departmental accounts, operating basic office equipment, e.g., photocopier, facsimile, multi-line phone/voicemail systems, mailing machines, and minimal computer programs. Little or no subject-matter knowledge is required, but the clerk uses his or her own judgment in choosing the proper procedure for each task. General Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01112 GENERAL CLERK II
This position requires familiarity with the terminology of the office unit. The General Clerk selects appropriate methods from a wide variety of procedures or makes simple adaptations and interpretations of a limited number of substantive guides and manuals. The clerical steps often vary in type or sequence, depending on the task. Recognized problems are referred to others. General Clerk II requires a high school diploma or high school equivalent plus one year of related experience.

01113 GENERAL CLERK III
This position uses some subject-matter knowledge and judgment to complete assignments consisting of numerous steps varying in nature and sequence. The General Clerk III selects from alternative methods and refers problems not solvable by adapting or interpreting substantive guides, manuals, or procedures. Typical duties include: assisting in a variety of administrative matters; maintaining a wide variety of financial or other records (stored both manually and electronically); verifying statistical reports for accuracy and completeness; compiling information; and handling and adjusting complaints.

The General Clerk III may also direct lower-level clerks. Positions above level IV are excluded. Such positions (which may include supervisory responsibility over lower-level clerks) require workers to use a thorough knowledge of an office's work and routine to: 1) choose among widely varying methods and procedures to process complex transactions; and 2) select or devise steps necessary to complete assignments. Typical jobs covered by this exclusion include administrative assistants, clerical supervisors, and office managers. General Clerk III requires a high school diploma or high school equivalent plus two years of

related experience.

01120 HOUSING REFERRAL ASSISTANT
This position provides housing information to an organization's employees moving to a new location. The Housing Referral Assistant will contact individuals or organizations such as landlords, real estate agents, mobile home dealers, trailer court managers and Chambers of Commerce by phone. May correspond to obtain listings of rental or sale properties, future housing prospects, and to develop a working relationship with the housing referral service. Job tasks include compiling housing lists of rental property and properties for purchase. Periodically the Housing Referral Assistant communicates with contacts to update listings, ensures that property owners comply with the nondiscrimination policy, and counsels applicants regarding special circumstances, e.g. medical or financial hardships, and availability of housing that will meet applicants' needs.

Job tasks include providing information regarding community services, searches files, makes telephone calls and referrals, providing information regarding locations, owners, agents, price ranges, loans and other related information. The Housing Referral Assistant maintains daily records of office activities (including number of applicants, number of applicants placed, and agents solicited or listed), schedules appointments for housing inspectors, prepares reports as required, and replies to complaints, investigations and letters of inquiry. Housing Referral Assistant requires a high school diploma or high school equivalent and 0 years of experience.

01141 MESSENGER COURIER
The Messenger Courier delivers messages, documents, packages and mail to various business concerns or governmental agencies. An employee in this role may perform the following: miscellaneous errands, such as carrying mail within the base and sorting or opening incoming and outgoing mail, obtain receipts for articles delivered and keep a log of items received and delivered, or deliver items to offices and departments within an establishment. The Messenger Courier may use a bicycle, golf cart, or motorcycle to perform these duties. Messenger Courier requires a high school diploma or high school equivalent and 0 years of experience.

(Note: Employees who regularly perform driving duties should be classified as a Driver Courier, which is listed under Transportation.)

01190 ORDER CLERK (Occupational Base)
The Order Clerk receives written or verbal purchase orders. Work typically involves some combination of the following duties: quoting prices, determining availability of ordered items and suggesting substitutes when necessary, advising expected delivery date and method of delivery, recording order and customer information on order sheets. The Order Clerk is responsible for checking order sheets for accuracy and adequacy of information; ascertaining credit rating of customer; furnishing customer with confirmation of receipt of order; order follow up, or informing customer of a delay in delivery. The Order Clerk maintains order files and verifies shippinginvoices against original orders.

This position excludes workers paid on a commission basis or whose duties include any of the following: Receiving orders for services rather than for material or merchandise; providing customers with consultative advice using knowledge gained from engineering or extensive technical training; emphasizing selling skills; handling material or merchandise as an integral part of the job.

01191 ORDER CLERK I
This position handles orders involving items that have readily identified uses and applications. The Order Clerk I may refer to a catalog, manufacturer's manual or similar document to ensure that the proper item is supplied or to verify the price of order. Order Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01192 ORDER CLERK II
This position handles orders that involve making judgments such as choosing which specific product or material from the establishment's product lines will satisfy the customer's needs or determining the price to be quoted when pricing involves more than merely referring to a price list or making some simple mathematical calculations. Order Clerk II requires a high school diploma or high school equivalent plus one year of relevant experience.

01260 PERSONNEL ASSISTANT (Occupational Base)
This position performs a variety of general personnel clerical tasks in such areas as employee records, benefits, education, training, employment/staffing, compensation, employee labor relations, and equal employment opportunity/affirmative action. The Personnel Assistant may conduct surveys and update manual and automated personnel records. At the higher levels, assistants perform limited aspects of personnel professionals' work such as interviewing candidates, recommending placements, performing compensation or benefit support activities involving contacts throughout the company, and preparing communications to various third-party benefit vendors. Excluded are workers who primarily compute and process payrolls.

01261 PERSONNEL ASSISTANT I
This position performs a variety of tasks including, but not limited to, clerical and secretarial duties. The work is under general supervision of higher-level personnel in preparation of various human resource tasks throughout compensation, benefits, staffing/employment, EEO procedures and policy administration. The Personnel Assistant I is expected to exercise discretion at all times; limited judgment may be necessary at times. This assistant may be required to operate general office equipment such as: typewriter, personal computer, copier, adding machine, and facsimile. Personnel Assistant I requires a high school diploma or high school equivalent and 0 years of experience.

01262 PERSONNEL ASSISTANT II
This position serves as a clerical expert in independently processing the most complicated types of personnel actions, e.g., temporary employment, rehires, and dismissals. In this position, one may perform tasks beyond routine clerical such as: pre-employment drug screening and new hire orientation, responding to routine questions on policy and procedures, and/or provide reports on employee turnover or time and attendance. This

assistant may be asked to evaluate and consolidate information from various sources under short deadlines, such as internal or external survey information, reporting on company employment statistics (retention, equal opportunity reporting, etc.). The Personnel Assistant II may provide guidance to lower-level Personnel Assistants. This level requires extensive knowledge of various office software packages. Guidance is provided as needed. Completed written work receives close technical review from higher-level personnel office employees. Work may be checked occasionally. Personnel Assistant II requires a high school diploma or high school equivalent plus one year of relevant experience.

01263 PERSONNEL ASSISTANT III

This position performs work in support of human resource professionals that requires a good working knowledge of personnel procedures, guides, and precedents. Job tasks may include interviewing applicants, obtaining references, and recommending placement in a well-defined occupation. At this level, assistants typically have a range of personal contacts within and outside the organization, in addition to handling employee-sensitive material. Therefore, the Assistant must be tactful, discrete, and articulate. This Assistant may be involved in identifying potential issues and grievance procedures, in addition to documenting necessary information to avoid company threat. The Personnel Assistant III may make recommendations to human resource professionals on job classification, wage rates, and employee salaries. The use of computers may be relied on heavily for organizational and reporting purposes. Advanced experience with office software packages may be needed. This Assistant may perform some clerical work in addition to the above duties. Supervisor will review completed work against stated objectives. Personnel Assistant III requires a high school diploma or high school equivalent plus two years of relevant experience.

01270 PRODUCTION CONTROL CLERK

This position compiles and records production data for industrial establishments to compare records and reports on volume of production, consumption of material, quality control, and other aspects of production. May perform any combination of the following duties: compile and record production data from customer orders, work tickets, product specifications, and individual worker production sheets following prescribed recording procedures and using different word processing techniques. This Clerk calculates such factors as types and quantities of items produced, materials used, amount of scrap, frequency of defects, and worker and department production rates, using a computer, calculator, and/or spreadsheets. Additional tasks include: writing production reports based on data compiled, tabulated and computed, following prescribed formats, maintaining files of documents used and prepared, compiling detailed production sheets or work tickets for use by production workers as guides in assembly or manufacture of products. This Clerk prepares written work schedules based on established guidelines and priorities, compiles material inventory records and prepares requisitions for procurement of materials and supplies charts production using chart, graph, or pegboard based on statistics compiled for reference by production and management personnel. This Clerk also sorts and distributes work tickets or material and may compute wages fromemployee timecards and post wage data on records used for preparation of payroll. Production Control Clerk requires a high school diploma or high school equivalent and 0 years of experience.

01300 SCHEDULER, MAINTENANCE
This position schedules vehicle repairs and lubrication for vehicle-maintenance, schedules vehicles for lubrication or repairs based on date of last lubrication and mileage traveled or urgency of repairs. The Maintenance Scheduler contacts garage to verify availability of facilities, notifies parking garage workers to deliver specified vehicles, and maintains a file of requests for services. Scheduler requires a high school diploma or high school equivalent and 0 years of experience.

01310 SECRETARY* (Occupational Base)
This position provides principal secretarial support in an office, usually to one individual, and, in some cases, to the subordinate staff of that individual. The Secretary maintains a close and highly responsive relationship to the day-to-day activities of the supervisor and staff, works fairly independently receiving a minimum of detailed supervision and guidance, and performs various clerical and secretarial duties requiring knowledge of office routine and an understanding of the organization, programs, and procedures related to the work of the office. Computers may exist in the environment, requiring working knowledge of certain office software programs.

Classification by Level

Secretary jobs that meet the required characteristics are matched at one of three levels according to two factors: (a) level of the secretary's supervisor within the overall organizational structure, and (b) level of the secretary's responsibility. The table following the explanations of these factors indicates the level of the secretary for each combination of factors.

Level of Secretary's Supervisor (LS)

Secretaries should be matched with one of the three LS levels below that best describes the organization of the secretary's supervisor.

LS-1 Organizational structure is not complex and internal procedures and administrative controls are simple and informal; supervisor directs staff through face-to-face meetings.

LS-2 Organizational structure is complex and is divided into subordinate groups that usually differ from each other as to subject matter, function, etc. Supervisor usually directs staff through intermediate supervisors. Internal procedures and administrative controls are formal. An entire organization (e.g., division, subsidiary, or parent organization) may contain a variety of subordinate groups that meet the LS-2 definition. Therefore, it is not unusual for one LS-2 supervisor to report to another LS-2 supervisor.

The presence of subordinate supervisors does not by itself, mean LS-2 applies. For example, a clerical processing organization divided into several units, each performing very similar work, is placed in LS-1.

In smaller organizations or industries such as retail trades, with relatively few organizational levels, the supervisor may have an impact on the policies and major programs of the entire organization, and may deal with important outside contacts as described in LS-3

LS-3 Organizational structure is divided into two or more subordinate supervisory levels (of which at least one is a managerial level) with several subdivisions at each level. Executive's program(s) are usually interlocked on a direct and continuing basis with other major organizational segments, requiring constant attention to extensive formal coordination, clearances, and procedural controls. Executive typically has: financial decision-making authority for assigned program(s); considerable impact on the entire organization's financial position or image; and responsibility for, or has staff specialists in such areas as, personnel and administration for assigned organization. Executive plays an important role in determining the policies and major programs of the entire organization, and spends considerable time dealing with outside parties actively interested in assigned program(s) and current or controversial issues.

Level of Secretary's Responsibility (LR)

This factor evaluates the nature of the work relationship between the secretary and the supervisor or staff, and the extent to which the secretary is expected to exercise initiative and judgment. Secretaries should be matched at the level best describing their level of responsibility. When a position's duties span more than one LR level, the introductory paragraph at the beginning of each LR level should be used to determine which of the levels best matches the position. (Typically, secretaries performing at the higher levels of responsibility also perform duties described at the lower levels.)

LR-1 Carries out recurring office procedures independently, and selects the guideline or reference that fits the specific case. The supervisor provides specific instructions on new assignments and checks completed work for accuracy. The LR-1 performs varied duties including or comparable to the following:

a. Respond to routine telephone requests that have standard answers; refer calls and visitors to appropriate staff. Control mail and assure timely staff response, and send form letters;
b. As instructed, maintain supervisor's calendar, make appointments, and arrange for meeting rooms:
c. Review materials prepared for supervisor's approval for typographical accuracy and proper format;
d. Maintain recurring internal reports, such as time and leave records, office equipment listings, correspondence controls, and training plans;
e. Requisition supplies, printing, maintenance or other services, type, take and transcribe dictation, create and maintain office files.

LR-2 handles differing situations, problems, and deviations in the work of the office

according to the supervisor's general instructions, priorities, duties, policies, and program goals. Supervisor may assist secretary with special assignments. Duties include or are comparable to the following:

a. Screen telephone calls, visitors, and incoming correspondence; personally respond to requests for information concerning office procedures; determine which requests should be handled by the supervisor, appropriate staff member or other offices, prepare and sign routine non-technical correspondence in own or supervisor's name;
b. Schedule tentative appointments without prior clearance. Make arrangements for conferences and meetings and assemble established background materials as directed. May attend meetings and record and report on the proceedings;
c. Review outgoing materials and correspondence for internal consistency and conformance with supervisor's procedures; assure that proper clearances have been obtained, when needed;
d. Collect information from the files or staff for routine inquiries on office program(s) or periodic reports, and refer non-routine requests to supervisor or staff;
e. Explain to subordinate staff supervisor's requirements concerning office procedures, coordinate personnel and administrative forms for the office and forwards for processing.

LR-3 uses greater judgment and initiative to determine the approach or action to take in non- routine situations, interprets and adapts guidelines, including unwritten policies, precedents, and practices, which are not always completely applicable to changing situations. Duties include or are comparable to the following:

a. Based on knowledge of the supervisor's views, compose correspondence on own initiative about administrative matters and general office policies for supervisor's approval;
b. Anticipate and prepare materials needed by the supervisor for conferences, correspondence, appointments, meetings, telephone calls, etc., and informs supervisor on matters to be considered;
c. Read publications, regulations, and directives and take action or refer those that are important to the supervisor and staff;
d. Prepare special or one-time reports, summaries, or replies to inquiries, selecting relevant information from a variety of sources such as reports, documents, correspondence, other offices, etc., under general directions;
e. Advise secretaries in subordinate offices on new procedures; request information needed from the subordinate office(s) for periodic or special conferences, reports, inquiries, etc., and shifts clerical staff to accommodate workload needs.

Excludes secretaries performing any of the following duties:

Acting as office manager for the executive's organization, e.g., determines when new procedures are needed for changing situations and devises and implements alternatives; revising or clarifying procedures to eliminate conflict or duplication; identifying and resolving various problems thataffect the orderly flow of work in transactions with parties outside the

organization.

Preparing agenda for conferences; explain discussion topics to participants; drafts introductionsand develops background information and prepares outlines for executive or staff member(s) to use in writing speeches.

The LR-3 advises individuals outside the organization on the executive's views on major policiesor current issues facing the organization; contacts or responds to contact from high-ranking outside officials (e.g., city or state officials, members of congress, presidents of national unions or large national or international firms, etc.) in unique situations. These officials may be relatively inaccessible, and each contact typicallymust be handled differently, using judgment and discretion.

CRITERIA FOR MATCHING SECRETARIES BY LEVEL

Secretary I (01311), Secretary II (01312), Secretary III (01313),

Intentionally blank	LR-1	LR-2	LR-3
LS-1	I 01311	II 01312	III 01313
LS-2	I 01311	III 01313	See Note
LS-3	I 01311	See Note	See Note

NOTE: Employees whose duties meet this level of responsibility and supervision may be properly classified under the Administrative Assistant category or the class may need to be confirmed.

Secretary I requires a high school diploma or high school equivalent and 0 years of experience. Secretary II requires a high school diploma or high school equivalent plus one year of relevant experience. Secretary III requires a high school diploma or high school equivalent plus two years of relevant experience.

01320 SERVICE ORDER DISPATCHER
This position receives, records, and distributes work orders to service crews upon customers' requests for service on articles or utilities purchased from wholesale or retail establishment or utility company, records information, such as name, address, article to be repaired, or service to be rendered, prepares work order and distributes to service crew, schedules service calls and dispatches service crew. The Service Order Dispatcher calls or writes the customer to ensure satisfactory performance of service, keeps record of service calls and work orders, may dispatch orders and relay messages and special instructions to mobile crews and other departments using radio or cellular telephone equipment. Service Order Dispatcher requires a high school diploma or high school equivalent and 0 years of experience.

01410 SUPPLY TECHNICIAN
This position performs limited aspects of technical supply management work (e.g., inventory management, storage management, cataloging, and property utilization) related to depot,

local, or other supply activities. Work usually is segregated by commodity area or function, and controlled in terms of difficulty, complexity, or responsibility. Assignments usuallyrelate to stable or standardized segments of technical supply management operations; or to functions or subjects that are narrowin scope or limited in difficulty. The work generally involves individual case problems or supply actions. This work may require consideration of program requirements together with specific variations in or from standardized guidelines. Assignments require:

(a) a good working knowledge of the governing supply systems, programs, policies, nomenclature, work methods, manuals, or other established guidelines; (b) an understanding of the needs of the organization serviced; and (c) analytical ability to define or recognize the dimension of theproblems involved, to collect the necessary data to establish the facts, and take or recommend action based upon application or interpretation of established guidelines.

Supply Technician requires a high school diploma or high school equivalent and 0 years of experience.

01460 RECEPTIONIST
This position greets visitors, determining nature of visits and directing visitors to appropriate persons. Duties may include, but are not limited to, relaying incoming, outgoing, and intra-system calls through a private branch exchange (PBX) system; recording and transmitting messages; keeping records of calls placed; providing information to callers and visitors; hearing and resolving complaints; making appointments; handling incoming and outgoing mail; controlling access to the facility; keeping a log of visitors; and issuing visitor passes. In this position, one may also type and perform other routine clerical work, such as entering data and processing documents, which may occupy the major portion of the worker's time. Receptionist requires a high school diploma or high school equivalent and 0 years of experience.

01530 TRAVEL CLERK (Occupational Base)
This position plans itinerary and schedules travel accommodations for military and civilian personnel with dependents according to travel orders using knowledge of routes, types of carriers, and travel regulations. This Clerk verifies travel orders to ensure costs, availability, and convenience ofdifferent types of carriers to select most advantageous route and carrier; notifies personnel of travel dates, baggage, limits and medical and visa requirements, and determines that all clearances have been obtained. The Travel Clerk assists personnel in completing travel forms and other business transactions pertaining to travel, may deliver personnel files and travel orders to persons prior to departure, meet and inform arriving personnel of available facilities and housing and furnish other information, and may arrange for motor transportation for arriving or departing personnel.

01531 TRAVEL CLERK I
Under close supervision or following specific procedures and detailed instructions, The Travel Clerk I arranges travel on one or two modes of transportation. Travel is usually recurrent by the same modes, carriers, routes and same major points of origin and destination, seldom involving special transportation privileges or requiring special

allowances or planning for supplemental transportation facilities. When such services are required, they do not occur in such variety or with such frequency as to create problems of timing or coordination. Travel Clerk I requires a high school diploma or high school equivalent and 0 years of experience.

01532 TRAVEL CLERK II
Travel usually involves the use of two or more modes of transportation. Information on carriers, modes and facilities is readily available since most carriers servicing the area maintain local facilities or publish information regularly. Single carriers or connecting carriers have schedules that are easily coordinated using readily obtainable timetables or guides.

Travel is frequently recurrent. A substantial number of problems arise because of rerouting, and there are often side trips requiring changes of transportation. Travel is usually to areas accessible by direct line, or established connecting points and normal modes of transportation. Travel is not always planned well in advance so there may be major problems of scheduling oraccommodations.

Travel involves special transportation privileges or special allowances and requires authorization or planning for supplemental or special transportation facilities, and when such services are required, they usually do not occur in such variety or with such frequency as to create major problems of timing or coordination.

Within general guidelines, employees select and apply appropriate travel guides, methods, techniques, and work sequences to effectively accomplish the work. The majority of assignments are performed without technical assistance, but unusually difficult travel situations or problem cases encountered during the course of the work are referred to the supervisor before decision or commitment. Review of work is for compliance with regulatory guides and program policies and for soundness of decisions and conclusions. Travel Clerk II requires a high school diploma or high school equivalent plus one year of relevant experience.

01533 TRAVEL CLERK III
At this level, all major modes of transportation are used, as most individual trips involve combinations of more than one mode. Travel is varied, often not recurrent and periodically requires planning for relatively inaccessible intermediate or destination points. Routings are diverse and there is a necessity for frequent rerouting, re-planning, or rearranging, with many side trips requiring changes in modes of travel and creating substantial difficulty in routing and scheduling connections.

A substantial amount of travel involves special allowances or requires authorization and planning for supplementary or special transportation facilities. It is frequently difficult to obtain the required information.

The incumbent is characterized by independence of action, with very little instruction, guidance, and review, except for review of accomplishments of broad objectives and

conformance to policy. The incumbent is viewed as the authority on travel matters, including the furnishing of advice and information to travelers, administrative officials and others; and has responsibility as the principal liaison with all elements, carriers, and facilities. Travel Clerk III requires a high school diploma or high school equivalent plus two years of relevant experience.

01610 WORD PROCESSOR (Occupational Base)
This position uses automated systems, such as word processing equipment, personal computers, or workstations linked to a larger computer or local area network, to produce a variety of documents, such as correspondence, memos, publications, forms, reports, tables and graphs. The Word Processor uses one or more word processing software packages; may also perform routine clerical tasks, such as operating copiers, filing, answering telephones, ad sorting and distributing mail.

Excluded are:

a. Typists using automatic or manual typewriters with limited or no text-editing capabilities; workers in these positions are not typically required to use word processing software packages;
b. Key Entry Operators, Accounting Clerks, Sales Clerks, and other clerks who may use automated word processing equipment for purposes other than typing composition;
c. Positions requiring subject-matter knowledge to prepare and edit text using automated word processing equipment.

01611 WORD PROCESSOR I
This position produces a variety of standard documents, such as correspondence, form letters, reports, tables and other printed materials. Work requires skill in typing; a knowledge of grammar, punctuation and spelling; and ability to use reference guides and equipment manuals. The Word Processor I performs familiar, routine assignments following standard procedures, seeks further instructions for assignments requiring deviations from established procedures. Word Processor I requires a high school diploma or high school equivalent and 0 years of experience.

01612 WORD PROCESSOR II
This position uses knowledge of varied and advanced functions of one software type, knowledge of varied functions of different types of software, or knowledge of specialized or technical terminology to perform such typical duties as:

a. Editing and reformatting written or electronic drafts. Examples include: correcting function codes; adjusting spacing formatting and standardizing headings, margins, and indentations.
b. Transcribing scientific reports, lab analysis, legal proceedings, or similar material from voice tapes or handwritten drafts. Work requires knowledge of specialized, technical, or scientific terminology.

Work requires familiarity with office terminology and practices. Incumbent corrects copy, and questions originator of document concerning missing information, improper formatting, or discrepancies in instructions. Supervisor sets priorities and deadlines on continuing

assignments, furnishes general instructions for recurring work and provides specific instructions for new or unique projects, may lead lower-level word processors. Word Processor II requires a high school diploma or high school equivalent plus one year of relevant experience.

01613 WORD PROCESSOR III
Requires both a comprehensive knowledge of word processing software applications and office practices and a high degree of skill in applying software functions to prepare complex and detailed documents. For example, processes complex and lengthy technical reports which include tables, graphs, charts, or multiple columns. Uses either different word processing packages or many different style macros or special command functions; independently completes assignments and resolves problems. Word Processor III requires a high school diploma or high school equivalent plus two years of relevant experience.

14000 INFORMATION TECHNOLOGY OCCUPATIONS

14040 COMPUTER OPERATOR (Occupational Base)
The Computer Operator monitors and operates the control console of either a mainframe digital computer or a group of minicomputers, in accordance with operating instructions, to process data. Work is characterized by the following:

a. Studies operating instructions to determine equipment setup needed.
b. Loads equipment with required items (tapes, cards, paper, etc.).
c. Switches necessary auxiliary equipment into system;
d. Diagnoses and corrects equipment malfunctions;
e. Reviews error messages and makes corrections during operation or refers problems;
f. Maintains operating record

This operator may test run new or modified programs and assists in modifying systems or programs. Included within the scope of this definition are fully qualified Computer Operators, trainees working to become fully qualified operators, and lead operators providing technical assistance to lower-level positions.

14041 COMPUTER OPERATOR I
The Computer Operator I works under close personal supervision and is provided detailed written or oral guidance before and during assignments. As instructed, this worker resolves common operating problems and may serve as an assistant operator working under close supervision or performing a portion of a more senior operator's work. Computer Operator I requires a high school diploma or high school equivalent.

14042 COMPUTER OPERATOR II
The Computer Operator II processes scheduled routines that present few difficult operating problems (e.g., infrequent or easily resolved error conditions). In response to computer output instructions or error conditions, this worker applies standard operating or corrective procedure, refers problems that do not respond to preplanned procedure, and may serve as an assistant operator, working under general supervision. Computer Operator II requires a high school diploma or high school equivalent plus one or more year of relevant experience.

14043 COMPUTER OPERATOR III
The Computer Operator III processes a range of scheduled routines. In addition to operating the system and resolving common error conditions, this worker diagnoses and acts on machine stoppage and error conditions not fully covered by existing procedures and guidelines (e.g., resetting switches and other controls or making mechanical adjustments to maintain or restore equipment operations). In response to computer output instructions or error conditions, the Computer Operator III may deviate from standard procedures if standard procedures do not provide a solution and refers problems which do not respond to corrective procedures to a person of supervisory or higher individual contributor level. Computer Operator III requires a high school diploma or high school equivalent plus two or more years of relevant experience.

14044 COMPUTER OPERATOR IV
The Computer Operator IV adapts to a variety of nonstandard problems that require extensive operator intervention (e.g. frequent introduction of new programs, applications, or procedures). In response to computer output instructions or error conditions, this worker chooses or devises a course of action from among several alternatives and alters or deviates from standard procedures if standard procedures do not provide a solution (e.g. reassigning equipment in order to work around faulty equipment or transfer channels); then refers problems if necessary. Typically, completed work is submitted to users without supervisory review. Computer Operator IV requires a high school diploma or high school equivalent requires a high school diploma or high school equivalent plus three years of relevant experience.

14045 COMPUTER OPERATOR V
The Computer Operator V resolves a variety of difficult operating problems (e.g. making unusual equipment connections and rarely used equipment and channel configurations to direct processing through or around problems in equipment, circuits, or channels or reviewing test run requirements and developing unusual system configurations that will allow test programs to process without interfering with ongoing job requirements). In response to computer output instructions and error conditions or to avoid loss of information or to conserve computer time, operator deviates from standard procedures. Such actions may materially alter the computer unit's production plans. This operator may spend considerable time away from the control station providing technical assistance to lower-level operators and assisting programmers, systems analysts, and subject matter specialists with resolution of problems. Computer Operator V requires a high school diploma or high school equivalent plus four years of relevant experience.

14070 COMPUTER PROGRAMMER (Occupational Base)
The Computer Programmer performs programming services for establishments or for outside organizations that may contract for services, converts specifications (precise descriptions) about business or scientific problems into a sequence of detailed instructions to solve problems by electronic data processing (EDP) equipment, i.e. digital computers; draws program flow charts to describe the processing of data, and develops the precise steps and processing logic which, when entered into the computer in coded language (COBOL, FORTRAN, or other programming language) to cause the manipulation of data to

achieve desired results. The Computer Programmer tests and corrects programs, prepares instructions for operators who control the computer during runs, modifies programs to increase operating efficiency or to respond to changes in work processes, and maintains records to document program development and revisions.

At levels I, II and III, Computer Programmers may also perform programming analysis such as: gathering facts from users to define their business or scientific problems, and to investigate the feasibility of solving problems through new or modified computer programs; developing specifications for data inputs, flow, actions, decisions, and outputs; and participating on a continuing basis in the overall program planning along with other EDP personnel and users. In contrast, at level IV, some programming analysis must be performed as part of the programming assignment. The analysis duties are identified in a separate paragraph at levels I, II, III, and IV. However, the systems requirements are defined by systems analysts or scientists.

Positions are classified into levels based on the following definitions:

14071 COMPUTER PROGRAMMER I
The Computer Programmer I assists higher level staff by performing elementary programming tasks which concern limited and simple data items and steps which closely follow patterns of previous work done in the organization, e.g. drawing flow charts, writing operator instructions, or coding and testing routines to accumulate counts, tallies, or summaries. This worker may perform routine programming assignments (as described in Level II) under close supervision.

In addition to assisting higher level staff, the Computer Programmer I may perform elementary fact-finding concerning a specified work process, e.g., a file of clerical records which is treated as a unit (invoices, requisitions, or purchase orders, etc.) and then report findings to higher level staff. May receive training in elementary fact-finding. Detailed step-by-step instructions are given for each task, and any deviation must be authorized by a supervisor. Work is closely monitored in progress and reviewed in detail upon completion. Computer Programmer I requires a high school diploma or high school equivalent.

14072 COMPUTER PROGRAMMER II
At this level, initial assignments are designed to develop competence in applying established programming procedures to routine problems. This Computer Programmer performs routine programming assignments that do not require skilled background experience but do require knowledge of established programming procedures and data processing requirements, and works according to clear-cut and complete specifications. The data are refined, and the format of the final product is very similar to that of the input, or is well defined when significantly different, i.e., there are few, if any, problems with interrelating varied records and outputs.

The Computer Programmer II maintains and modifies routine programs, makes approved changes by amending program flow charts, developing detailed processing logic, and coding changes, tests and documents modifications and writes operator instructions, may

write routine new programs using prescribed specifications, and may confer with EDP personnel to clarify procedures, processing logic, etc.

In addition, the Computer Programmer II may evaluate simple interrelationships in the immediate programming area confers with user representatives to gain an understanding of the situation sufficient to formulate the needed change, and implements the change upon approval of the supervisor or higher level staff. The incumbent is provided with charts, narrative descriptions of the functions performed, an approved statement of the product desired (e.g., a change in a local establishment report), and the inputs, outputs, and record formats. This Worker reviews objectives and assignment details with higher level staff to ensure thorough understanding; uses judgment in selecting among authorized procedures and seeks assistance when guidelines are inadequate, significant deviations are proposed, or when unanticipated problems arise. Work is usually monitored in progress, and all work is reviewed upon completion for accuracy and compliance with standards. Computer Programmer II requires a high school diploma or high school equivalent plus one year of relevant experience.

14073 COMPUTER PROGRAMMER III
As a fully qualified Computer Programmer, this Worker applies standard programming procedures and detailed knowledge of pertinent subject matter in a programming area such as a record keeping operation (supply, personnel and payroll, inventory, purchasing, insurance payments, depositor accounts, etc.); a well-defined statistical or scientific problem; or other standardized operation or problem. The incumbent works according to approved statements of requirements and detailed specifications.

While the data are clear cut, related, and equally available, there may be substantial interrelationships of a variety of records and several varied sequences of formats are usually produced. The programs developed or modified typically are linked to several other programs in that the output of one becomes the input for another. This Computer Programmer recognizes probable interactions of other related programs with the assigned program(s) and is familiar with related system software and computer equipment, and solves conventional programming problems, (In small organizations, may maintain programs that concern or combine several operations, i.e. users, or develop programs where there is one primary user and the others give input.)

The Computer Programmer III performs such duties as developing, modifying, and maintaining assigned programs, designing and implementing modifications to the interrelation of files and records within programs in consultations with higher level staff. This Worker monitors the operation of assigned programs and responds to problems by diagnosing and correcting errors in logic and coding; implements and/or maintains assigned portions of a scientific programming project, applying established scientific programming techniques to well-defined mathematical, statistical, engineering, or other scientific problems usually requiring the translation of mathematical notation into processing logic and code. (Scientific programming includes assignments such as: using predetermined physical laws expressed in mathematical terms to relate one set of data to another; the routine storage and retrieval of field test data, and using procedures for real-time command and control, scientific data reduction, signal processing, or similar areas.) This Programmer

tests, documents work, writes and maintains operator instructions for assigned programs, and confers with other EDP personnel to obtain or provide factual data.

In addition, this Programmer may carry out fact-finding and programming analysis of a single activity or routine problem, applying established procedures where the nature of the program, feasibility, computer equipment, and programming language have already been decided. Job tasks may require the incumbent to analyze present performance of the program and take action to correct deficiencies based on discussion with the user and consultation with and approval of the supervisor or higher-level staff. This Programmer may assist in the review and analysis of detailed program specifications, and in program design to meet changes in work processes.

The Computer Programmer III works independently under specified objectives; applies judgment in devising program logic and in selecting and adapting standard programming procedures, resolves problems and deviations according to established practices, and obtains advice where precedents are unclear or not available. This worker may guide or instruct lower level programmers; supervise technicians and others who assist in specific assignments, works on complex programs under close direction of higher level staff or supervisor, and may assist higher level staff by independently performing moderately complex tasks assigned, and performing complex tasks under close supervision. Work at a level above this is deemed Supervisory or Individual Contributor. Completed work is reviewed for conformance to standards, timeliness, and efficiency. Computer Programmer III requires a high school diploma or high school equivalent plus two years of relevant experience.

14074 COMPUTER PROGRAMMER IV

The Computer Programmer IV applies expertise in programming procedures to complex programs; recommends the redesign of programs, investigates and analyzes feasibility and program requirements, and develops programming specifications. Assigned programs typically affect a broad multi-user computer system which meets the data processing needs of a broad area (e.g., manufacturing, logistics planning, finance management, human resources, or material management) or a computer system for a project in engineering, research, accounting, statistics, etc. This Programmer plans the full range of programming actions to produce several interrelated but different products from numerous and diverse data elements, which are usually from different sources; solves difficult programming problems, and uses knowledge of pertinent system software, computer equipment, work processes, regulations, and management practices.

This Programmer performs such duties as: developing, modifying, and maintains complex programs; designs and implements the interrelations of files and records within programs which will effectively fit into the overall design of the project; works with problems or concepts and develops programs for the solution to major scientific computational problems requiring the analysis and development of logical or mathematical descriptions of functions to be programmed; and develops occasional special programs, e.g. a critical path analysis program to assist in managing a special project. This Worker tests, documents, and writes operating instructions for all work, confers with other EDP personnel to secure information, investigate and resolve problems, and coordinates work efforts.

In addition, this incumbent performs such programming analyses as: investigating the feasibility of alternate program design approaches to determine the best-balanced solution, e.g., one that will best satisfy immediate user needs, facilitate subsequent modification, and conserve resources. Duties include the following: assisting user personnel in defining problems or needs, determining work organization on typical maintenance projects and smaller scale, working on limited new projects, the necessary files and records, and their interrelation with the program or working on large or more complicated projects, and participating as a team member along with other EDP personnel and users, holding responsibility for a portion of the project.

The Computer Programmer IV works independently under overall objectives and direction, apprising the supervisor about progress and unusual complications and modifying and adapting precedent solutions and proven approaches. Guidelines include constraints imposed by the related programs with which the incumbent's programs must be meshed. Completed work is reviewed for timeliness, compatibility with other work, and effectiveness in meeting requirements. This Worker may function as team leader or supervise a few lower-level programmers or technicians on assigned work. Computer Programmer IV requires a high school diploma or high school equivalent plus three years of relevant experience.

14100 COMPUTER SYSTEMS ANALYST (Occupational Base)
The Computer Systems Analyst analyzes business or scientific problems for resolution through electronic data processing, gathers information from users, defines work problems, and, if feasible, designs a system of computer programs and procedures to resolve the problems. This Worker develops complete specifications or enables other Computer Programmers to prepare required programs and analyzes subject-matter operations to be automated; specifies number and types of records, files, and documents to be used and outputs to be produced; prepares work diagrams and data flow charts; coordinates tests of the system and participates in trial runs of new and revised systems; and recommends computer equipment changes to obtain more effective operations. The Computer Systems Analyst may also write the computer programs.

Positions are classified into levels based on the following definitions:

14101 COMPUTER SYSTEMS ANALYST I
At this level, initial assignments are designed to expand practical experience in applying systems analysis techniques and procedures. This Analyst provides several phases of the required systems analysis where the nature of the system is predetermined, uses established fact-finding approaches, knowledge of pertinent work processes and procedures, and familiarity with related computer programming practices, system software, and computer equipment.

This Worker carries out fact finding and analyses as assigned, (usually of a single activity or a routine problem); applies established procedures where the nature of the system, feasibility, computer equipment and programming language have already been decided; may assist a higher level systems analyst by preparing the detailed specifications required

by computer programmers from information developed by the higher level analyst, and may research routine user problems and solve them by modifying the existing system when the solutions follow clear precedents. When cost and deadline estimates are required, results receive closer review.

The supervisor defines objectives, priorities, and deadlines. Incumbents work independently; adapt guides to specific situations; resolve problems and deviations according to established practices; and obtain advice where precedents are unclear or not available. Completed work is reviewed for conformance to requirements, timeliness, and efficiency. This position may supervise technicians and others who assist in specific assignments. Work at a level above this is deemed Supervisory or Individual Contributor. Computer Systems Analyst I requires a high school diploma or high school equivalent and 0 years of experience.

14102 COMPUTER SYSTEMS ANALYST II
This Analyst applies systems analysis and design skills in an area such as a record keeping or scientific operation. A system of several varied sequences or formats is usually developed, e.g. the analyst develops systems for maintaining depositor accounts in a bank, maintaining accounts receivable in a retail establishment, maintaining inventory accounts in a manufacturing or wholesale establishment, or processing a limited problem in a scientific project. This position requires competence in most phases of system analysis and knowledge of pertinent system software and computer equipment and of the work processes, applicable regulations, workload, and practices of the assigned subject-matter area. Job duties require the incumbent to be able to recognize probable interactions of related computer systems and predict impact of a change in assigned system.

The Computer Systems Analyst II reviews proposals which consist of objectives, scope, and user expectations; gathers facts, analyzes data, and prepares a project synopsis which compares alternatives in terms of cost, time, availability of equipment and personnel, and recommends a course of action; upon approval of synopsis, prepares specifications for development of computer programs. Duties also include the ability to determine and resolve data processing problems and coordinate the work with program, users, etc. This worker orients user personnel on new or changed procedures, may conduct special projects such as data element and code standardization throughout a broad system, working under specific objectives and bringing to the attention of the supervisor any unusual problems or controversies.

In this position, the incumbent works independently under overall project objectives and requirements, and apprises supervisor about progress and unusual complications. Guidelines usually include existing systems and the constraints imposed by related systems with which the incumbent's work must be meshed. This worker adapts design approaches successfully used in precedent systems, works on a segment of a complex data processing scheme or broad system, as described for Computer Systems Analyst, level III, works independently on routine assignments and receives instructions and guidance on complex assignments. Work is reviewed for accuracy of judgment, compliance with instructions, and to ensure proper alignment with the overall system. Completed work is reviewed for timeliness, compatibility with other work, and effectiveness in meeting requirements. This

analyst may provide functional direction to lower-level assistants on assigned work. Computer Systems Analyst II requires a high school diploma or high school equivalent plus one year of relevant experience.

14103 COMPUTER SYSTEMS ANALYST III

The Computer Systems Analyst III applies systems analysis and design techniques to complex computer systems in a broad area such as manufacturing, finance management, engineering, accounting, or statistics, logistics planning, material management, etc. Usually, there are multiple users of the system; however, there may be complex one-user systems, e.g., for engineering or research projects. This position requires competence in all phases of systems analysis techniques, concepts, and methods and knowledge of available system software, computer equipment, and the regulations, structure, techniques, and management practices of one or more subject-matter areas. Since input data usually come from diverse sources, this worker is responsible for recognizing probable conflicts and integrating diverse data elements and sources, and produces innovative solutions for a variety of complex problems.

The Computer Systems Analyst III maintains and modifies complex systems or develops new subsystems such as an integrated production scheduling, inventory control, cost analysis, or sales analysis record in which every item of each type is automatically processed through the full system of records. The incumbent guides users in formulating requirements, advises on alternatives and on the implications of new or revised data processing systems, analyzes resulting user project proposals, identifies omissions and errors in requirements and conducts feasibility studies. This analyst recommends optimum approach and develops system design for approved projects, interprets information and informally arbitrates between system users when conflicts exist. This worker may serve as lead analyst in a design subgroup, directing and integrating the work of one or two lower-level analysts, each responsible for several programs. Supervision and nature of review are similar to level II; existing systems provide precedents for the operation of new subsystems. Computer Systems Analyst III requires a high school diploma or high school equivalent plus two years of relevant experience.

14150 PERIPHERAL EQUIPMENT OPERATOR

The Peripheral Equipment Operator operates peripheral equipment that directly supports digital computer operations. Such equipment is uniquely and specifically designed for computer applications, but need not be physically or electronically connected to a computer. Printers, plotters, tape readers, tape units or drives, disk units or drives, and data display units are examples of such equipment.

The following duties characterize the work of a Peripheral Equipment Operator:

a. Loads printers and plotters with correct paper; adjusting controls for forms, thickness, tension, printing density, and location; and unloading hard copy;
b. Labels tape reels, or disks;
c. Checks labels and mounting and dismounting designated tape reels or disks on specified units or drives;
d. Sets controls which regulate operation of the equipment;

e. Observes panel lights for warnings and error indications and taking appropriate action;
f. Examines tapes, cards, or other material for creases, tears or other defects that could cause processing problems.

Excludes workers who monitor and operate a control console or a remote terminal, or whose duties are limited to operating decollators, busters, separators, or similar equipment. Peripheral Equipment Operator requires a high school diploma or high school equivalent and 0 years of experience.

14160 PERSONAL COMPUTER SUPPORT TECHNICIAN
The Personal Computer Support Technician provides support to distributed PC/networking environment including installation, testing, repair, and troubleshooting for stand-alone PCs, PCs linked to networks, printers, and other computer peripherals. Support responsibilities include software installation, and configurations. This technician performs technical, operational, and training support to users of personal computers either by telephone, or on-site for PC desktop hardware and software packages. Job duties require the technician to install and test personal computers, printers, and other peripherals, configure operating system, load shrink-wrap programs and other application software programs. In this position, the incumbent troubleshoots computer problems, performs hardware and software diagnostics, coordinates needed repairs, resolves computer system problems, including coordination between users and components of a local area network, and participates in the evaluation of system configuration and software. Personal Computer Support Technician requires a high school diploma or high school equivalent and 0 years of experience.

05000 AUTOMOTIVE SERVICE OCCUPATIONS

05110 MOBILE EQUIPMENT SERVICER
Operating from a mobile fuel station and/or tanker, the Mobile Equipment Servicer performs one or more of the following duties: supplies all types of vehicles with gasoline or diesel fuel, and records mileage and tag numbers, checks fluid levels, battery, cooling system and engine oil, checks tires for wear and pressure, replaces wiper blades, fuses, sealed beam lights, and light bulbs. Inspects equipment and performs preventive maintenance services, changes oil and filters, lubricates and greases vehicles, washes and cleans interiors and exteriors of vehicles; maintains inventories of parts and supplies; and cleans and maintains work areas. Mobile Equipment Servicer requires a high school diploma or high school equivalent and 0 years of experience.

11000 GENERAL SERVICES AND SUPPORT OCCUPATIONS

11030 CLEANER, VEHICLES
The Cleaner, Vehicles cleans interiors and exteriors of transportation vehicles, such as automobiles, buses, railroad cars, and streetcars, cleans interior of vehicle, using broom, cloth, mop, vacuum cleaner, and whiskbroom, cleans windows with water, cleansing compounds, and cloth or chamois, replenishes sanitary supplies in vehicle compartments, removes dust, grease, and oil from exterior surfaces of vehicles, using steam-cleaning

equipment or by spraying or washing vehicles, using spraying equipment, brush or sponge. The Cleaner may polish exterior of vehicle, and may fumigate interior of vehicle, using fumigating gases or sprays. Cleaner requires a high school diploma or high school equivalent and 0 years of experience.

11090 GARDENER
The Gardener plans and executes small scale landscaping operations and maintains grounds and landscape of household, business and other properties, works with assistant in preparing and grading terrain, applying fertilizers, seeding and laying sod, and transplanting shrubs and plants, and cultivates them, using gardening implements and power-operated equipment. The Gardner plants new and repairs established lawns, using seed mixtures and fertilizers recommended for particular soil type and lawn location, locates and plants shrubs, trees, and flowers recommended for particular landscape effect or those selected by property owner, mows and trims lawns, using hand or power mower, trims shrubs and cultivates gardens, sprays trees and shrubs and applies supplemental liquid and dry nutrients to lawn, trees and shrubs; cleans ground, using rakes, brooms, and hose, dig trenches and install drain tiles, repair concrete and asphalt walks and driveways. Gardener requires a high school diploma or high school equivalent and 0 years of experience.

11150 JANITOR
The Janitor cleans and keeps in an orderly condition factory working areas and washrooms, or premises of an office, apartment house, or commercial or other establishment. Duties involve a combination of the following: Sweeping, mopping or scrubbing, and polishing floors; removing chips, trash, and other refuse; dusting equipment, furniture, or fixtures; polishing metal fixtures or trimmings; providing supplies and minor maintenance services; and cleaning lavatories, showers, and restrooms. Janitor requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:
a. Workers who specialize in window washing.
b. Housekeeping staff who make beds and change linens as a primary responsibility.
c. Workers required to disassemble and assemble equipment in order to clean machinery.
d. Workers who receive additional compensation to maintain sterile facilities or equipment.

11210 LABORER, GROUNDS MAINTENANCE
The Laborer, Grounds Maintenance maintains grounds of industrial, commercial or public property such as buildings, camp and picnic grounds, parks, playgrounds, greenhouses, and athletic fields, and repairs structures and equipment, performing one or more of the following tasks: cut grass, using walking-type or riding mowers (less than 2000 lbs.), trim hedges and edges around walks, flowerbeds, and wells, using hedge trimmers, clippers and edging tools, prunes shrubs and trees to shape and improve growth, using shears and other hand tools, sprays lawn, shrubs, and trees with fertilizer or insecticide. Job duties also include the following: planting grass, flowers, trees, and shrubs, watering lawn and shrubs during dry periods, using hose or activating sprinkler system, picks up and burns or carts away leaves, paper or other litter; removing snow from walks, driveways, roads, or parking

lots, using shovel and snow blower, spreads salt on walkways and other areas, repairing and painting fences, gates, benches, tables, guardrails, and outbuildings. This Worker assists in repair of roads, walks, buildings, and mechanical equipment, and may clean comfort stations, offices workshop areas, and parking lots by sweeping, washing, mopping and polishing. Laborer requires a high school diploma or high school equivalent and 0 years of experience.

ROADSIDE LITTER CREW
These employees will collect and bag litter, deposit bagged litter as directed by the client, and report the nature and location of hazardous waste (i.e.: carcasses, fuel tanks, drug paraphernalia, etc.) to the client. The client will be responsible for direct supervision on site, assigning work locations, assigning shifts, and assigning meal/water breaks. The client will take all appropriate traffic control measures. Employees will use proper lifting, bending, stretching, and retrieval techniques. The client will provide staff with gloves, vests, and other necessary equipment. The client will also provide appropriate time for meals, rest breaks, and water breaks. Employees will provide their own safety work shoes/boots. Ground maintenance duties, such as mowing and weeding, fall outside of the scope of this project. Assigned employees shall not be permitted to operate machinery or vehicles. The Litter Crew requires a high school diploma or high school equivalent and 0 years of experience.

11240 MAID OR HOUSEMAN
The Maid or Houseman cleans rooms and other premises of hotel, motel, tourist home, or other lodging facility, performing any combination of the following tasks: dusting and cleaning Venetian blinds, furniture, and other surfaces, sorts, counts, folds, marks, or carries linens. The Maid or Houseman turns mattresses and makes beds, moves and arranges furniture and hangs drapes, cleans and polishes metalwork and porcelain bathroom fixtures, spot-cleans walls and windows, empties wastebaskets and removes trash, removes soiled linens for laundering, replenishes room supplies, and reports needed repairs to equipment, furniture, building and fixtures. Maid and Houseman require a high school diploma or high school equivalent and 0 years of experience.

11270 TRACTOR OPERATOR
The Tractor Operator drives gasoline or diesel-powered tractor to: move materials, draw implements, tow trailers, pull out objects embedded in ground, or pull cable of winch to raise, lower, or load heavy material or equipment. The Tractor Operator fastens attachments such as graders, plows, rollers, mowers (over 2000 lbs.), backhoes, seeders, and disc harrows to tractor, adjusts equipment for proper operation, lubricates and makes minor repairs to tractor and attachments such as tightening bolts, and replacing washers, cotter pins, and screws. Tractor Operator requires a high school diploma or high school equivalent and 0 years of experience.

11330 TRAIL MAINTENANCE WORKER
The Trail Maintenance Worker removes fallen and leaning dead trees, encroaching limbs and brush, minor repair of tread, tread drainage and tread drainage structures and trail location marking. The Trail Maintenance Worker removes downed limbs, loose rock and debris from trail ways. Trail Maintenance Worker requires a high school diploma or high school equivalent and 0 years of experience.

21000 MATERIALS HANDLING AND PACKING OCCUPATIONS

21020 FORKLIFT OPERATOR

The Forklift Operator operates a manually controlled gasoline, electric or liquid propane gas powered forklift to transport goods and materials of all kinds within a warehouse, manufacturing plant, or other establishment. Forklift Operator requires a high school diploma or high school equivalent and 0 years of experience.

21030 MATERIAL COORDINATOR

The Material Coordinator coordinates and expedites flow of material, parts, and assemblies within or between departments in accordance with production and shipping schedules or department supervisors' priorities. In this job, the Material Coordinator reviews production schedules and confers with department supervisors to determine material required or overdue and to locate material, requisitions material and establishes delivery sequences to departments according to job order priorities and anticipated availability of material; arranges for in-plant transfer of materials to meet production schedules, and with department supervisors for repair and assembly of material and its transportation to various departments, and examines material delivered to production departments to verify if type specified.

This Worker may monitor and control movement of material and parts along conveyor system, using remote-control panel board, compute amount of material needed for specific job orders, applying knowledge of product and manufacturing processes and using adding machine; compile report of quantity and type of material on hand, move or transport material from one department to another, using hand or industrial truck; may compile perpetual production records in order to locate material in process of production, using manual or computerized system, and maintain employee records. The Material Coordinator requires a high school diploma or high school equivalent and 0 years of experience.

21040 MATERIAL EXPEDITER

The Material Expediter executes the following: locates and moves materials and parts between work areas of plant to expedite processing of goods, according to pre-determined schedules and priorities, and keeps related record, reviews production schedules inventory reports, and work orders to determine types, quantities, and availability of required material and priorities of customer orders, confers with department supervisors to determine materials overdue and to inform them of location, availability, and condition of materials, locates and moves materials to specified production areas, using cart or hand truck, and records quantity and type of materials distributed and on hand. Work may include the following tasks: directing Power-Truck Operator or Material Handling Laborer to expedite movement of materials between storage and production areas, compare work ticket specifications with material at workstations to verify appropriateness of material in use, prepare worker production records and timecards, and may update and maintain inventory records, using computer terminal. The Material Expediter requires a high school diploma or high school equivalent and 0 years of experience.

21050 MATERIAL HANDLING LABORER
This person will perform physical tasks to transport or store materials or merchandise. Duties involve one or more of the following: manually loading or unloading freight cars, trucks, or other transporting devices; unpacking, shelving, or placing items in proper storage locations; or transporting goods by hand truck, cart, or wheelbarrow. Material Handling Laborer requires a high school diploma or high school equivalent and 0 years of experience.

Excluded from this definition are workers whose primary function involves:

a. Participating directly in the production of goods (e.g., moving items from one production station to another or placing them on or removing them from the production process);
b. Stocking merchandise for sale;
c. Counting or routing merchandise;
d. Operating a crane or heavy-duty motorized vehicle such as forklift or truck;
e. Loading and unloading ships (alongshore workers);
f. Traveling on trucks beyond the establishment's physical location to load or unload merchandise.

21071 ORDER FILLER
The Order Filler fills shipping or transfer orders for finished goods from stored merchandise in accordance with specifications on sales slips, customers' orders, or other instructions. This worker may, in addition to filling orders and indicating items filled or omitted, keep records of outgoing orders, requisition additional stock or report short supplies to supervisor, and perform other related duties. Order Filler requires a high school diploma or high school equivalent and 0 years of experience.

21080 PRODUCTION LINE WORKER (FOOD PROCESSING)
This position refers to an employee employed in a food processing plant whose duties involve several of the following: loading and unloading commodities from rail cars, trucks, or other conveyances, placing merchandise in proper storage location and transporting the merchandise by hand truck, push-pull, or forklift; blends merchandise ingredients into pre-determined quality by heating, mixing, re-heating, etc. The Production Line Worker monitors blending operation to ensure that finished products meets customer's requirements, monitors flow of product into appropriate container; labels container with identifying information supplied by customer, and places containers into appropriate shipping container. Must have knowledge of various types and sizes of shipping containers and special requirements of customers. Production Line Worker requires a high school diploma or high school equivalent and 0 years of experience.

21110 SHIPPING PACKER
Someone in this position prepares finished products for shipment or storage by placing them in shipping containers, the specific operations performed being dependent upon the type, size, and number of units to be packed, the type of container employed, and method of shipment. Work requires the placing of items in shipping containers, and may involve one or more of the following: knowledge of various items of stock in order to verify content, selection of appropriate type and size of container, inserting enclosures in container; using excelsior or other material to prevent breakage or damage, closing and sealing container,

and applying labels or entering identifying data on container. Shipping Packer requires a high school diploma or high school equivalent and 0 years of experience.

Exclude packers who also make wooden boxes or crates.

21130 SHIPPING/RECEIVING CLERK
The Shipping/Receiving Clerk performs clerical and physical tasks in connection with shipping goods of the establishment in which employed and receiving incoming shipments. In performing day-to-day, routine tasks, this worker follows established guidelines. In handling unusual non-routine problems, this worker receives specific guidance from supervisor or other officials. This incumbent may direct and coordinate the activities of other workers engaged in handling goods to be shipped or being received. Shipping duties typically involve the following: verifying that orders are accurately filled by comparing items and quantities of goods gathered for shipment against documents; ensuring that shipments are properly packaged, identified with shipping information, and loaded into transporting vehicles, and preparing and keeping records of goods shipped, e.g., manifests, bills of lading. Receiving duties typically involve the following: verifying the correctness of incoming shipments by comparing items and quantities unloaded against bills of lading, invoices, manifests, storage receipts, or other records, checking for damaged goods, ensuring that goods are appropriately identified for routing to departments within the establishment, and preparing and keeping records of goods received. Shipping/Receiving Clerk requires a high school diploma or high school equivalent and 0 years of experience.

21140 STORE WORKER I
The Store Worker I will perform the following tasks at an establishment whose primary function is that of the resale of merchandise in a retail environment, move merchandise by use of non-motorized equipment that is intended for display and resale purposes, include the cleaning of merchandise on or in display fixtures utilizing various merchandise techniques common to retail trade. Merchandise may be displayed by a predetermined placement system using labels or other identifying marks. This worker will maintain the display sales area by straightening merchandise to give a neat, full, and salable appearance, removing damaged or outdated merchandise, and displaying merchandise in such a manner to maintain freshness and sale dates, may determine display or sale requirements from existing inventory, may be required to keep inventory forms of merchandise stocked and merchandise returned to storage, may be required to affix labels to merchandise indicating sale price, item description, or other information, and may be required to offer customer or patron assistance with the location or selection of merchandise. Store Worker requires a high school diploma or high school equivalent and 0 years of experience.

Note: this class excludes any work performed in a warehouse, see warehousing classifications.

21150 STOCK CLERK (Shelf Stocker; Store Worker II)
The Stock Clerk receives, stores, and issues equipment, materials, supplies, merchandise, foodstuffs, or tools, and compiles stock records of items in stockroom, warehouse or

storage yard. This worker sorts, or weighs incoming articles to verify receipt of items on requisition or invoice, examines stock to verify conformance to specifications, stores articles in bins, on floor or on shelves, according to identifying information, such as style, size or type of material, fills orders or issues supplies from stock, prepares periodic, special or perpetual inventory of stock, and requisitions articles to fill incoming orders. This worker also compiles reports on use of stock handling equipment, adjustments of inventory counts and stock records, spoilage of or damage to stock, location changes, and refusal of shipments, may mark identifying codes, figures, or letters on articles, may distribute stock among production workers, keeping records of material issued, may make adjustments or repairs to articles carried in stock, and may cut stock to site to fill order. Stock Clerk requires a high school diploma or high school equivalent and 0 years of experience.

21210 TOOLS AND PARTS ATTENDANT (Tool Crib Attendant)
This incumbent receives, stores, and issues hand tools, machine tools, dies, replacement parts, shop supplies and equipment, such as measuring devices, in an industrial establishment. The Tools and Parts Attendant does the following keeps records of tools issued to and returned by workers, searches for lost or misplaced tools, prepares periodic inventory or keeps perpetual inventory and requisitions stock as needed, unpacks and stores new equipment; visually inspects tools or measures with micrometer for wear or defects and reports damaged or worn-out equipment to superiors; may coat tools with grease or other preservative, using a brush or spray gun, and may attach identification tags or engrave identifying information on tools and equipment using electric marking tool. Tools and Parts Attendant requires a high school diploma or high school equivalent and 0 years of experience.

21410 WAREHOUSE SPECIALIST (Warehouse Worker)
As directed, the Warehouse Specialist performs a variety of warehousing duties that require an understanding of the establishment's storage plan. Work involves most of the following: verifying materials (or merchandise) against receiving documents, noting and reporting discrepancies and obvious damages, routing materials to prescribed storage locations; storing, stacking, or palletizing materials in accordance with prescribed storage methods, rearranging and taking inventory of stored materials, examining stored materials and reporting deterioration and damage, removing material from storage and preparing it for shipment. This worker may operate hand or power trucks in performing warehousing duties. Warehouse Specialist requires a high school diploma or high school equivalent and 0 years of experience.

Note: Exclude workers whose primary duties involve shipping and receiving work (see Shipping/Receiving Clerk), order filling (see Order Filler), or operating forklifts (see Forklift Operator).

23000 MECHANICS AND MAINTENANCE AND REPAIR OCCUPATIONS

23260 FABRIC WORKER
The Fabric Worker makes, alters, and repairs a variety of fabric articles such as clothing, awnings, tents, gun covers, sleeping bags, parachutes, inflatable shelters, flags, bed linens, and belts. Fabrics include wool, cotton, canvas, nylon, polyester, olefin, metallic fabrics,

leatherette, velour, burlap, felt, vinyl, and fabrics made of rubber yarns or plastic filaments. The Fabric Worker takes measurements and makes patterns and layouts, marks, cuts, fits, and sews or cements parts together, using hand- or power tools and equipment and knowledge of fabrics and construction methods, and may do upholstery work on such items as cushions and vehicle seats. Fabric Worker requires a high school diploma or high school equivalent and 0 years of experience.

23370 GENERAL MAINTENANCE WORKER

The General Maintenance Worker performs general maintenance and repair of equipment and buildings requiring practical skill and knowledge (but not proficiency) in such trades as painting, carpentry, plumbing, masonry, and electrical work. Work involves a variety of the following duties: replacing electrical receptacles, wires, switches, fixtures, and motors, using plaster or compound to patch minor holes and cracks in walls and ceilings, repairing or replacing sinks, water coolers, and toilets painting structures and equipment; repairing or replacing concrete floors, steps, and sidewalks, replacing damaged paneling and floor tiles, hanging doors and installing door locks, replacing broken window panes, and performing general maintenance on equipment and machinery. General Maintenance Worker requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:

a. Craft workers included in a formal apprenticeship or progression program based on training and experience;
b. Skilled craft workers required to demonstrate proficiency in one or more trades;
c. Workers performing simple maintenance duties not requiring practical skill and knowledge of a trade (e.g., changing light bulbs and replacing faucet washers).

23380 GROUND SUPPORT EQUIPMENT MECHANIC

The Ground Support Equipment Mechanic diagnoses malfunctions and repairs Ground Support Equipment (GSE), advises and trains lower grade workers on diagnosis and repair of less complex repair/maintenance problems, inspects and approves completed maintenance actions, solves repair problems by studying drawings, wiring diagrams and schematics, and technical publications; uses automated maintenance data systems to monitor maintenance trends, analyze equipment requirements, maintain equipment records, and document maintenance actions, and analyzes, diagnosis, and repairs GSE using conventional and digital multi-meters, voltmeters, ohmmeters, frequency counters, oscilloscopes, circuit card testers, transistor testers, and hand tools.

This mechanic maintains external fuel and grounding systems, performs scheduled and unscheduled maintenance on GSE, inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, diagnoses mechanical and electronic circuitry malfunctions using visual and auditory senses, test equipment, and technical publications. This work also does the following: disassembles and assembles malfunctioning GSE accessories and components, removes, disassembles repairs, cleans, treats for corrosion, assembles, and reinstalls GSE components and accessories, stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and

federal environmental standards and regulations. This mechanic prepares GSE for storage and mobility deployment; and operates, cleans, inspects, and services GSE towing vehicles. In addition to maintaining vehicle records, this mechanic maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, practices good housekeeping, tool control, Foreign Object Damage prevention, and safety at all times. Ground Support Equipment Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23381 GROUND SUPPORT EQUIPMENT SERVICER
The Ground Support Equipment Servicer inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, prepares Ground Support Equipment (GSE) for storage and transportation, uses automated maintenance data systems to maintain equipment records, and document maintenance actions and maintains external fuel and grounding systems. In addition, this servicer stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and federal environmental standards and regulations, operates, cleans, inspects, and services GSE towing vehicles. This worker maintains vehicle records, maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, and practices good housekeeping, tool control, Foreign Object Damage prevention and safety at all times. This position requires a high school diploma or high school equivalent and 0 years of experience.

23382 GROUND SUPPORT EQUIPMENT WORKER
The Ground Support Equipment Worker makes repairs to Ground Support Equipment (GSE) following orders of a higher-grade worker, troubleshooting malfunctions of GSE using conventional and digital multi-meters, voltmeters, ohmmeters, frequency counters, oscilloscopes, circuit card testers, transistor testers, and hand tools, prepares GSE for storage and transportation, uses automated maintenance data systems to maintain equipment records, and document maintenance actions, maintains external fuel and grounding systems. This worker performs scheduled and unscheduled maintenance on GSE, inspects, tests, and operates GSE to determine equipment serviceability and proper operation, services equipment with fuel, oil, water, coolant, hydraulic fluid, refrigerant, and compressed air, disassembles and assembles malfunctioning GSE accessories and components.

In addition, the Ground Support Equipment Worker removes, disassembles repairs, cleans, treats for corrosion, assembles, and reinstalls GSE components and accessories, stencils and marks GSE in accordance with technical publications, stores, handles, labels, uses, and disposes of hazardous materials and waste in accordance with all state, local, and federal environmental standards and regulations, operates, cleans, inspects, and services GSE towing vehicles; maintains vehicle records, maintains and updates paper and electronic equipment records, provides dispatch service for GSE, including positioning equipment to support aircraft maintenance and flying operations, and practices good housekeeping, tool control, Foreign Object Damage prevention, and safety at all times.

Ground Support Equipment Worker requires a high school diploma or high school equivalent and 0 years of experience.

23410 HEATING, VENTILATION, AND AIR-CONDITIONING MECHANIC
The Heating, Ventilation, and Air-Conditioning Mechanic installs, services and repairs environmental-control systems in residences, department stores, office buildings, and other commercial establishments, utilizing knowledge of refrigeration theory, pipefitting and structural layout, mounts compressor and condenser units on platform or floor, using hand tools, following blueprints or engineering specifications, fabricates, assembles and installs ductwork and chassis parts, using portable metalworking tools and welding equipment, and installs evaporator unit in chassis or in air-duct system, using hand tools. This mechanic also cuts and bends tubing to correct length and shape, using cutting and bending equipment and tools, cuts and threads pipe, using machine-threading or hand-threading equipment, joins tubing or pipes to various refrigerating units by means of sleeves, couplings or unions, and solders joints, using torch, forming complete circuit for refrigerant, installs expansion and discharge valves in circuit.

This worker connects motors, compressors, temperature controls, humidity controls, and circulating ventilation fans to control panels and connects control panels to power source; installs air and water filters in completed installation, injects small amount of refrigerant into compressor to test systems and adds Freon gas to build up prescribed operating pressure. This mechanic observes pressure and vacuum gauges and adjusts controls to ensure proper operation, tests joints and connections for gas leaks, using gauges or soap-and-water solution, wraps pipes in insulation batting and secures them in place with cement or wire bands, replaces defective breaker controls, thermostats, switches, fuses and electrical wiring to repair installed units, may install, repair and service air conditioners, ranging from fifteen to twenty tons cooling capacity in warehouses and small factory buildings. The HVAC Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23460 INSTRUMENT MECHANIC
The Instrument Mechanic installs, repairs, maintains, and adjusts indicating, recording, telemetering, and controlling instruments used to measure and control variables, such as pressure, flow, temperature, motion, force, and chemical composition, using hand tools and precision instruments. This worker disassembles malfunctioning instruments, examines and tests mechanism and circuitry for defects; troubleshoots equipment in or out of control system and replaces or repairs defective parts, reassembles instrument and tests assembly for conformance with specifications, using instruments, such as potentiometer, resistance bridge, manometer, and pressure gauge; inspects instruments periodically, and makes minor calibration adjustments to ensure functioning within specified standards. This mechanic may adjust and repair final control mechanisms, such as automatically controlled valves or positioners, and may calibrate instruments according to established standards. Instrument Mechanic requires a high school diploma or high school equivalent and 0 years of experience.

23470 LABORER
The Laborer performs tasks that require mainly physical abilities and effort involving little or no specialized skill or prior work experience. The following tasks are typical of this occupation: The Laborer loads and unloads trucks, and other conveyances, moves supplies and materials to proper location by wheelbarrow or hand truck; stacks materials for storage or binning, collects refuse and salvageable materials, and digs, fills, and tamps earth excavations, The Laborer levels ground using pick, shovel, tamper and rake, shovels concrete and snow; cleans culverts and ditches, cuts tree and brush; operates power lawnmowers, moves and arranges heavy pieces of office and household furniture, equipment, and appliance, moves heavy pieces of automotive, medical engineering, and other types of machinery and equipment, spreads sand and salt on icy roads and walkways, and picks up leaves and trash. Laborer requires a high school diploma or high school equivalent and 0 years of experience.

23510 LOCKSMITH
The Locksmith installs, repairs, modifies, and opens a variety of locking mechanisms found on doors, desks, compartments, mobile equipment, safes, and vaults. This worker examines locking mechanism and installs new unit or disassembles unit and replaces worn tumblers, springs, and other parts or repairs them by filing, drilling, chiseling and grinding, opens door locks by moving lock pick in cylinder or opens safe locks by listening to lock sounds or drilling. This worker makes new or duplicate keys, using key cutting machine, changes combination by inserting new or repaired tumblers into lock, and establishes keying systems for buildings. Locksmith requires a high school diploma or high school equivalent and 0 years of experience.

27007 BAGGAGE INSPECTOR
The Baggage Inspector inspects/screens all passenger baggage and personnel prior to tenting passenger terminal, uses x-ray machine, metal detectors and explosive residue detection equipment, and inspects personnel and/or baggage manually, if required. This inspector is responsible for ensuring that passengers and personnel entering the terminal do not possess unauthorized material such as weapons, explosives, etc. This person communicates with law enforcement personnel if unauthorized material is discovered, or in case of emergency. This worker conducts facility observations to ensure the safety of personnel inside and outside the facility by walking through the building ensuring that there are no obvious treats, unusual situations or suspicious activities, and notifies the proper authorities if such situations occur. The Baggage Inspector may perform routine testing and maintenance of screening equipment. Baggage Inspector requires a high school diploma or high school equivalent and 0 years of experience.

27008 CORRECTIONS OFFICER
The Corrections Officer maintains order among inmates in a prison or local jail, performs routine duties in accordance with established policies, regulations, and procedures to guard and supervise inmates in cells, at meals, during recreation, and on work assignments, and may employ weapons or force to maintain discipline and order. Typical duties include: taking periodic inmate counts, searching inmates and cells for contraband articles, inspecting locks, windows bars, grills, doors, and grates for tampering, aiding in prevention of escapes and taking part in searches for escaped inmates, and escorting inmates to and

from different areas for questioning, medical treatment, work and meals. The Corrections Officer may act as outside wall guard, usually on rotation. Corrections Officer requires a high school diploma or high school equivalent and 0 years of experience.

Excluded are:

a. Workers receiving on-the-job training in basic correctional activities.
b. Positions responsible for providing counseling or rehabilitation services to inmates.

27010 COURT SECURITY OFFICER

This incumbent patrols courthouse to provide security, escorts defendants to and from courtroom, and stands guard during court proceedings, checks courtroom for security. Assignments include not only the monitoring of entrances to the court, but also attention to the special needs of the court system, particularly in the area of personal protection for the judges, jurors, witnesses, attorneys and other persons involved with the court, including the general public. Duties require specialized training in methods and techniques of protecting security areas. This incumbent is required to demonstrate continuing physical fitness and proficiency with firearms or other special weapons. Court Security Officer requires a high school diploma or high school equivalent and 0 years of experience.

27040 DETENTION OFFICER

The Detention Officer performs various duties related to detention, safeguarding, security and escort of violators of immigration laws, exercises surveillance over detainees, and maintains order and discipline, attends to sheltering, feeding, and physical well-being of detainees, and counseling of alien detainees on personal matters. This worker guards detainees at deportation or exclusion hearings, recognizes potentially hazardous health, safety, security, or discipline problems, supervises voluntary work details, and encourages participation in organized recreational activities. Detention Officer requires a high school diploma or high school equivalent and 0 years of experience.

27100 GUARD (Occupational Base)

This guard protects property from theft or damage, or persons from hazards or interference. Duties involve serving at a fixed post, making rounds on foot or by motor vehicle, or escorting persons or property. This worker may be deputized to make arrests, and may help visitors and customers by answering questions and giving directions. This person may be required to demonstrate proficiency in the use of firearms and other special weapons and continuing physical fitness.

For wage study purposes, Guards are classified as follows:

27101 GUARD I

This guard carries out detailed instructions and procedures primarily oriented to ensure that emergencies and security violations are readily discovered, and reported to appropriate authority. The primary duty is to observe and report security and emergency situations. This guard intervenes directly only in situations which require minimal action to safeguard property or persons. Duties require minimal training and physical fitness standards. Guard I requires a high school diploma or high school equivalent and 0 years of experience.

27102 GUARD II
The Guard II enforces regulations and procedures designed to prevent breaches of security, exercises judgment and uses discretion in responding to incidents and emergencies, determining whether to intervene directly, ask for assistance as time permits, keep situation under control or surveillance, or to report incident or situation to the appropriate authority for handling. Duties require specialized training in methods and techniques of protecting controlled areas. Commonly, the Guard II is required to demonstrate proficiency with firearms and other special weapons, and to meet rigorous physical fitness standards. Guard II requires a high school diploma or high school equivalent plus one year of relevant experience.

30000 TECHNICAL OCCUPATIONS

31043 DRIVER/COURIER
The Driver/Courier drives automobile or light truck to deliver messages, documents, packages and mail to various business concerns or governmental agencies, may occasionally transport office personnel and visitors, perform miscellaneous errands, such as carrying mail to and from the post office and sorting or opening incoming and outgoing mail. The Driver Courier may obtain receipts for articles delivered and keep a log of items received and delivered, and deliver items to offices and departments within an establishment. Driver/Courier requires a high school diploma or high school equivalent and 0 years of experience.

07000 FOOD PREPARATION AND SERVICE OCCUPATIONS

07010 BAKER
The Baker applies full knowledge of baking trade and is responsible for producing standard baked goods such as bread, rolls, cakes, cookies, biscuits, muffins, and various types of puddings, and ice cream or sherbets. Baker requires a high school diploma or high school equivalent and 0 years of experience.

07040 COOK (Occupational Base)
The Cook prepares food, using various cooking methods, i.e., boiling, roasting, baking, broiling, to make suitable for eating.

07041 COOK I
The Cook I independently performs moderately difficult tasks in preparing small quantities of quickly prepared food such as steaks, chops, cutlets, hamburgers, eggs, salads and other similar items. Excludes workers who exercise general supervision over kitchen activities. Cook I requires a high school diploma or high school equivalent and 0 years of experience.

07042 COOK II
The Cook II prepares in large quantities, by various methods of cooking, meat, poultry, fish, vegetables, seasons and cooks all cuts of various meats, fish and poultry, boils, steams or fries vegetables, makes gravies, soups, sauces, roasts, meat pies, fricassees, casseroles, and stews. Excludes food service supervisors and head cooks who exercise general supervision over kitchen activities. Cook II requires a high school diploma or high school

equivalent plus one year of experience.

07070 DISHWASHER
The Dishwasher manually or mechanically washes and rinses dishes, glasses and silverware; maintains proper temperature for sterilization and adds soap as needed, and performs other dutiesas assigned. Dishwasher requires a high school diploma or high school equivalent and 0 years of experience.

07130 FOOD SERVICE WORKER (Cafeteria Worker)
The Food Service Worker (Cafeteria Worker) serves as a cafeteria and/or delicatessen/bakeryworker helping in the preparation, presentation and serving of specialty meats, delicacies, preserved foods, cheeses, salads, breads and sweets to patrons. The incumbent assists in weighing, pricing and wrapping selected foods on plates, trays and in bags, prepares food displays in counter cases and other display units, greets customers as they arrive at service counter, takes special orders, and answers basic customer questions about specialty foods.

Using prepared ingredients and following routine, repetitive steps, this Worker makes hot and/or cold sandwiches, fruit and vegetable trays, salads and rotisserie chicken, may slice and/or mix simple ingredients, as needed, cleans counters and trays, washes dishes and maintains cleanliness of preparation, work and display areas, inspects and cleans equipment. This Worker may assist in any or all of the following: measuring and mixing ingredients as directed, assists in preparing, cooking and decorating breads, rolls, pastries, cakes and other bakery items, receives, unloads trucks, and stores stock, takes special orders or unusual food requests from customers, takes payment and makes change for customers. Food Service Worker requires a high school diploma or high school equivalent and 0 years of experience.

07260 WAITER/WAITRESS
The Waiter/Waitress serves food and beverages to patrons at counters and tables in coffee shops, lunchrooms, and other dining establishments. This worker presents menus to customers, answers questions, and makes suggestions regarding food and service. Duties include: memorizing or writing order on check, relaying order to kitchen and serving course from kitchen and service bars. The Waiter/Waitress observes guests to fulfill any additional requests and to perceive when meal has been completed, totals bill and accepts payment or refers patron to Cashier. The Waiter/Waitress may ladle soup, toss salads, portion pies and desserts, brew coffee, perform other services as determined by establishment's size and practices, and may clear and reset counters or tables at conclusion of each course or meal. Waiter/Waitress requires a high school diploma or high school equivalent and 0 years of experience.

13000 INFORMATION AND ARTS OCCUPATIONS

13010 EXHIBITS SPECIALIST (Occupational Base)
The Exhibits Specialist constructs and installs exhibit structures, electric wiring, and fixtures of materials, such as wood, plywood, and fiberglass, using hand tools and power tools. This

Specialist studies sketches or scale drawings for temporary or permanent display or exhibit structures to determine type, amount, and cost of material needed. The Specialist confers with exhibit planning and art personnel to discuss structural feasibility of plans and to suggest alternate methods of displaying objects in exhibit; cuts, assembles, and fastens parts to construct framework, panels, shelves, and other exhibit components of specified materials, using hand tools and power tools. The Exhibits Specialist sprays or brushes paint, enamel, varnish, or other finish on structures, or creates special effects by applying finish with cloth, sponge, or fingers to prepare structure for addition of fittings.

This Specialist would mount fittings and fixtures, such as shelves, panel boards, and shadow boxes to framework, using hand tools or adhesives; install electrical wiring, fixtures, apparatus, audiovisual components, or control equipment in framework, according to design specifications, install or affix murals, photographs, graphs, mounted legend materials, and graphics in framework or on fixtures assembles. Typically, the Exhibits Specialist duties also include the following: installing or arranging structures in exhibit galleries working with maintenance and installation personnel, tests electrical, electronic, and mechanical components of exhibit structure to verify operation, may maintain inventory of building materials, tools, and equipment, and order supplies as needed for construction of exhibit fixtures; assigning duties to, and supervising work of carpentry, electrical, and other craft workers engaged in constructing and installing exhibit components.

13011 EXHIBITS SPECIALIST I
At this level, the Exhibits Specialist brings to the job manual dexterity, mechanical skill, and/or artistic skill, plus aptitude for learning exhibits techniques. They perform duties related to the fabrication, finishing and repair of exhibits while acquiring training in museum or exhibits techniques. Exhibits Specialist I requires a high school diploma or high school equivalent and 0 years of experience.

13012 EXHIBITS SPECIALIST II
At this level, the Exhibits Specialist performs independently of the phases of work in which they are proficient and receive training in the more complex processes. Duties relate to the fabrication, finishing and maintenance of exhibits that require a high degree of manual dexterity and moderate but varied artistic skills. Generally, they work from accurate scale drawings, blueprints or sketches with instructions as to the materials to be used and the colors to be matched. On the phases of the work with which they are thoroughly familiar, and within the framework of accepted and proven methods and techniques, there is considerable latitude of choice in execution. The supervisor checks their work at the completion of each phase on work that involves several processes or stages of development. Exhibits Specialist II requires a high school diploma or high school equivalent plus one year of relevant experience.

13013 EXHIBITS SPECIALIST III
At this level, the Exhibits Specialist is responsible for the construction of portions of more complex exhibits, such as models, three-dimensional training aids, or complex exhibit cases and other exhibit furniture. Complexity of work may be indicated by: (a) subject matter which requires extensive study and search of the literature; (b) the need to demonstrate the significance of an event or development; (c) the need to present the development or

evaluation of an event; and (d) subject matter involving several disciplines. Another area of work at this level includes the planning of detailed work processes and actual restoration work on historic structures or valuable items, or the construction of replicas or models requiring greater skill than is required for the work at the Exhibits Specialist II level. At level III, Exhibits Specialists are comparatively free to use judgment in selecting work methods and materials, and developing techniques and color schemes. Exhibits Specialist III requires a high school diploma or high school equivalent plus two years of relevant experience.

13058 LIBRARY TECHNICIAN
The Library Technician provides information service such as answering questions regarding card catalogs and assists in the use of bibliographic tools, such as Library of Congress catalog. The incumbent performs routine cataloging of library materials, files cards in catalog drawers according to system used, answers routine inquiries, and refers persons requiring professional assistance to Librarian. This Technician verifies bibliographic information on order requests, works or directs workers in maintenance of stacks or in section of department or division with tasks such as ordering or receiving section of acquisitions department, card preparation activities in catalog department, or limited loan or reserve desk operation of circulation department. Library Technician requires a high school diploma or high school equivalent and 0 years of experience.

13060 MEDIA SPECIALIST (Occupational Base)
The Media Specialist maintains functionality (expiration dates, incorrect labeling, etc.) for a variety of media sources, e.g., tapes, cassettes, microfiche, film, and compact disks/DVDs, in addition to introduction of new media technology. Troubleshoots and resolves media errors and data processing problems; lower-level media specialists focus on preplanned procedures when troubleshooting, while higher level media specialist may deviate from standard operatingprocedures.

13061 MEDIA SPECIALIST I
The Media Specialist I maintains library of media (tapes, cassettes and microfiche), which presents few difficult data processing problems (e.g. damaged media or misplaced media). In response todata processing problems, this person applies data processing or corrective procedures, refers problems which do not have preplanned procedures, and works under general supervision of the higher-level Media Specialists. Media Specialist I requires a high school diploma or high school equivalent and 0 years of experience.

13062 MEDIA SPECIALIST II
This Specialist maintains a range of media (tapes, cassettes and microfiche). In addition to maintaining the media library and resolving common data processing problems, the incumbent diagnoses and acts on media errors not fully covered by existing procedures and guidelines (e.g., tape, disposition or making mechanical adjustments to maintain or restore media equipment). In response to media error reports, this Worker may deviate from standard procedures if standard procedures do not provide a solution and refers still-unresolved problems to Media Specialist III. Media Specialist II requires a high school diploma or high school equivalent plus one year of relevant experience.

13063 MEDIA SPECIALIST III
The Media Specialist III adapts to a variety of nonstandard problems that require extensive specialist assistance (e.g., expiration date on media, media internally labeled incorrectly or frequent introduction of new media technology). In response to media error conditions, this Worker chooses or devises a course of action from among processing tanks and dryer, around polished drum, and onto take-up reel. The specialist turns valves to fill tanks with premixed solutions such as developer, dyes, stop-baths, fixers, bleaches, and washes, moves thermostatic control to keep steam-heated drum at specified temperature, and splices sensitized paper to leaders using tape. The specialist then starts machine and throws switches to synchronize drive speeds of processing and drying units, compares processed prints with color standard, reports variations to control department, adds specified amount of chemicals to renew solutions, and maintains production records. Media Specialist III requires a high school diploma or high school equivalent plus two years of relevant experience.

13070 PHOTOGRAPHER (Occupational Base)
The Photographer takes pictures requiring knowledge of photographic techniques, equipment, and processes. Typically, some familiarity with the organization's activities (i.e., scientific, engineering, industrial, technical, retail, commercial, etc.) and some artistic ability are needed at higher levels. Depending on the objectives of the assignment, photographers use standard equipment (including simple still, graphic, and motion picture cameras, video and television hand cameras, and similar commonly used equipment) and/or use special-purpose equipment (including specialized still and graphic cameras, motion picture production, television studio, and high-speed cameras and equipment). At the higher levels, a complex accessory system of equipment may be used, as needed, with sound or lighting systems, generators, timing or measurement control mechanisms, or improvised stages or environments, etc. Work of photographers at all levels is reviewed for quality and acceptability. The Photographer may also develop, process, and edit film or tape, serve as a lead photographer to lower-level workers, or may perform work described at lower levels as needed.

Positions are matched to the appropriate level based on the difficulty of, and responsibility for the photography performed, including the subject-matter knowledge and artistry required to fulfill the assignment. While the equipment may be an indication of the level of difficulty, photographers at the higher level may use standard equipment, as needed.

13071 PHOTOGRAPHER I
The Photographer I takes routine pictures in situations where several shots can be taken. This Photographer uses standard still cameras for pictures lacking complications, such as speed, motion, color contrast, or lighting. Photographs are taken for identification, employee publications, information, or publicity purposes. Workers must be able to focus, center, and provide simple flash- type lighting for an uncomplicated photograph. Typical subjects are employees who are photographed for identification, award ceremonies, interviews, banquets or meetings; or external views of machinery, supplies, equipment, building, damaged shipments, or other subjects photographed to record conditions. Assignments

usually are performed without direct guidance due to the clear and simple nature of the desired photograph. Photographer I requires a high school diploma or high school equivalent and 0 years of experience.

13072 PHOTOGRAPHER II
This Photographer uses standard still cameras, commonly available lighting equipment and related techniques to take photographs, which involve limited problems of speed, motion, color contrast, or lighting. Typically, the subjects photographed are similar to those at Level I, but the technical aspects require more skill. Based on clear-cut objectives, this Worker determines shutter speeds, lens settings and filters, camera angles, exposure times, and type of film. This position requires familiarity with the situation gained from similar past experience to arrange for specific emphasis, balanced lighting, and correction for distortion, etc., as needed. The Photographer II may use 16mm or 35mm motion picture cameras for simple shots such as moving equipment or individuals at work or meetings, where available or simple artificial lighting is used. Ordinarily, there is opportunity for repeated shots or for retakes if the original exposure is unsatisfactory. This Photographer consults with supervisor or photographers that are more experienced when problems are anticipated. Photographer II requires a high school diploma or high school equivalent plus one year of relevant experience.

13073 PHOTOGRAPHER III
The Photographer III selects from a range of standard photographic equipment for assignments demanding exact renditions, normally without opportunity for later retakes, when there are specific problems or uncertainties concerning lighting, exposure time, color, artistry, etc. Job tasks require this worker to discuss technical requirements with operating officials or supervisor and customize treatment for each situation according to a detailed request, vary camera processes and techniques, and use the setting and background to produce esthetics, as well as accurate and informativepictures. Typically, standard equipment is used at this level, although "specialized" photography can be performed using some special-purpose equipment under closer supervision.

In typical assignments, the Photographer III photographs the following: (1) drawings, charts, maps, textiles, etc., requiring accurate computation of reduction ratios and exposure times and precise equipment adjustments; (2) tissue specimens in fine detail and exact color when color and condition of the tissue may deteriorate rapidly; (3) medical or surgical procedures or conditions which normally cannot be recaptured; (4) machine or motor parts to show wear or corrosion in minute wires or gears; (5) specialized real estate, goods and products for catalogs or listings when salability is enhanced by the photography; (6) work, construction sites, or patrons in prescribed detail to substantiate legal claims, contracts, etc.; (7) artistic or technical design layouts requiring precise equipment settings; and (8) fixed objects on the ground or air-to-air objects which must be captured quickly and require directing the pilot to get the correct angle of approach. This person works independently; solves most problems through consultations with more experienced photographers, if available, or through reference sources. Photographer III requires a high school diploma or high school equivalent plus two years of relevant experience.

13074 PHOTOGRAPHER IV

The Photographer IV uses special-purpose cameras and related equipment for assignments in which the photographer usually makes all the technical decisions, although the objective of the pictures is determined by operating officials. This Worker conceives and plans the technical photographic effects desired by operating officials and discusses modifications and improvements to their original ideas in light of the potential and limits of the equipment, improvises photographic methods and techniques or selects and alters secondary photographic features (e.g., scenes, backgrounds, colors, lighting). Many assignments afford only one opportunity to photograph the subject. Typical examples of equipment used at this level include ultra-high speed, motion picture production, studio television, animation cameras, specialized still and graphic cameras, electronic timing and triggering devices, etc.

Some assignments are characterized by extremes in light values and the use of complicated equipment. This photographer sets up precise photographic measurement and control equipment; uses high speed color photography, synchronized stroboscopic (interval) light sources, and/or timed electronic triggering; operates equipment from a remote point; or arranges and uses cameras operating at several thousand frames per second. In other assignments, selects and sets up motion picture or television cameras and accessories and shoots a part of a production or a sequence of scenes, or takes special scenes to be used for background or special effects in the production. This person works under guidelines and requirements of the subject-matter area to be photographed and consults with supervisors only when dealing with highly unusual problems or altering existing equipment. Photographer IV requires a high school diploma or high school equivalent plus three years of relevant experience.

13075 PHOTOGRAPHER V

As a top technical expert, the Photographer V exercises imagination and creative ability in response to photography situations requiring novel and unprecedented treatment. This worker typically performs one or more of the following assignments: (1) develops and adapts photographicequipment or processes to meet new and unprecedented situations, e.g. works with engineers and physicists to develop and modify equipment for use in extreme conditions such as excessive heat or cold, radiation, high altitude, under water, wind and pressure tunnels, or explosions; (2) plans and organizes the overall technical photographic coverage for a variety of events and developments in phases of a scientific, industrial, medical, or research project; or (3) creates desired illusions or emotional effects by developing trick or special effects photography for novel situations requiring a high degree of ingenuity and imaginative camera work to heighten, simulate, or alter reality.

The Photographer V Independently develops, plans, and organizes the overall technical photographic aspects of assignments in collaboration with operating officials who are responsible for project substance. This worker uses imagination and creative ability to implement objectives within the capabilities and limitations of cameras and equipment, may exercise limited control over the substance of events to be photographed by staging actions, suggesting behavior of the principals, and rehearsing activities before photographs are taken. Photographer V requires a high school diploma or high school equivalent plus four year of relevant experience.

13110 VIDEO TELECONFERENCE TECHNICIAN
The Video Teleconference Technician operates video teleconferencing equipment including powering up teleconferencing equipment, checking equipment for proper operation, setting audio levels, positioning camera functions, performing secure or non-secure setup; operate or assist in operating session control panel, studio control unit, and high-resolution graphics. Job tasks require this technician to provide assistance to users in conducting video teleconference sessions, which may include conference preparation, and monitor VTC equipment and system performance, reporting equipment and network problems to appropriate parties for maintenance or repair. The Video Teleconference Technician's responsibilities may include operation of briefing computers, projectors or other audiovisual equipment in conjunction with video teleconferencing services; may include scheduling video teleconferencing sessions, training personnel in operation of video teleconferencing equipment, and other audiovisual equipment associated with video teleconferencing services. Video Teleconference Technician requires a high school diploma or high school equivalent and 0 years of experience.

99000 MISCELLANEOUS OCCUPATIONS

99030 CASHIER
The Cashier receives cash from customers or employees in payment for goods or services and records amounts received, computes or re-computes bills, itemized lists, and tickets showing amount due using adding machine or cash register, makes change, cashes checks and issues receipts or tickets to customers; records amounts received, prepares reports of transactions, reads and records totals shown on cash register tape and verifies against cash on hand. The Cashier may make credit card transactions and may be required to know the value and features of items for which money is received. This worker may give cash refunds or issue credit memorandums to customers for returned merchandise, operate ticket-dispensing machines, sell candy, cigarettes, gum and gift certificates, and issue trading stamps. This person is usually employed in restaurants, cafeterias, theaters, retail stores, and other establishments. Cashier requires a high school diploma or high school equivalent and 0 years of experience.

99050 DESK CLERK
The Desk Clerk performs any combination of the following duties for guests of hotel, motel, or other lodging facility: registers and assigns rooms to guests, issues and receives room keys, date-stamps, sorts, and racks incoming mail and messages; receives and transmits messages using equipment such as telephone switchboard, console, telegraph, and teletype, answers inquiries pertaining to establishment services, shopping, dining, entertainment, and travel directions, keeps records of room availability and guests' accounts, computes bills, collects payments, and makes changes for guests.
The Desk Clerk makes and confirms room reservations, may post charges such as room, food, liquor, or telephone to casebooks by hand or machine, make restaurant, transportation, or entertainment reservations, and arrange for tours, may deposit guests' valuables in safe or safe-deposit box, and may sell tobacco, candy, and newspapers. Desk Clerk requires a high school diploma or high school equivalent and 0 years of experience.

99810 SALES CLERK
The Sales Clerk sells a variety of inexpensive merchandise usually in a retail trade establishment, for which knowledge of the items sold is not a primary requirement. This incumbent performs the following tasks: stocks shelves, counters, or tables with merchandise, sets up advertising displays or arranges merchandise on counters or tables to promote sales, stamps, marks, or tags price on merchandise; obtains merchandise requested by customer or receives merchandise selected by customer; totals price and tax on merchandise selected by customer using paper and pencil, cash register, or adding machine to determine bill. This worker receives payment and makes change, occasionally calculates sales discount in determining sales slip, wraps or bags merchandise for customers, cleans shelves, counter, or tables, as necessary; may keep record of sales, prepare inventory of stock, or order merchandise; and may be designated according to product sold or type of store. Sales Clerk requires a high school diploma or high school equivalent and 0 years of experience.

TECHNICAL, SCIENTIFIC, LEGAL, MEDICAL, PROTECTIVE, and PROFESSIONAL OCCUPATIONS

30060 DRAFTER/CAD OPERATOR (Occupational Base)
The Draft/CAD Operator performs drafting work manually or using a computer, requiring knowledge and skill in drafting methods, procedures, and techniques, prepares drawings of structures, facilities, land profiles, water systems, mechanical and electrical equipment, pipelines, duck systems, and similar equipment, systems, and assemblies. Drawings are used to communicate engineering ideas, design, and information. This operator uses recognized systems of symbols, legends, shadings, and lines having specific meanings in drawings.

Excluded are:
a. Designers using technical knowledge and judgment to conceive, plan, or modify designs;
b. Illustrators or graphic artists using artistic ability to prepare illustrations;
c. Office drafters preparing charts, diagrams, and room arrangements to depict statistical and administrative data;
d. Cartographers preparing maps and charts primarily using a technical knowledge of cartography;
e. Positions below level I; workers in these trainee positions either trace or copy finished drawings under close supervision or, receive instruction in the elementary methods and techniques of drafting; and
f. Supervisors.

Positions are classified into levels based on the following definitions.

30061 DRAFTER/CAD OPERATOR I
This operator prepares drawings or computer models of simple, easily visualized structures, systems, parts or equipment from sketches or marked-up prints, selects appropriate

templates/computer programs or uses a compass and other equipment needed to complete assignments. Drawings and models fit familiar patterns and present few technical problems. Supervisor provides detailed instructions on new assignments, gives guidance when questions arise, and reviews completed work for accuracy. Typical assignments include:

a. Revisions to the original drawings of a plumbing system by increasing pipe diameters.
b. Drawing from sketches, the building floor plans, determining size, spacing and arrangement of freehand lettering according to scale.
c. Drawing simple land profiles from predetermined structural dimensions and reduced survey notes.
d. Tracing river basin maps and enters symbols to denote stream sampling locations, municipal and industrial waste discharges, and water supplies.
e. Preparing a computer model of a room, building, structure from data, prints, and/or photos

Draft/CAD Operator I requires a high school diploma or high school equivalent and 0 years of experience.

30062 DRAFTER/CAD OPERATOR II

This operator prepares various drawings computer models of such units as construction projects or parts and assemblies, including various views, sectional profiles, irregular or reverse curves, hidden lines, and small or intricate details. Work requires use of most of the conventional drafting and CAD techniques and a working knowledge of the terms and procedures of the occupation. The Draft/CAD Operator II makes arithmetic computations using standard formulas. Familiar or recurring work is assigned in general terms. Unfamiliar assignments include information on methods, procedures, sources of information, and precedents to follow. Simple revisions to existing drawings or computer models may be assigned with a verbal explanation of the desired results. More complex revisions are produced from sketches, computer models or specifications that clearly depict the desired product. Typical assignments include:

a. Preparing several views of a simple gear system from a layout and manual references and obtaining dimensions and tolerances from manuals and by measuring the layout.
b. Preparing and revising detail and design drawings for such projects as the construction and installation of electrical or electronic equipment, plant wiring, and the manufacture and assembly of printed circuit boards. Drawings typically include details of mountings, frames, guards, or other accessories; conduit layouts; or wiring diagrams indicating transformer sizes, conduit locations and mountings.
c. Drawing base and elevation views, sections, and details of new bridges or other structures, revising complete sets of roadway drawings for highway construction projects, or preparing block maps, indicating water and sewage line locations.

Drafter/CAD Operator II requires a high school diploma or high school equivalent plus one year of relevant experience.

30063 DRAFTER/CAD OPERATOR III

This operator prepares complete sets of complex drawings or computer models that include multiple views, detail drawings, and assembly drawings. Drawings or models include complex design features that require considerable drafting skill to visualize and portray. Assignments regularly require the use of mathematical formulas to draw land contours or to compute weights, center of gravity, load capacities, dimensions, quantities of material, etc. The Draft/CAD Operator works from sketches, computer models, and verbal information supplied by an engineer, architect, or designer to determine the most appropriate views, detail drawings, and supplementary information needed to complete assignments. This operator selects required information from computer programs, and internet sites, precedents, manufacturers' catalogs, and technical guides. This operator independently resolves most of the problems encountered. Supervisor or design originator may suggest methods of approach or provide advice on unusually difficult problems. Typical assignments include:

a. Prepares complete sets of drawings of test equipment to be manufactured from layouts, models, or sketches. Several cross-sectional and subassembly drawings are required. From information supplied by the design originator and from technical handbooks and manuals, this operator describes dimensions, tolerances, fits, fabrication techniques, and standard parts to use in manufacturing the equipment.
b. From electronic schematics, information as to maximum size, and manuals giving dimensions of standard parts, determines the arrangement and prepares drawing of printed circuit boards.
c. From precedents, drafting standards, and established practices, prepares final construction drawings for floodgates, navigation locks, dams, bridges, culverts, levees, channel excavations, dikes and berms, prepares boring profiles, typical cross-sections, and land profiles; and delineates related topographical details as required.
d. Prepares final drawings for street paving and widening or for water and sewer lines having complex trunk lines; reduces field notes and calculates true grades. From engineering designs, lays out plan, profile and detail appurtenances required; and notifies supervisor of conflicting details in design.
e. Excludes drafter performing work of similar difficulty to that described at this level but who provides support for a variety of organizations that have widely differing functions or requirements.

Drafter/CAD Operator III requires a high school diploma or high school equivalent plus two years of relevant experience.

30064 DRAFTER/CAD OPERATOR IV

This operator works closely with design originators, preparing drawings or computer models of unusual, complex, or original designs that require a high degree of precision, performs unusually difficult assignments requiring considerable initiative, resourcefulness, and drafting expertise. This incumbent assures that anticipated problems in manufacture, assembly, installation, and operation are resolved by the drawing produced, exercises independent judgment in selecting and interpreting data based on knowledge of the design intent. Although working primarily as a drafter, this worker may occasionally interpret general designs prepared by others to complete minor details, may provide advice and guidance to lower-level drafters or serve as coordinator and planner for large and complex

drafting projects. Drafter/CAD Operator IV requires a high school diploma or high school equivalent plus three years of relevant experience.

30080 ENGINEERING TECHNICIAN (Occupational Base)
To be covered by these definitions, employees must meet all of the following criteria: Be able to provide semi-professional technical support for engineers working in such areas as research, design, development, testing, or manufacturing process improvement. Work pertains to electrical, electronic, or mechanical components or equipment. These technicians are required to have some practical knowledge of science or engineering. Some positions may require a practical knowledge of mathematics or computer science. Included are workers who prepare design drawings and assist with the design, evaluation, and/or modification of machinery and equipment.

Excluded are:

a. Production and maintenance workers, including workers engaged in calibrating, repairing, or maintaining electronic equipment (see Maintenance Electronics Technicians);
b. Model Makers and other craft workers.
c. Quality Control Technicians and Testers.
d. Chemical and other non-engineering laboratory technicians.
e. Civil Engineering Technicians and Drafters.
f. Positions (below Level I) which are limited to simple tasks such as: measuring items or regular shapes with a caliper and computing cross- sectional areas; identifying, weighing, and marking easy-to-identify items; or recording simple instrument readings at specified intervals; and engineers required to apply a professional knowledge of engineering theory and principles.

30081 ENGINEERING TECHNICIAN I
This technician performs simple routine tasks under close supervision or from detailed procedures. Work is checked in progress or on completion. This person performs one or a combination of such typical duties as:

a. Assembling or installing equipment or parts requiring simple wiring, soldering, or connecting.
b. Performing simple or routine tasks or tests such as tensile or hardness tests; operating and adjusting simple test equipment; records test data.
c. Gathering and maintaining specified records of engineering data such as tests, drawings, etc.; performing computations by substituting numbers in specified formulas; plotting data and drawing simple curves and graphs.

Engineering Technician I requires a high school diploma or high school equivalent and 0 years of experience.

30082 ENGINEERING TECHNICIAN II
The Engineering Technician II performs standardized or prescribed assignments involving a sequence of related operations, follows standard work methods on recurring assignments but receives explicit instructions on unfamiliar assignments. Technical adequacy of routine

work is reviewed on completion; non-routine work may be reviewed in progress. This technician performs at this level, one or a combination of such typical duties as:

a. Following specific instructions, assembles or constructs simple or standard equipment or parts, servicing or repairing simple instruments or equipment.
b. Conducting a variety of tests using established methods, preparing test specimens, adjusting and operating equipment, recording test data, and pointing out deviations resulting from equipment malfunction or observational errors.
c. Extracting engineering data from various prescribed but non-standardized sources, processing the data following well-defined methods including elementary algebra and geometry, and presenting the data in prescribed form.

Engineering Technician II requires a high school diploma or high school equivalent plus two years of relevant experience.

30083 ENGINEERING TECHNICIAN III

The Engineering Technician III performs assignments that are not completely standardized or prescribed, selects or adapts standard procedures or equipment, using fully applicable precedents, receives initial instructions, equipment requirements, and advice from supervisor or engineer as needed, performs recurring work independently. Work is reviewed for technical adequacy or conformity with instructions. This technician performs at this level one or a combination of such typical duties as:

a. Constructing components, subunits, or simple models or adapts standard equipment; may troubleshoot and correct malfunctions.
b. Following specific layout and scientific diagrams to construct and package simple devices and subunits of equipment.
c. Conducting various tests or experiments which may require minor modifications in test setups or procedures as well as subjective judgments in measurement, selecting, preparing, and operating standard test equipment and recording test data.
d. Extracting and compiling a variety of engineering data from field notes, manuals, lab reports, etc., processing data, identifying errors or inconsistencies, selecting methods of data presentation.
e. Assisting in design modification by compiling data related to design, specifications, and materials that are pertinent to specific items of equipment or component parts; developing information concerning previous operational failures and modifications and using judgment and initiative to recognize inconsistencies or gaps in data and seek sources to clarify information.

Engineering Technician III requires a high school diploma or high school equivalent plus four years of relevant experience.

30084 ENGINEERING TECHNICIAN IV

The Engineering Technician IV performs non-routine assignments of substantial variety and complexity, using operational precedents that are not fully applicable, such assignments that are typically parts of broader assignments, are screened to eliminate unusual design problems. This incumbent may plan such assignments. This technician receives technical advice from a supervisor or engineer. Work is reviewed for technical adequacy (or conformity with instructions). This position may be assisted by lower-level technicians and

have frequent contact with professionals and others within the establishment, and performs one or a combination of such typical duties as:

a. Developing or reviewing designs by extracting and analyzing a variety of engineering data, applying conventional engineering practices to develop, prepare, or recommend schematics, designs, specifications, electrical drawings and parts lists. (Examples of designs include detailed circuit diagrams; hardware fittings or test equipment involving a variety of mechanisms; conventional piping systems; and building site layouts).
b. Conducting tests or experiments requiring selection and adaptation or modification of a wide variety of critical test equipment and test procedures, preparing and operating equipment, recording data, measuring and recording problems of significant complexity that sometimes require resolution at a higher level, and analyzes data and prepares test reports.
c. Applying methods outlined by others to limited segments of research and development projects, constructing experimental or prototype models to meet engineering requirements; conducts tests or experiments and redesigns as necessary and recording and evaluating data and reports findings.

Engineering Technician IV requires a high school diploma or high school equivalent plus six years of relevant experience.

30085 ENGINEERING TECHNICIAN V

This technician performs non-routine and complex assignments involving responsibility for planning and conducting a complete project of relatively limited scope or a portion of a larger and more diverse project, selects and adapts plans, techniques, designs, or layouts, contacts personnel in related activities to resolve problems and coordinate the work, reviews, analyzes, and integrates the technical work of others. Supervisor or professional engineer outlines objectives, requirements, and design approaches. Completed work is reviewed for technical adequacy and satisfaction of requirements. This incumbent may train and be assisted by lower-level technicians, and performs one or a combination of the following:

a. Designs, develops, and constructs major units, devices, or equipment; conducts tests or experiments; analyzes results and redesigns or modifies equipment to improve performance; and reports results.
b. From general guidelines and specifications (e.g., size or weight requirements), develops designs for equipment without critical performance requirements that are difficult to satisfy such as engine parts, research instruments, or special purpose circuitry. Analyzes technical data to determine applicability to design problems; selects from several possible design layouts; calculates design data; and prepares layouts, detailed specifications, parts lists, estimates, procedures, etc. May check and analyze drawings or equipment to determine adequacy of drawings and design.
c. Plans or assists in planning tests to evaluate equipment performance. Determines test requirements, equipment modification, and test procedures; conducts tests using all types of instruments; analyzes and evaluates test results and prepares reports on findings and recommendations.

Engineering Technician V requires a high school diploma or high school equivalent plus eight years of relevant experience.

30086 ENGINEERING TECHNICIAN VI

This technician independently plans and accomplishes complete projects or studies of broad scope and complexity, or serves as an expert in a narrow aspect of a particular field of engineering, e.g., environmental factors affecting electronic engineering. Complexity of assignments typically requires considerable creativity and judgment to devise approaches to accomplish work, resolve design and operational problems, and make decisions in situations where standard engineering methods, procedures, and techniques may not be applicable. Supervisor or professional engineer provides advice on unusual or controversial problems or policy matters. Completed work is reviewed for compliance with overall project objectives. This worker may supervise or train and be assisted by lower-level technicians, and performs, one or a combination of the following:

a. Prepares designs and specifications for various complex equipment or systems (e.g., a heating system in an office building, or new electronic components such as solid-state devices for instrumentation equipment).
b. Plans approach to solve design problems; conceives and recommends new design techniques; resolves design problems with contract personnel, and assures compatibility of design with other parts of the system.
c. Designs and coordinates test set-ups and experiments to prove or disprove the feasibility of preliminary design; uses untried and untested measurement techniques; and improves the performance of the equipment. May advise equipment users on redesign to solve unique operational deficiencies.
d. Plans approach and conducts various experiments to develop equipment or systems characterized by (a) difficult performance requirements because of conflicting attributes such as versatility, size, and ease of operation; or (b) unusual combination of techniques or components. Arranges for fabrication of pilot models and determines test procedures and design of special test equipment.

Engineering Technician VI requires a high school diploma or high school equivalent plus ten years of relevant experience.

ACCOUNTANT I

Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. May require a bachelor's degree in area of specialty and 0-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager. Accountant I requires a bachelor's degree or four years of combined education and relevant experience.

ACCOUNTANT II
Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. May require a bachelor's degree in area of specialty and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager. Accountant II requires a bachelor's degree plus two years of relevant experience or six years of combined education and experience.

ACCOUNTANT III
Prepares balance sheets, profit and loss statements, and other financial reports. Responsibilities also include analyzing trends, costs, revenues, financial commitments, and obligations incurred to predict future revenues and expenses. Reports organization's finances to management, and offers suggestions about resource utilization, tax strategies, and assumptions underlying budget forecasts. Requires a bachelor's degree in area of specialty, and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department. Accountant III requires a bachelor's degree plus four years of relevant experience or eight years of combined education and experience.

ADMINISTRATIVE OPERATIONS MANAGER I
Solves problems through analysis and evaluation of the facts. Distinguishes issues and circumstances that make each case distinct, then formulates alternative solutions, taking into account the relative benefits and consequences that must be considered. Develops program goals, objectives and organizational plans for the efficient delivery of services. Facilitates local level advisory group. Provides direction to the group in order to improve the delivery of good and services to citizens, customers, and clients. A Bachelor's Degree in any field of study from an accredited college or university and six (6) years of professional level experience with a tactical impact directly related to the purpose of the position defined by the agency at the time of recruitment. Any combination of education from an accredited college or university and/or direct experience in this occupation totaling ten (10) years may substitute for the required education and experience.

ADMINISTRATIVE OPERATIONS MANAGER II
Solves problems through analysis and evaluation of the facts. Distinguishes issues and circumstances that make each case distinct, then formulates alternative solutions, taking into account the relative benefits and consequences that must be considered. Develops program goals, objectives and organizational plans for the efficient delivery of services. Facilitates local level advisory group. Provides direction to the group in order to improve the delivery of good and services to citizens, customers, and clients. A Bachelor's Degree in

any field of study from an accredited college or university and eight (8) years of professional level experience with a tactical impact directly related to the purpose of the position defined by the agency at the time of recruitment. Any combination of education from an accredited college or university and/or direct experience in this occupation totaling twelve (12) years may substitute for the required education and experience.

AUDITOR I
Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. May work with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 0-2 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager. Auditor I requires a bachelor's degree or four years of combined education and relevant experience.

AUDITOR II
Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. May work with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a supervisor or manager. A certain degree of creativity and latitude is required. Auditor II requires a bachelor's degree plus two years of relevant experience or four years of combined education and relevant experience.

AUDITOR III
Audits the accounting and financial data of various departments within an organization to ensure accuracy and compliance with government guidelines and laws. Identifies improper accounting or documentation and researches issues and makes recommendations to improve policies or procedures accordingly. Works with outside auditors to help reconcile discrepancies or support the external auditing function. Requires a bachelor's degree in accounting and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report to an executive or a manager. A wide degree of creativity and latitude is expected. Auditor III requires a bachelor's degree plus four years of relevant experience or eight years of combined education and relevant experience.

COMMUNITY ENGAGEMENT COORDINATOR
MA in Education, Social Work or a related field preferred, or a BA and a minimum of 6 years of experience in human service or related fields involving support to underserved youth and their families. Will act as a community/school facilitator and mobilizer, intentionally involving community members and school staff in a range of activities that address non-academic barriers to learning, with concentration on extended learning, health and wellness, positive school climate, and socioeconomic disparities. Will also advance full-service community school programmatic and integration goals, assuring that Elev8 component services (extended learning, school-based health care, and family engagement and supports) connect to school goals and other community services/supports. Will support a linkage between the local community issues and national education and health reform efforts. Must be able to read, write & understand English. Must be computer literate. Community Engagement Coordinator Auditor II requires a bachelor's degree plus six years of relevant experience or a master's degree.

COMPLIANCE OFFICER
Examines, evaluates, and investigates eligibility for or conformity with laws and regulations governing contract compliance of licenses and permits, and other compliance and enforcement inspection activities not classified elsewhere. Compliance Officer requires a high school diploma or high school equivalent plus one year of relevant experience.

CONTRACT SPECIALIST I
Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and 0-2 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under direct supervision; typically reports to a manager.

CONTRACT SPECIALIST II
Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager.

CONTRACT SPECIALIST III
Aids in the preparation of contractual provisions and the administration of contract proposals. Responsible for preparing bids and negotiating specifications and contractual provisions. Requires a bachelor's degree and at least 4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complex tasks. Works under general supervision; typically reports to a manager.

DESKTOP PUBLISHER
Desktop publishers use computer software to design page layouts for newspapers, books,

brochures, and other items that are printed or published online. Desktop publishers typically do the following:

a. Review text, graphics, or other materials created by writers and designers
b. Edit graphics, such as photographs or illustrations
c. Import text and graphics into publishing software
d. Integrate images and text to create cohesive pages
e. Adjust text properties, such as size, column width, and spacing
f. Revise layouts and make corrections as necessary
g. Submit or upload final files for printing or online publishing
h. Desktop publishers use publishing software to create page layouts for print or electronic publication. They may edit text by correcting its spelling, punctuation, and grammar.

Desktop publishers often work with other design, media, or marketing workers, including writers, editors, and graphic designers. For example, they work with graphic designers to come up with images that complement the text and fit the available space. Desktop Publisher requires a high school diploma or high school equivalent and 0 years of experience.

FINANCIAL ANALYST

Compiles and analyzes financial information for an organization. Develops integrated revenue/expense analyses, projections, reports, and presentations. Creates and analyzes monthly, quarterly, and annual reports and ensures financial information has been recorded accurately. Identifies trends and developments in competitive environments and presents findings to senior management. Performs financial forecasting and reconciliation of internal accounts. Requires a bachelor's degree and 4-7 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others.

GENERALIST

Employees in this classification help organizations effectively use employee skills, provide training and development opportunities to improve those skills, and increase employees' satisfaction with their jobs and working conditions. Generalist I requires a high school diploma or high school equivalent plus two years of relevant experience. Generalist II requires a high school diploma or high school equivalent plus four years of relevant experience, an associate's degree plus two years of relevant experience, or a bachelor's degree.

INVESTIGATION CASE WORKER

The CPS Investigation Case Worker initiates CPS investigations and conducts case management of Child Protective Services investigations cases (family services and legal) consistent with policy and procedures so as to permit the attainment of federal standards and performance based budget measures - assigned investigations per month or a combination of investigations and permanency cases which are of equal weight. The CPS Investigation Case Worker assesses safety of children alleged to be maltreated and ensures that the appropriate safety decision is made, and that services are provided to parents and children to mitigate identified safety threats. Requires a bachelor's degree and two years of relevant experience.

INVESTIGATOR
Investigators perform professional investigative work in the enforcement of state and federal laws, rules and regulations, or the enforcement of state agency promulgated rules and regulations. They gather and documents facts, conduct interviews, examine records and collect evidence for violations of law or agency governing statutes, rules or regulations. Requires a bachelor's degree and two years of relevant experience or six combined years of education and experience.

MARKET RESEARCH ANALYST
Research market conditions in local, regional or national areas to determine potential sales of a product or service. May gather information on competitors, prices, sales and methods of marketing and distribution. May use survey results to create a marketing campaign based on regional preferences and buying habits. Requires a high school diploma or high school equivalent plus one year of relevant experience.

OIL & GAS ROYALTY CONSULTANT
This position will assist in training the Royalty Management Division (RMD) on industry practices related to oil and gas royalty reporting, NM State Land Office (SLO) statutory and regulatory requirements, and SLO internal procedures, computer systems, and databases to assure staff possess the skills necessary to successfully perform their duties. This position will also train on researching and issuing production unit numbers, resolving suspense, and all aspects of the RMD audit program including assisting with conducting external field and desk audits of oil and gas companies that consist of highly complex, technical, and legal issues. This position will support RMD Management in training on SLO business related activity such as revenue forecasts, legislative bill analysis, fiscal budget management, the agency's financial audit, PUN development, unit and communitization revamp, web report development, and RAPs queries.

PROJECT ASSISTANT
The Project Assistant supports a project manager with administrative tasks to ensure the project can proceed according to plan. They often write reports, attend meetings, analyze data, manage resources, create schedules, update and file documentation, and track progress toward milestones. They may also provide direction to project team members or assist them with their duties to meet deadlines. Project Assistant requires a high school diploma or high school equivalency and 0 years of experience.

PROJECT MANAGER
Plan, direct, or coordinate, personnel and activities concerned with the design and construction and maintenance of commercial or industrial structures, facilities, and systems. Participate in the conceptual development of construction projects and oversee their organization, scheduling, budgeting, and implementation; includes managers in specialized construction fields, such as carpentry, plumbing, electrical and structural elements. Requires a bachelor's degree and six years of experience or ten years of combined education and experience.

PROGRAM ANALYST
The Program Analyst's responsibilities include supporting the project manager with overseeing and coordinating projects, contributing to project planning, preparing and maintaining documentation, reviewing contracts and financials, monitoring project activities, and evaluating the overall project. Program Analyst requires a high school diploma or high school equivalency and 0 years of experience.

PROGRAM MANAGER
The program manager coordinates activities between multiple projects to ensure they align with the organization's goals. The exact program manager's duties may vary between companies and by the department. Requires a bachelor's degree and three years of relevant experience.

RESEARCHER
Identify research goals, establish methods, and gather accurate information for research projects. Researcher requires a high school diploma or high school equivalency and 0 years of experience.

SECURITY GUARD
Security guards patrol and inspect property to protect against fire, theft, vandalism, terrorism, and illegal activity. They protect their employer's property, enforce laws on the property, deter criminal activity, and other problems. These workers may be armed. They use various forms of telecommunications to call for assistance from police, fire, or emergency medical services. Security guards write comprehensive reports outlining their observations and activities during their assigned shift. They also may interview witnesses or victims, prepare case reports, and testify in court.

In contrast, guards assigned to mobile patrol drive or walk from one location to another and conduct security checks within an assigned area. They may detain or arrest criminal violators, answer service calls concerning criminal activity or other safety concerns, and issue traffic violation warnings. Guards maintain order and protect the institution's customers, staff, and property. Security officers protect information, products, computer codes, and defense secrets, and check the credentials of people and vehicles entering and leaving the premises.

All security officers must show good judgment and common sense, follow directions, testify accurately in court, and follow company policy and guidelines. In an emergency, they must be able to take charge and direct others to safety. Security Guard I requires a high school diploma or high school equivalent and 0 years of experience. Security Guard II requires a high school diploma or high school equivalent plus one year of relevant experience.

SENIOR CASE MANAGER
BA or BS in sociology, psychology or related field of study. Minimum of two years of experience, one of these years must have been in a supervisory capacity. Will work with public, private youth and human services agencies. Provide crisis intervention services to clients when necessary. Must be able to read, write & understand English.

CAPITAL FUND ADMINSTRATOR

Track appropriations, funding agreements, notices of obligation, grant balance, reimbursements, grant balance and related documents; Support department and division staff in drafting, editing, submitting, and presenting packets for Governing Body approval and execution of funding agreements; Maintain complete and organized electronic files related to all grant actions; Assist department in fiscal year-end capital budget reconciliation, capital carry-forward budgeting, and capitalization of assets; Facilitate City project managers to submit progress reports as required by granting authorities; Facilitate City project managers to post and maintain up-to-date project status on public works capital projects public dashboard; Coordinate with funding agency for administration of the legislative appropriation grants; Coordinate with fiscal agent; Assist with the City's annual Infrastructure Capital Improvement Plan submittal to the State of New Mexico. Requires a bachelor's degree and one year of relevant experience.

ENGINEERING TECHNICIAN SUPERVISOR II

Accountable for planning, organizing, and allocating resources and reviewing assigned engineering technician assignments. The primary focus of positions at this level is supervision of engineering technical supervisory staff. Requires eight years of relevant experience.

ENGINEERING TECHNICIAN SUPERVISOR III

Accountable for planning, organizing, budgeting, allocating resources and reviewing assigned engineering technician resource's functions and staff. The primary focus of positions at this level is the supervision of engineering technical supervisors and other engineering technical staff. Requires ten years of relevant experience.

ENGINEER GRADUATE

This position is an entry-level engineering position accountable for verification of accuracy and completion of submissions based on prescribed templates. The person in this position receives close supervision from a Licensed Professional Engineer. Engineer Graduate requires a bachelor's degree and 0 years of experience.

MANAGEMENT ANALYST I

Employees in this Role receive on the-job training in agency operating practices, functions, and procedures, in conducting organizational studies and evaluations, in designing systems procedures and measurement studies, and in preparing operations and procedures manuals that assist management in operating programs and/or data collection systems more efficiently and effectively; employees perform standardized work procedures that support the development of the above documents and reports. Management Analyst I requires high school or high school equivalent plus two years of relevant experience.

MANAGEMENT ANALYST II

Employees in this Role assist in management studies and carry out well-defined projects involving relatively independent work processes; employees conduct studies in the following areas of management: organizational structure and design, methods and procedures development, management surveys or other research, forms development and control, work flow and/or manpower management, report management, record management, contract management and communication analysis and design; employees conduct surveys, interviews, and compile databases, prepare analysis files, research/review pertinent regulations, laws, manuals and procedures, and prepare analytical reports. Management Analyst II requires an associate's degree plus two years of relevant experience or four years combined education and experience.

MANAGEMENT ANALYST III

Employees in this Role apply advanced research and/or management analysis to complex problems, acting as team leaders for special projects and providing coordination with computer systems personnel; employees apply advanced program analyses, oversight, and planning and consultation services to/for Local Governments; employees deal with complex interrelated management problems and may serve as consultants on local, district, state, regional, or federal comprehensive planning programs; employees perform independently, have special expertise in a field and may be involved in the training of others. Management Analyst III requires a bachelor's degree plus two years of relevant experience or six years combined education and experience.

SCIENTIST ESAA

Employee will review applications, preliminary and final plans, and specifications for proposed plants, facilities, and/or equipment to determine completeness, technical feasibility, engineering accuracy, and compliance. Employee will conduct supplementary investigations, research and surveys as needed; announce and conduct public hearings; issue permits and approvals and notify concerned public of the action; participate in inspections, cost estimates, progress reports, and design change orders; perform tests and audits test results to determine conformity; and compile findings and technical data for reports and projections. This role requires a bachelor's degree plus four years of relevant experience.

PROGRAM COORDINATOR I

Plan, develop and implement effective program procedures for efficient, targeted, and measurable services and outcomes. Direct logistical activities to promote the success of programs. Prepares grants and grant proposals, RFPs, and/or other funding-related requests related to program(s), implement and monitor programming to meet desired outcomes, monitor program activities in relation to established program goals and report on progress, correct deficiencies, updates operating manuals and policies, provide information, guidance and technical support to program participants, the public, and partner organizations, use statistical and database management programs to analyze data and prepare summary narrative reports, graphs, tables, charts and illustrations,

monitor trends using collected data and determine if further study/assessment is indicated, develop training/educational material, brochures and related program marketing and informational material for varied audiences, organize and establish regular meetings with designated groups to foster positive relationships and promote program success, recommend policy and procedure changes to improve program outcomes. Program Coordinator requires a bachelor's degree plus three years of relevant experience.

ITSQUEST

Offer to:	**Carla Monroe** **Public Utilities Program Manager- Consultant** **City of Santa Fe Public Utilities** **801 West San Mateo** **Santa Fe, NM 87505** **Phone: 505-504-8240** **Email: cdmonroe@santafenm.gov**

Position Title	Location	Dates of Service	Hourly Rate	Weeks	Weekly Units	Unit totals	Max Bill Rate	Subtotals	GRT Rate	GRT	Total Budget
SENIOR QA TESTER	SF	2/23/2026 - 8/30/2026	$45.00	6	20	120	$65.25	$7,830.00	8.1875%	$ 641.08	$8,471.08
SENIOR QA TESTER	SF	2/23/2026 - 8/30/2026	$45.00	6	40	240	$65.25	$15,660.00	8.1875%	$ 1,282.16	$16,942.16
SENIOR QA TESTER	SF	2/23/2026 - 8/30/2026	$40.00	6	40	240	$58.00	$13,920.00	8.1875%	$ 1,139.70	$15,059.70
QA TESTER	SF	2/23/2026 - 8/30/2026	$35.00	6	40	240	$50.75	$12,180.00	8.1875%	$ 997.24	$13,177.24
QA TESTER	SF	2/23/2026 - 8/30/2026	$30.00	6	20	120	$43.50	$5,220.00	8.1875%	$ 427.39	$5,647.39
											$59,297.57

Statewide Price Agreement
Price Agreement Number: 40-00000-23-00027
Title: Temporary Administrative and Professional Staffing (GS-02F-006CA)
Term: December 9, 2024 - December 8, 2029

Lola Priest

Signature

Tuesday, February 10, 2026

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/25/2025

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 Barrow Group 110 E. Crogan Street Lawrenceville GA 30046	CONTACT NAME: Molly Stearns PHONE (A/C, No, Ext): (800) 874-4798 FAX (A/C, No): E-MAIL ADDRESS: mstearns@barrowgroup.com
INSURED ItsQuest Inc. 4505 82nd Street Suite 3 Lubbock TX 79424	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Co — 18058 INSURER B : QBE Insurance Corporation — 39217 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2025 w/ WC **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 [ ] PROJECT [ ] LOC [ ] OTHER:			PHPK2659377-003	02/27/2025	02/27/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestation	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2659377-003	02/27/2025	02/27/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB901911-003	02/27/2025	02/27/2026	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		202000784	09/01/2025	09/01/2026	[X] PER STATUTE [ ] OTHER 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)

A Employment Practices Liability PHPK2659377-003 02/27/2025 02/27/2026 $1,000,000/$1,000,000
A Professional Liability PHPK2659377-003 02/27/2025 02/27/2026 $1,000,000/$2,000,000
A Crime Bond PHPK2659377-003 02/27/2025 02/27/2026 $500,000

CERTIFICATE HOLDER

City of Santa 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

Robert G. Barrow Jr.

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Signature: Nancy L. Jimenez
Nancy L. Jimenez (Feb 26, 2026 08:59:27 MST)

Email: nljimenez@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

CITY OF SANTA FE

Date: March 16, 2026

To: Governing Body Committee
Finance Committee
Quality of Life Committee

Via: Brian Moya, Interim City Manager
Thomas Grundler, Interim Chief of Police THOMAS J GRUNDLER
THOMAS J GRUNDLER (Mar 16, 2026 16:31:52 MDT)

From: Patrick Trujillo, Police Captain Patrick Trujillo

Subject: **LDWI Grant MOU- Agreement Amendment #4**

Vendor Name: **Santa Fe County**

Vendor Number: **3906**

ITEM AND ISSUE:
The Santa Fe Police Department respectfully requests your review and approval of Amendment #4 to Item # 23-0551; Memorandum of Understanding (MOU) with the Santa Fe County to increase the compensation by $25,000 for a new total agreement amount of $225,000 for Local LDWI Grant Funds.

Action Requested: **Approval of Amendment #4**

BACKGROUND AND SUMMARY:
The attached MOU/Agreement amendment is for an increase of funding for an existing MOU/Agreement that is already in place. The Santa Fe Police Department continues its commitment to making Santa Fe Safer and continues with DWI enforcement efforts, by conducting operations focused on prevention/reductions of DWI incidents, over service and sales to minors.

PROCUREMENT METHOD: N/A
Chief Procurement Officer Approval: N/A **Date:**
Comment/Exceptions:
Supporting Information:

CONTRACT NUMBER: N/A

$$$$$ SOURCE/REVENUE: ☐**Expense** | ☒**Revenue**
Reimbursement of overtime.

Budget Officer Approval: Andy Hopkins **Date:** 03/18/2026
Comment/Exceptions:

Grant ☒Yes | ☐ No
Grant #: L2601
Grant Manager/Accounting Officer Approval: ERIKA LUJAN ERIKA LUJAN (Mar 18, 2026 15:19:53 MDT) **Date:** 03/16/2026
Comment/Exceptions: _____

Project ☒Yes | ☐ No
Project Ledger #: POL2622302

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000
☐Yes | ☒ No
Asset # (if known): N/A

Repair or Replacement of Existing Equipment:
☐Yes | ☒ No ~If yes -> ☐Repair | ☐ Replacement
Please explain: N/A

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | ☒ No
Anticipated length of project: N/A
Asset Manager Approval: N/A **Date:** _____
Comment/Exceptions: _____

Was this service deemed construction: ☐ Yes | ☒ No
~If yes, does this expenditure exceed $25,000? ☐ Yes | ☒ No
~If yes, did you obtain the appropriate bond? ☐ Yes | ☒ No
~Performance and Payment & Labor - NMSA 1978, Section 13-4-18

Department Approvals:
IT Components: ☐ **Yes | ☒ No**
Vehicles: ☐ **Yes | ☒ No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes | ☒ No**
Approval: N/A **Title:** _____ **Date**: _____
Approval: _____ **Title:** _____ **Date**: _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info: Anna Marie Bowen, 505-955-5122

ATTACHMENTS:
MOU/Agreement Amendment #4
Project Ledger Form
Budget Amendment Resolution (BAR)

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 03/04/2025

Project Title: LDWI Grant (DWI Checkpoints, Saturation, Patrols, etc.)

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: POL2622302

Grant ID: L2601

Approved By: BSG 03.16.26 ERIKA LUJAN (Mar 18, 2026 15:19:53 MDT)

(Finance Use Only)

Department: SFPD Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: upon signature to June 30, 2026 ☐ Create Fixed Asset

---

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

Funding Source: Local DWI Grant Funds- Santa Fe County % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 491010 Awarded Amount: $25,000

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: POLICE OT MUNIS ORG: 2230315 MUNIS OBJ: 501400

Grants Only (list all grants if applicable):

Grantor Name: SF COUNTY MOA-2023-0136-CSD/APS Amendment # 4 Awarded Amount: $25,000

AR Charge Code: 2230315.491010 ☐ 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

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

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

DEPARTMENT / DIVISION NAME	DATE
Police/Administration	3/16/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Overtime	2230315	501400	POL2622302	25,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Santa Fe County - LDWI Grant	2230315	491010	POL2622302	(25,000)	
				$ -	$ -

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

To record Memorandum of Agreement (MOA) Amendment No. 4 between Santa Fe County and the City of Santa Fe

for Local DWI. Grant Expires 06/30/2026.

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

AnnaMarie Bowen — 3/16/2026
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — 3/16/26 — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 03/18/2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

AMENDMENT NO. 4 TO MEMORANDUM OF AGREEMENT NO. 2023-0263-CSD/JL

This Amendment is entered into this _____day of _____, 2026, between **Santa Fe County** (the "County"), and the **City of Santa Fe, Santa Fe Police Department** (the "City").

WHEREAS, on June 30, 2023, the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the "MOA") to provide for the City's provision of DWI and DUI prevention services; and

WHEREAS, Amendment Nos. 1 through 3 increased the compensation payable to the City and extended the term of the MOA to June 30 2026; and

WHEREAS, pursuant to Article 6 of the MOA, the parties may amend the MOA by written instrument signed by the parties; and

WHEREAS, by this Amendment No. 4 the parties agree to amend the MOA to increase the compensation payable to the City by $25,000.

NOW, THEREFORE, the parties agree to amend the MOA as follows:

1. Article 2 (Reimbursement; Compensation) insert a subparagraph D to read:

> D. By Amendment No. 4 the compensation payable to the City is increased by the sum of $25,000. The total compensation payable to the City for the term of this Agreement will not exceed $225,000.00, *inclusive* of NM GRT.

2. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1 through 3 and this Amendment No. 4 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:

_____ _____
Gregory S. Shaffer Date
Santa Fe County Manager

Approved as to form:

Roberta D. Joe for W.B. 3/2/2026
Walker Boyd Date
Santa Fe County Attorney

CITY OF SANTA FE

_____ _____

Michael Garcia Date
Mayor

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan
Christoher W. Ryan (Mar 3, 2026 16:47:53 MST)
CHRISTOPHER RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

AMENDMENT NO. 3 TO MEMORANDUM OF AGREEMENT NO. 2023-0263-CSD/JL

This Amendment is entered into this 22 day of August, 2025, between **Santa Fe County** (the "County"), and the **City of Santa Fe, Santa Fe Police Department** (the "City).

WHEREAS, on June 30, 2023, the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the "MOA") to provide for the City's provision of prevention of DWI and DUI services; and

WHEREAS, by this Amendment No. 3 the parties agree to amend the MOA to increase the compensation payable to the City and extend the term to June 30, 2026.

NOW, THEREFORE, the parties agree to amend the MOA as follows:

1. Article 2 (Reimbursement; Compensation) insert a subparagraph C to read:

> C. By Amendment No. 3 the compensation payable to the City is increased by the sum of $60,000. The total compensation payable to the City for the term of this Agreement will not exceed $200,000.00, *inclusive* of NM GRT.

2. Article 3 (Term) insert a subparagraph c to read:

> c. By Amendment No. 3 the term is extended to June 30, 2026.

3. All other provisions of the Agreement not specifically amended or modified by Amendment Nos. 1, 2 and this Amendment No. 3 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:



07/16/2025

Gregory S. Shaffer
Santa Fe County Manager

Date

Approved as to form:

Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

July 3, 2025

Date

CITY OF SANTA FE

Mark Scott (Aug 22, 2025 18:02:51 MDT)

MARK SCOTT, CITY MANAGER

Aug 22, 2025

Date

ATTEST:

ANDREA SALAZAR (Aug 26, 2025 11:18:29 MDT)

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christoher W. Ryan

Christoher W. Ryan (Jul 16, 2025 14:22 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

AMENDMENT NO. 2 TO MEMORANDUM OF AGREEMENT BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE REGARDING THE USE OF DWI GRANT FUNDS

This Amendment is made this 18th day of October, 2024, between **Santa Fe County** (the "County"), and the **City of Santa Fe, Santa Fe Police Department** (the "City).

WHEREAS, on June 30, 2023, the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the "MOA") to provide for the City's provision of prevention of DWI and DUI services; and

WHEREAS, according to Article 6 of the MOA the parties may amend the MOA by an instrument in writing signed by the parties; and

WHEREAS, by this Amendment No. 2 the parties agree to amend the MOA to increase the compensation payable to the City and extend the term to June 30, 2025.

NOW, THEREFORE, the parties agree to amend the MOA as follows:

1. Article 2 (Reimbursement; Compensation) insert a subparagraph B to read:

   B. By Amendment No. 2 the compensation payable to the City is increased by the sum of $60,000. The total compensation payable to the City for the term of this Agreement will not exceed $140,000.00, *inclusive* of NM GRT.

2. Article 3 (Term) insert a subparagraph b to read:

   b. By Amendment No. 2 the term is extended to June 30, 2025.

3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:

Gregory S. Shaffer
Santa Fe County Manager

10/18/2024
Date

Approved as to form:

Roberta D. Joe for J.Y.
Jeff Young
Santa Fe County Attorney

July 26, 2024
Date

CITY OF SANTA FE

John Blair
John Blair (Oct 14, 2024 16:51 EDT)
John Blair
City Manager

Oct 14, 2024
Date

Attestation:

Geralyn F. Cardenas
Interim City Clerk

Oct 16, 2024
Date

Approved as to form:

Christopher W. Ryan
Christopher W. Ryan (Aug 26, 2024 12:15 MDT)
Christopher W. Ryan
Senior Assistant City Attorney

Aug 26, 2024
Date

Approved:

Emily K. Oster
Emily K. Oster
Director of Finance

Oct 14, 2024
Date

Business Unit No.

Signature: XAVIER VIGIL
XAVIER VIGIL (Oct 16, 2024 10:44 MDT)

Email: xivigil@santafenm.gov

AMENDMENT NO. 1 TO
MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY
AND THE CITY OF SANTA FE
REGARDING THE USE OF DWI GRANT FUNDS

This Amendment is made this 10th day of April, 2024, between **SANTA FE COUNTY** (the "County"), and **CITY OF SANTA FE, SANTA FE POLICE DEPARTMENT** (the "City).

WHEREAS, on September 19, 2023 the County and City entered into Memorandum of Agreement No. 2023-0263-CSD/JL (the "Agreement") to provide for the City's provision of prevention of DWI and DUI services; and

WHEREAS, according to Article 6 of the Agreement (AMENDMENT) the parties may amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, by this Amendment No. 1 the parties agree that the County will increase the amount of reimbursement available to the City.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 2 (REIMBURSEMENT; COMPENSATION) insert a subparagraph A to read:

> A. By Amendment No. 1 to this Agreement the amount of reimbursement to the City is increased by the sum of $20,000.00. The amount of Reimbursement to the City for costs incurred for the purposes under this Agreement will not exceed $80,000.00, *inclusive* of NM GRT.

2. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of last signature by the parties.

SANTA FE COUNTY:



Gregory S. Shaffer
Santa Fe County Manager

4/10/2024
Date

Approved as to form:

Roberta D. Joe for J.Y. — February 14, 2024

Jeff Young — Date
Santa Fe County Attorney

Finance Division:

02/16/2024

Yvonne S. Herrera — Date
Finance Director

CITY OF SANTA FE

John Blair — Apr 1, 2024
John Blair (Apr 1, 2024 10:45 MDT)

John Blair — Date
City Manager

Attestation:

Apr 2, 2024
Geralyn Cardenas (Apr 2, 2024 08:26 MDT)

Geralyn F. Cardenas XIV — Date
Interim City Clerk

Approved as to form:

Christopher W. Ryan — Mar 20, 2024

Christopher W. Ryan — Date
Senior Assistant City Attorney

Approved:

Emily K. Oster — Mar 29, 2024

Emily K. Oster — Date
Director of Finance

Business Unit No.

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

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is entered on this 19 day of September, 2023, between Santa Fe County (the "County"), a political subdivision of the state of New Mexico, and the City of Santa Fe, Santa Fe Police Department (the "City").

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

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

WHEREAS, the County's anti-DWI program is the recipient of grant funds through the Local DWI Grant in FY 2024 for operating cost of the Santa Fe County DWI Program; and

WHEREAS, wishes to transfer a portion of it's the DWI grant funds to the City for use by the Santa Fe Police Department's use in conducting DWI checkpoints, saturation patrols, "Shoulder Tap", and over services operations.

THE PARTIES AGREE AS FOLLOWS:

1. DUTIES OF THE PARTIES

   a. The County shall:

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

      2) Transfer and make available to the City, on a reimbursement basis, $60,000.00 for expenditure in FY 2024 to conduct DWI checkpoints, saturation patrols, Shoulder Tap, and over service operations.

      3) Reimburse the City for costs and expenses associated with staffing operations in 1) and 2) above. Reimbursement by the County will be made within 30 days following receipt of the City's statement or itemized invoice requesting reimbursement for costs incurred by the City.

b. The City shall:

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

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

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

2. REIMBURSEMENT; COMPENSATION

The amount of Reimbursement to the City for costs incurred for the purposes under this Agreement shall not exceed $60,000.00, inclusive of NM GRT.

3. TERM

This Agreement shall be effective upon the date of last signature by the parties (the Effective Date). The term of this Agreement is from the Effective Date to June 30, 2024, unless earlier terminated pursuant to paragraph 4 below.

4. TERMINATION

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

5. LIABILITY

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

6. AMENDMENT

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

7. APPROPRIATIONS

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

8. GOVERNING LAW

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

9. ACCOUNTABILITY

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

10. NO THIRD PARTY BENEFICIARIES

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

11. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and County and supersedes any prior agreements or understandings with respect to the subject of this Agreement.

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

SANTA FE COUNTY

Gregory S. Shaffer
Santa Fe County Manager

9/19/2023
Date

Approved as to form:

Roberta D. Joe for J.Y. — May 26, 2023

Jeff Young — Date
Santa Fe County Attorney

Finance Division:

6/1/2023

Yvonne S. Herrera — Date
Finance Director

CITY OF SANTA FE

Layla Archuletta-Maestas — Sep 10, 2023

John Blair — Date
City Manager

Attestation:

Sep 12, 2023

Kristine Bustos-Mihelcic XN — Date
City Clerk

Approved as to form and legal sufficiency:

Christopher W. Ryan — Jun 27, 2023
Christopher W. Ryan (Jun 27, 2023 10:42 MDT)

Senior Assistant City Attorney — Date

Approved for Finances:

Emily K. Oster — Sep 7, 2023
Emily K. Oster (Sep 7, 2023 17:25 MDT)

Emily K. Oster — Date
Director of Finance

Business Unit No.

PL-SF COUNTY MOA-LDWI-AMENDMENT #4

Final Audit Report 2026-03-18

Created:	2026-03-17
By:	BRITTANY GURULE (bsgurule@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAooAwrbjo2LHiuTobgZzpT2sLIzAdSnEd

"PL-SF COUNTY MOA-LDWI-AMENDMENT #4" History

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Purchasing Memo

Date: March 13, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Sam Burnett, Interim Public Works Director SB

Carol Swenson, Public Works Business Operations Manager CS

From: Melissa McDonald, Parks and Open Space Division Director MMc

Subject: Four-Year Event Management Contract for Fourth of July Celebrations

Vendor Name: Kiwanis Club of Santa Fe

Munis Vendor Number: 7890

ACTION:
Request for Approval of a Professional Services Contract with Kiwanis Club of Santa Fe to Produce the City's Fourth of July Celebrations in the Total Amount of $885,507 through April 15, 2030. (Melissa McDonald, Parks and Open Space Director: mamcdonald@santafenm.gov)

Committee Review

Quality of Life Committee: 04/01/2026
Finance Committee: 04/06/2026
Governing Body: 04/07/2026

CONTRACT NUMBER:

The Munis contract number is 3260371

BACKGROUND AND SUMMARY:

The Parks and Open Space Division of the Department of Public Works issued an RFP for Fourth of July event management services in 2025, and Kiwanis Club of Santa Fe was the successful respondent. This four-year contract is the end product of that process. Kiwanis has managed this event with City of Santa Fe funding for a

number of years. The contract allows for different show types (fireworks only; fireworks and drone hybrid; and drone only) based on funding availability and Governing Body choice.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund / 100

Munis Org Name/Number: Parks Admin / 1004150

Munis Object Name/Number: Professional Services / 510300

Budget Officer / Designee: Andy Hopkins **Date:** 03/20/2026

Budget Officer Comment/Exceptions:

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP #25074 Bid Evaluation Committee Report included in Contact Packet; Commodity Code: 95836

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 03/23/2026

CPO Comment/Exceptions:

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: **Title:** **Date:**

Comment/Exceptions:

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: **Title:**
Date:

Comment/Exceptions:

Vehicles included? ☐ Yes | ☒ No

Approval: **Title:** **Date:**

Comment/Exceptions:

Construction to City Facilities, Furniture, and/or Fixtures included?☐ Yes | ☒No

Approval: **Title:**
Date: _____ _____ _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:**
Date: _____ _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:**
Date: _____ _____

Comment/Exceptions: _____

ATTACHMENTS:
General Services Contract
Procurement document: RFP
Horizons Declination
CPO Service Determination
Kiwanis of Santa Fe Business License
Kiwanis Certificate of Insurance

Item #: _____
Munis Contract #: 3260371
RFP#: 25074

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Kiwanis Club of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

Contractor shall provide comprehensive event management services for the Fourth of July, ("Contracted Events") for four (4) years starting from the Effective Date of this contract. Each event may take place at different venues throughout Santa Fe, including Santa Fe Place Mall, the Plaza, Railyard Park, and other locations as designated by the City. Contractor shall perform the following tasks for each event as required:

1. **Coordination with City Departments and Stakeholders**
Contractor shall coordinate with relevant City departments, including but not limited to the Santa Fe Police Department, Santa Fe Fire Department, any licensed security guards contracted by the City, The City's Communications Director in the Mayor's Office for all public messaging and media coordination, the Parks and Open Space Division, Special Events Permitting Section, and the Planning and Land Use Department, as well as any other necessary divisions or entities identified by the City. Additionally, collaborate with commercial sites, local businesses, and other stakeholders in a reasonable effort to ensure seamless operations and safety for each event. Contractor shall hold at least one community engagement meeting no fewer than 21 days prior to each event. The meeting shall be publicly noticed no fewer than 10 days before the meeting, with notice delivered to: (i) Plaza-adjacent businesses and property owners within two blocks of the event footprint; (ii) affected neighborhood associations; and (iii) other stakeholders identified by the City. The

meeting shall communicate the event plan, highlight any changes from prior years (including footprint, schedule, traffic/parking, noise, security, and sanitation), and provide an opportunity to receive and address attendee questions and concerns. The Contractor shall provide the City a brief summary of comments and responses within five business days after the meeting.

2. **Event Planning and Execution**

Plan, coordinate, and execute all logistical aspects of each event, which may include:

- Hiring contractors for traffic control, sound and lighting services, musical entertainment, staging and tent setup, and safety services.
- Arranging for public facilities such as portable toilets, handwashing stations, and seating areas.
- Developing tailored traffic control plans based on event-specific needs, including the safe management of ingress and egress.
- Organizing fireworks and/or drone displays if applicable. The offeror must provide separate costs for each alternative:
  - **Alternative #1**: Traditional fireworks display.
  - **Alternative #2**: Combined fireworks and drone display.
  - **Alternative #3**: Drone-only display as an alternative to fireworks.

3. **Marketing and Promotion**

Create and execute a marketing plan tailored to each event, leveraging social media platforms, print media, and radio outlets to maximize community awareness and attendance. Work with local businesses and media outlets to enhance outreach.

4. **Sponsorship and Fundraising**

Solicit sponsorships and contributions from private sector partners and local businesses to help offset event costs and enhance the event experience. This includes creating and managing relationships with sponsors to secure ongoing support and resources.

5. **Budget Management**

Develop and maintain a transparent, balanced budget for each event, accounting for all projected revenue sources (including sponsorships and City funds) and expenses. Regularly report on the budget and ensure cost-effective management practices.

- **City Service Contributions**

  Each event will include estimated City services to support safety, infrastructure, and logistics. Service hour contributions may vary based on the event type, scale, and location. At least 30 days prior to each event, the Contractor shall communicate the event length, planned components, and anticipated needs to the City's Parks and Open Spaces Director or a person designated by the Director as event liaison for the City to determine what services are required, whether those services are available from the City, and schedule staff as necessary.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to event planning and marketing for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates established under this Agreement and consistent with the event option(s) authorized and funded for each contracted year.

Each year may include funding for any of the following event options, based on available appropriations and the City's annual budget authorization:

1. **Fireworks Show Only –**$87,123.14 (plus applicable NMGRT)
2. **Hybrid Show (Reduced Fireworks + Drone Show) –**$179,123.14 (plus applicable NMGRT)
3. **Full Drone Show with Pyrotechnic Effects (No Fireworks) –**$204,623.14 (plus applicable NMGRT)

Funding for each year and for each selected option is contingent upon annual appropriation and issuance of a valid purchase order. Nothing in this Agreement shall be construed as a guarantee of funding beyond the current fiscal year.

B. Payment. The total compensation under this Agreement shall not exceed (Eight hundred eighteen thousand, four hundred ninety-two dollars and fifty-six cents) $818,492.56 excluding New Mexico gross receipts tax (NMGRT). The NMGRT payable to the Contractor shall not exceed (sixty-seven thousand fourteen dollars and eight cents) $67,014.08. The total compensation under this contract payable to the Contractor including NMGRT shall not exceed (Eight hundred eighty-five thousand five hundred six dollars and sixty-four cents) $885,506.64**. PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

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

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

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

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of **RFP# 25074 - Event Planning and Marketing** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

NMSA 1978, sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

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

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: City of Santa Fe
Public Works Department
Parks and Open Space Division
Attention: Melissa A. McDonald
1142 Siler Road
Santa Fe, NM 87507

To the Contractor: Kiwanis Club of Santa Fe
Attention: Ray Sandoval
P.O. Box 622
Santa Fe, NM 87504

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided

herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
MICHAEL GARCIA, MAYOR

CONTRACTOR:

_____
RAY SANDOVAL, 4TH OF JULY CHAIRMAN

DATE: Mar 3, 2026

NMBTIN#: _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Mar 3, 2026 21:56:51 MST)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA
_____
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

The City of Santa Fe, Central Purchasing Division
AND
Public Works

REQUEST FOR PROPOSALS (RFP)

Event Planning and Marketing

RFP# 25074

Proposals are due on: February 5, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of Event Planning and Marketing Services.

B. BACKGROUND INFORMATION

The City of Santa Fe hosts a variety of community-centered events throughout the year, including its flagship Independence Day celebration at Santa Fe Place Mall, which draws approximately 41,000 attendees throughout the day. This vibrant Fourth of July event features live music from local bands and DJs, a variety of food trucks, and a grand fireworks display at dark, fostering a festive, family-friendly atmosphere for residents and visitors alike.

Originally intended as a request for proposals (RFP) specific to the Fourth of July celebration, this procurement has been expanded to allow the selected offeror to provide event services for any additional events the City may host throughout the year. This broader scope will enable the City to respond dynamically to community needs and allow for greater continuity and quality across all events, enhancing Santa Fe's position as a premier event destination.

The City seeks a qualified offeror who can deliver comprehensive event services that not only enhance the logistical coordination, safety, and accessibility of each event but also engage neighborhood groups, ensuring clear communication and responsiveness to community needs. Additionally, the offeror will actively solicit event sponsorships and private sector contributions to help offset operational expenses, increase community engagement, and foster pride in each event. Through targeted marketing and sponsorship outreach, the City aims to grow attendance, expand financial support, and elevate its event offerings as cherished community traditions that enrich Santa Fe's cultural landscape.

C. SCOPE OF PROCUREMENT

The City of Santa Fe seeks a qualified offeror to provide comprehensive services for various events throughout the year, starting with the Fourth of July Celebration. Each event may take place at different venues throughout Santa Fe, including Santa Fe Place Mall, the Plaza, Railyard Park, and other locations as designated by the City. Offerors must demonstrate the capacity to fulfill the following tasks for each event as required:

1. **Coordination with City Departments and Stakeholders**
   Coordinate with relevant City departments, including but not limited to Police, Fire, Security, Communications, Parks, Special Events Permits, Land Use, and other necessary divisions. Additionally, collaborate with commercial sites, local businesses, and other stakeholders to ensure seamless operations and safety for each event. Conduct at least one Early Neighborhood Notification (ENN) meeting per event to engage with neighborhood and community groups, addressing concerns and communicating event details.
2. **Event Planning and Execution**
   Plan, coordinate, and execute all logistical aspects of each event, which may include:
   - Hiring contractors for traffic control, sound and lighting services, musical entertainment, staging and tent setup, and safety services.
   - Arranging for public facilities such as portable toilets, handwashing stations, and seating areas.

- Developing tailored traffic control plans based on event-specific needs, including the safe management of ingress and egress.
- Organizing fireworks and/or drone displays if applicable. The offeror must provide separate costs for each alternative:
  - **Alternative #1**: Traditional fireworks display.
  - **Alternative #2**: Combined fireworks and drone display.
  - **Alternative #3**: Drone-only display as an alternative to fireworks.

3. **Marketing and Promotion**
   Create and execute a marketing plan tailored to each event, leveraging social media platforms, print media, and radio outlets to maximize community awareness and attendance. Work with local businesses and media outlets to enhance outreach.
4. **Sponsorship and Fundraising**
   Solicit sponsorships and contributions from private sector partners and local businesses to help offset event costs and enhance the event experience. This includes creating and managing relationships with sponsors to secure ongoing support and resources.
5. **Budget Management**
   Develop and maintain a transparent, balanced budget for each event, accounting for all projected revenue sources (including sponsorships and City funds) and expenses. Regularly report on the budget and ensure cost-effective management practices.
6. **City Service Contributions**
   Each event will include estimated City services to support safety, infrastructure, and logistics. Service hour contributions may vary based on the event type, scale, and location. Typical estimates per event include:
   - Police: 90 hours
   - Fire Department: 90 hours
   - Parks Department: 60 hours
   - Solid Waste: 4 hours
   - Streets Department: 10 hours
   - Land Use/Enforcement: 16 hours
   - Community Engagement: 8 hours

The contract will result in a single award, and the awarded offeror must be prepared to provide consistent quality service across multiple events, adapting to the unique requirements of each.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

B. PROCUREMENT MANAGER

Parks and Open Space Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Phillip Lujan, Procurement Manager
Telephone: (505) 690-5771

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Division at the following emails:

   Procurement Manager: pmlujan@santafenm.gov
   Central Purchasing Division: purchasing_RFP@santafenm.gov

   Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

C. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

D. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

DEFINITION OF TERMINOLOGY.docx

E. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates	Times (in Mountain)
Issue RFP	Central Purchasing Division	January 8, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	January 15, 2025	
Deadline for Written Questions	Potential Offerors	January 22,2025	5:00 PM
Response to Written Questions	Procurement Manager	January 29, 2025	
Proposals Due Date	**Offerors**	**February 5, 2025**	**3:00 PM**
*Interviews	Potential Offerors	February 12, 2025	
*Identification of Potential Best-Valued Offeror(s)	Evaluation Committee	February 14, 2025	
*First Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	February 26, 2025	
*Final Clarification Meeting	Evaluation Committee/Finalist Offeror(s)	March 12, 2025	
*Best and Final Offers	Offerors	March 12, 2025	
*Governing Body Approval	Governing Body	March 26, 2025	
*Contract Award(s)	Requesting Department	April 2, 2025	

*Dates indicated in after "Proposals Due Date" through "Contract award" are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

The City reserves the right to:

1. Change or extend the due date of the RFP.
2. Revise the RFP document prior to the due date.

Any such revisions will be announced by addenda to registered Potential Offerors and posted in Bid Central. If the City determines that modifications, clarifications, or additions to the RFP are necessary, all registered Offerors will receive the Amendment to the RFP in writing.

1. Issue RFP

This RFP is being issued on behalf of The City Parks and Open Space Division on the date indicated in Section II.A, Sequence of Events.

2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00 AM MST/MDT via MS Teams. https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDU5NjE0MjQtMTE4My00MzJiLWI4ODktZDI4ZTczZDNiZDc4%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal.

3. Deadline for Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Division and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Responses to Written Questions

Responses to the written questions will be provided on Bid Central, on or before the date indicated in Section II.A, Sequence of Events, and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to Bid Central; the link listed in Section, III.B.1.

5. Proposals Due Date

Only **electronic** proposal submission is allowed.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION VIA UPLOAD

Proposals must be submitted electronically through the link in Section III.B.1. Proposals submitted by facsimile will not be accepted.

Bid Central will keep a log of the names of all Offeror organizations that submit proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means approved by the City's Governing Body and subsequently signed by the City Mayor.

6. Interviews

Offerors will be required to participate in an interview to evaluate expertise. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead. A second individual may be present (standby) to clarify Pricing Proposal if requested.

7. Identification of Potential Best-Valued Offeror(s)

All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Central Purchasing Division or/and/or the Procurement Manager in conjunction with the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section IV. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section IV will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

8. First Clarification Meeting

The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

9. Final Clarification Meeting

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

10. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive

submissions upfront. However, we reserve the right to re-open negotiation by requesting BAFO under the schedule outlined in Section II. A, Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

11. Governing Body Approval

Depending on the amount of the total compensation, including any term extensions of the contract, either the City manager will approve and sign the contract, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all contracts presented to the Governing Body.

12. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

13. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposals' number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

14. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

C. GENERAL REQUIREMENTS


GENERAL REQUIREMENTS.doc

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY

Bidders must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Main portion and cost portion of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Main Proposal," or "Cost Proposal," on the front page of each upload.

ELECTRONIC proposal submissions must be fully submitted on: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx. by the submission deadline in Section II.B. Submissions cannot be password protected and must be in PDF format. ***The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.***

LATE PROPOSALS MAY NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of **Section III Response, Format and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Offerors shall include the following forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration & Checklist	Pass/Fail
Attachment B	Campaign Contribution Disclosure Form	Required
Attachment C	Conflict of Interest	Required
Attachment D	Non-Collusion Affidavit	Required
Attachment E	Key Personnel Proposal Form	Pass/Fail
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Pass/Fail
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Pass/Fail

IV. EVALUATION

An Evaluation Committee will evaluate and score the responses to the RFP based on the information provided in each response and committee's evaluation of the offeror's understanding of the objectives of this project. The Pre-Proposal Meeting will be important for vendors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the four criteria listed below. These points have been evaluated as critical qualifications to the success of the project.

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	5
3	Cost Proposal	35
4	Interview	25
5	Local Preference	3 or 6*

Description of Evaluation

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

a) **Proposal Cover Page, Declaration and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration and Checklist (Attachment A).

b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The offeror shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the offeror proposes to execute the project pursuant to a resultant contract.

c) **Project Cost Proposal Form.** The offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F must be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information in regard to the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.

d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).

i. Purpose of PC Submittal

i. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
ii. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

ii. PC Submittal Format Requirements

i. PC submittal must NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
ii. A PC proposal template is included in this RFP. This document must be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
iii. Failure to comply with any of the PC format requirements may result in disqualification.
iv. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
v. References used in the PC submittal must be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.

iii. <u>Overview of the Scope/Level of Expertise Plan</u> - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the

City's specific needs. It should summarize the metrics that show the offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope claims based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated with technical capabilities listed in the SC/LE plan must be included in the proposed base project cost (see Attachments F and G1).

iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) must NOT be included in the proposed base Cost (see Attachment F).

v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).

e) Interviews - The offerors will be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested.

f) Local Preferences
Percentages will be determined based upon the point-based system outlined below.

To qualify for a local preference, an offeror must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978, Section 13-1-22.

A. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposals' process and the contract is awarded based on a point-based system, the City shall award additional points equivalent to 3% of the total possible points to a local resident business. The City shall award an additional

3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6% on projects funded by the city.

A. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

Project Revenue Controls of the Best Value Approach (BVA)

There are two revenue controls in the BVA including:

a) Best Value Check: After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the contract. If the justification is clear to the Evaluation Committee, they will move into the clarification period.

b) Selection Check: Before the contract is awarded, an evaluation committee report must be given for the best value Offeror. If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. The Offeror selected for an award will be the one whose proposal is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

Clarification

The potential best value Offeror(s) will be required to complete the Clarification Phase as outlined in the Clarification Phase Guide (Attachment I). The intent of this phase is to allow the Offeror(s) an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Monthly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

Award

The City will notify each offeror in writing of the City's decision.

a) The City reserves the right to reject any or all proposals and to award more than one offeror and to an offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the City is final.

b) The City at its sole discretion may decide to take no procurement action as a result of the RFP and/or may re-issue all or portions of the RFP.

c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered contractual obligations. Any new or unique requirements as a result of the RFP response can be added or amended, at the City's sole option, to the existing agreements. It should be understood that obligations of confidentiality will be an important condition of any resulting contractual arrangement. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence.

All vendor's performance will be tracked by the Department POC through the Monthly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration & Checklist (Include as cover page in the proposal)
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit
Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Monthly Risk Reporting System Guide
Attachment K	Draft Contract

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror must complete and submit this Attachment. This Attachment shall be the cover page for the Proposal. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

☐	Attachment A	Proposal Cover Page, Declaration & Checklist (Include as cover page in the proposal)
☐	Attachment B	Campaign Contribution Disclosure Form
☐	Attachment C	Conflict of Interest
☐	Attachment D	Non-collusion Affidavit
☐	Attachment E	Key Personnel Lead Form
☐	Attachment F	Project Cost Proposal Form
☐	Attachment G	Project Capability Submittal (LE, RA, VA) Checklist and Format
☐	Attachment G (1)	Level of Expertise (LE) Plan
☐	Attachment G (2)	Value Added (VA) Plan
☐	Attachment H	Reference List

RFP# 25074

Phone Number	Company Name
Mailing Address	FED ID#
City and Country	NMBTIN#

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):

____ No subcontractors will be used in the performance of any resultant contract, OR

____ The following subcontractors will be used in the performance of any resultant contract:

_____

(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section IV of this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____ _____, 20_____

Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to Section NMSA 1978, Section 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money. or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without

compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Section 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:
Mayor Alan Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Lee Garcia
Councilor Christopher Rivera
Councilor Amanda Chavez
Councilor Jaime Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Event and Marketing Manager each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Event and Marketing Manager and known key personnel needs to describe the conflict.

The Event and Marketing Manager agrees that, if after award, an organizational conflict of interest is discovered, the Event and Marketing Manager makes an immediate and full written disclosure to the City that includes a description of the action that the Event and Marketing Manager has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Event and Marketing Manager was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City,

the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Event and Planning contract. For the duration of this firm's involvement in the Event Planning and Market contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Event Planning and Market contract.

I certify that this firm will keep all Event Planning and Marketing contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Event Planning and Marketing contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Event Planning and Marketing contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: _____

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Total Management Cost for Project: _____

_____

Provide a Total Cost to deliver the requested project, including all of the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate methods:

1. A cost breakout by ten project deliverables
2. A cost breakout by project area (Labor and Overhead)
3. Add additional deliverables if needed

Total Cost: _____

#	**Deliverable**	**Cost**
1	Event Management Fee - include planning, coordination, execution	$
2	Sound and Lighting Services – audio/visual and lighting	$
3	Staging and Tent Services – rental/install of stages, tents, infrastructure	$
4	Safety Services – safety personnel and equipment	$
5	Public Facilities – provision for portable toilets, handwash stations, etc.	$
6	Entertainment Services – music, DJ's, performers	$
7	Display Shows – Fireworks	$
8	Display Shows – Drone	$
9	Advertising - marketing, promotion, advertising	$
10	Additional/Misc. - percentage from materials.	$
	Total Cost	**$**

#	**Project Area**	**Cost**
1	Labor (# of Man hours)	$ ( )
2	Overhead	$
	Total Cost	**$**

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 2-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) a total of 2 pages or less (1 page maximum per document)? ☐ Yes ☐ No
2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? ☐ Yes ☐ No
3. Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? ☐ Yes ☐ No
4. Do you understand that the contents of PC Submittal will become part of the Contract? ☐ Yes ☐ No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? ☐ Yes ☐ No

ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)

Offerors must use this template. Offerors should identify their project performance metrics for each of the requirements. They should also put a reference # for the metric that correlates with the number on the Reference list Attachment H. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other offerors. The Offeror **may not change prefilled information or exceed the 1-page limit for this section.** Do NOT include any identifying information in your Scope/Level of Expertise Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List.

***Note: the instructions above and the example in table below may be deleted from this form.**

Requirement	City of Santa Fe	Offeror's Project Performance	Ref #
# of event planning and marketing projects	1		
# of event planning and marketing projects in New Mexico	1		
Average Budget ($)	$60K		
Average # of people in attendance	41000		
Average Time at the event (mins)	78		
Average # of sponsorships	1		
Average $ amount received from sponsorship and fundraising	N/A		
Average Customer Satisfaction	10/10		
Average Cost Deviation (%)	0%		
Average Time Deviation (%)	0%		

Additional Project Performance Criteria	Offerors's Project Performance	Ref #

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 1-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
0	Relationships with companies that will sponsor the event	-5%	0	Decreased cost by 5%	1
1					
2					
3					

ATTACHMENT H – REFERENCE LIST

Offerors must use this template. The Reference List's "Ref #" must correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans. All references cited must have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City. Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Client A	POC Name A	A@gmail.com	(###) ### - ####	$ 1,800,000	1/1/2020 - 5/1/2020
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Vendor(s) and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offer for potential award (this Offeror would also have to participate in a Clarification Phase). If the vendor provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with award(s).

b. The Clarification Phase is carried out prior to the signing of the contract. The City's objective is to have the products/services maximized without any vendor price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the vendor based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Monthly Risk Report to mitigate risk.

c. It is the Offeror's responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror's responsibility to manage and mitigate the risk of their offering. It is the City's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.

d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror's scope of services in the Clarification Phase include:

   i. Proposed detailed plan from beginning to end.
   ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
   iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
   iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
   v. If any risk is identified, the Offeror must ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
   vi. A Monthly Risk Reporting System (MRRS, Attachment F), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a Monthly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.
b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:
    i. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-conftractors, designer / AE, interested parties, etc.).
    ii. Present the scope of services (schedule, cost, deliverables, etc.).
    iii. Identify the City's responsibilities.
    iv. Propose the Monthly Risk Report (WRR) format.
    v. Field questions and concerns from City stakeholders.
    vi. Listen to concerns, issues, and comments from the City stakeholders.
    vii. Propose a schedule to finalize the Clarification Phase and the contract documents.
c. Once the First Clarification Meeting is held, and if the City is comfortable with the Offer, the Clarification Phase begins. The Offeror may be required to complete the following:
    i. Revisit the site/buildings/campus to do any additional investigating.
    ii. Coordinate with all parties that will be involved with the delivery of products/services.
    iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
    iv. Finalize the Clarification Document (contract, WRR, payment schedule, scope of work).

3. CLARIFICATION DOCUMENT

The final Clarification Document will include the following:

a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
b. Finalized scope documents which include details on how the tasks will be completed.
c. Description of the end deliverable in terms of simplified metrics.
d. Detailed scope descriptions– A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, City and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
e. Monthly Risk Report format (WRR)
f. Project financial summary.
    i. The Offeror's Original Price Proposal.
    ii. A list of agreed/accepted Value-Added Options (with impact to price)
    iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
    iv. A Price Breakout and Payment Schedule.
g. Project and emergency contact list.
h. PowerPoint presentation that describes the scope of the project in terms of cost, time, deliverables and how the deliverables acceptance will be decided.

4. FINAL CLARIFICATION MEETING

a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The

final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

b. The Offeror should give a presentation, which walks the City through the entire contract period and summarizes all of the coordination and planning done during the Clarification Phase. The Offeror should bring its team and all the documents specified in the Clarification Document. The Offeror should come with documents explaining what the City is responsible for during the contract period. The Offeror must convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Phase.

ATTACHMENT J – MONTHLY RISK REPORTING SYSTEM GUIDE

Overview

The Monthly Risk Reporting System (MRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The MRRS does not substitute or eliminate Monthly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the MRRS is to allow the vendor to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the vendor (or entities subcontracted by the Vendor), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The Monthly report is an Excel file that must be submitted every week. The report is due every week once the Contract Award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report must be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Monthly Reports are to be emailed by Monday.

The Monthly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the Monthly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the vendor should not wait to submit the Monthly risk report. The vendor must contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the vendor (and its team).

ATTACHMENT K - DRAFT CONTRACT

The draft represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the contract prior to, or during, the award process, as necessary.

(Draft contract attached as a separate pdf.)

From:	LUJAN, PHILLIP M.
To:	LOVATO, JOANN D.
Cc:	MCDONALD, MELISSA A.
Subject:	FW: Horizons Inquiry
Date:	Wednesday, November 6, 2024 8:51:41 AM
Attachments:	image001.png image001.png

JoAnn,

This is the Horizons Declination for the RFP file.

Phillip M. Lujan
Parks Administrative Manager
505-690-5771

From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, November 5, 2024 3:56 PM
To: LUJAN, PHILLIP M. <pmlujan@santafenm.gov>
Subject: Re: Horizons Inquiry

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Phillip,

We will respectfully decline this opportunity.

Thank you,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

On Tue, Nov 5, 2024, 2:42 PM LUJAN, PHILLIP M. <pmlujan@santafenm.gov> wrote:

> Hello Matt,
>
> SOP from Parks for consideration: Comprehensive services for the City of Santa Fe's Fourth of July Celebration, currently planned at Santa Fe Place Mall, 4250 Cerrillos Road, Santa Fe, NM, 87507. The following tasks are required: Coordination with City Departments and Stakeholders, Event Planning and Execution, Marketing and Promotion, Sponsorship and Fundraising, & Budget Management.
>
> *Phillip M. Lujan*
> Parks Administrative Manager
> City of Santa Fe
> Parks and Open Space Division
> 505-955-2102 (office)
> 505-690-5771 (cell)

From:	DUTTON-LEYDA, TRAVIS K.
To:	LUJAN, PHILLIP M.
Cc:	LOVATO, JOANN D.; MCDONALD, MELISSA A.; joseph kashiwagi; SANCHEZ, KATHY S.; Jacob Kashiwagi; GABALDON, RACHEL D.
Subject:	Re: 4th of July RFP - Next Steps
Date:	Tuesday, November 5, 2024 2:24:35 PM
Attachments:	image001.png image002.png image001.png image002.png

Hi, this is professional.

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

https://santafenm.gov/finance-2/purchasing-1

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: MCDONALD, MELISSA A.
Sent: Friday, October 18, 2024 12:18 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: LUJAN, PHILLIP M. <pmlujan@santafenm.gov>
Subject: RFP for Kiwanis Club of Santa Fe

Hi Travis,
Thank you for your guidance on procuring these services. The Zozobra event is not included in this contract, and much of the workfor that event on our end is managed through the permit process.

Attached and below is the Scope of Work for the Fourth of July Celebration.

Scope of Work
The Contractor shall provide comprehensive services for the City of Santa Fe's Fourth of July Celebration, currently planned atSanta Fe Place Mall, 4250 Cerrillos Road, Santa Fe, NM, 87507. The following tasks are required:

1. Coordination with City Departments and Stakeholders

Coordinate with all relevant City departments, including but not limited to, Police, Fire, Security, Communications Division, Parks,Special Events Permits, Land Use Department, and other necessary divisions. Additionally, collaborate with commercial sites andother stakeholders to ensure smooth operations and safety for the event. Ensure communication and engagement withneighborhood and community groups by conducting at least one community ENN (Early Neighborhood Notification) meeting beforethe event.

1. Event Planning and Execution

Plan, coordinate, and execute all logistical aspects of the Fourth of July event, including:

* Hiring contractors for traffic control, sound and lighting services, musical entertainment, tent setup, and safety services.
* Arranging for porto potties, handwashing stations, and other necessary public facilities.
* Developing a comprehensive traffic control plan, including directing event traffic to utilize the trail access point underneath Rodeo Road for safe egress.

Options for Fireworks Show: Please provide separate costs for each alternative.

* Alternative #1: Plan and execute a traditional fireworks display.

* Alternative #2: Plan and execute a combined fireworks and drone display.
* Alternative #3: Plan and execute a drone-only display as an alternative to fireworks.

1. Marketing and Promotion

Develop and implement a targeted marketing plan to promote the event through social media platforms, print media, and radio outlets to ensure broad community awareness and attendance.

1. Sponsorship and Fundraising

Actively solicit contributions from private sector sponsors and businesses to offset event costs and help cover operational expenses.

1. Budget Management

Produce and maintain a balanced operating budget, reflecting all projected income (including private contributions and city funds) and expenses related to the event. Ensure financial transparency and cost-efficiency in the execution of the event.

Thank you,
Melissa

Melissa McDonald, PLA
Parks and Open Space Division Director
mamcdonald@santafenm.gov<mailto:mamcdonald@santafenm.gov>
505-303-9502
[Parks and Open Space - 2023 Logo - Print]

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: THE KIWANIS CLUB OF SANTA FE NM
DBA: THE KIWANIS CLUB OF SANTA FE NM

Business Location: 1401 SANTA CRUZ DR
Santa Fe, New Mexico 87505

CRS Number: 03226802005

Owner:

License Number: 241866

License Type: Business License - Renewable

Issued Date: November 26, 2025

Classification: Business Registration - Standard

Expiration Date: November 26, 2026

Fees Paid: $35.00

Description: Service Club that operates events in Santa Fe area. Zozobra, Dia de los Muertos, NYE on the Plaza.

THE KIWANIS CLUB OF SANTA FE NM

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2026

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 Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	**CONTACT NAME:** Lisa Christenson **PHONE (A/C, No, Ext):** 317-817-5172 **FAX (A/C, No):** 317-817-5151 **E-MAIL ADDRESS:** kiwaniscert@hylant.com
INSURED KIWAN03 Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Lexington Insurance Company — 19437 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 731782681 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER: District	Y		020744212	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Liquor Liability	$ 2,000,000 $ 500,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			020744212	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Self-Insured Retention			020744212	10/1/2025	10/1/2026	All Claims	$150,000

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

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
July 2nd-July 5th, 2026, or any future date(s) during the policy term.
Fourth of July 2026
Located @ City of Santa Fe (Franklin Miles Park)
Kiwanis Club of Santa Fe K00479

Certificate holder is listed as additional insured per the attached endorsement.
See Attached...

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
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

Judy K. Wilson

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AGENCY CUSTOMER ID: KIWAN03

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Hylant - Indianapolis	Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Primary and Non-contributory endorsement is attached.
Waiver of Subrogation endorsement is attached.

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ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2025

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG 2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

WAIVER OF SUBROGATION
(BLANKET)

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



Authorized Representative OR
Countersignature (In states where applicable)

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2025

Forms a part of policy no.: 020744212

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.

Authorized Representative OR
Countersignature (In states where applicable)

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 3/27/26

Project Title: HOUSING TRUST MORTGAGE REDUCTION

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AFH2624002

Grant ID: F2601

Approved By: ERIKA LUJAN (Mar 27, 2026 14:47:07 MDT)

CMT (Finance Use Only)

Department: AFH Project Manager: FAVIOLA CHAVEZ Ext: 6346

Project Date Range: 7/1/2025 to 9/30/2026 ☐ Create Fixed Asset

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

PROJECT TOTAL: 208072.18

Funding Source: HUD B25 CDBG % of Funding: 100

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 100,000.00

Funding Source: HUB 24 REPROGRAMMED FUNDING % of Funding: 100

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 108,072.18

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: GRANTS/SERVICES MUNIS ORG: 2402750 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: HUD B25 MC-35-003 CDBG ENTITLEMENT GRANT Awarded Amount: 633,475.00

AR Charge Code: 2402750.490520 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

Grantor Name: HUD B24-MC-35-003 REPROGRAMMED FUNDS Awarded Amount: 108,072.18

AR Charge Code: 2402750.490520 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

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

CITY OF SANTA FE

The Purchasing Memo

Date: March , 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Roberta Catanach, Project Administrator, Office of Affordable Housing RC

Via: Faviola Chavez, Director, Office of Affordable Housing Faviola Chavez Faviola Chavez (Mar 26 2026 17 40:09 MDT)

Subject: Community Development Block Grant (CDBG) Program Year 2025 - FY26

Vendor Name: Santa Fe Community Housing Trust

Munis Vendor Number: 1570

ITEM AND ISSUE:

The Office of Affordable Housing respectfully requests your review and approval of this CDBG contract in amount of $100,000 of 2025-26 Entitlement funds plus $108,072.18 of re-programmed funds from FY 2024 for a total of $208,072.18 for Mortgage Reduction Assistance for a minimum of eight (8) households at or below 80% AMI. Assistance will be capped at $25,000 per household, for a term of one year.

CONTRACT NUMBER:

The FY26 Munis contract number is **3260168**

BACKGROUND AND SUMMARY:

The Community Development Block Grant (CDBG) Program is funded annually by the U.S. Department of Housing and Urban Development (HUD) to support a wide range of housing and community development activities that benefit low- and moderate-income residents. The City of Santa Fe, along with more than 1,100 other jurisdictions nationwide, is designated as an "entitlement community," which means it receives a direct annual allocation of CDBG funds based on a formula that considers factors such as poverty level, population, housing overcrowding, age of housing stock, and population growth relative to other metropolitan areas.

The following CDBG applicants were deemed responsive and eligible for funding. Because the funding requests for CDBG far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Consolidated Plan. The City anticipates receiving **$633,475** in new CDBG funding for the upcoming fiscal year. Of this, **$126,695.00 (20%)** will be allocated for administrative costs.

In addition to the anticipated entitlement amount, the City proposes to:

- **Reprogram $135,957.33** in unspent funds from prior-year projects
- **Utilize $200,000** in anticipated program income from financing programs managed by Homewise and the Housing Trust.

This results in a total estimated funding amount of **$769,432.33** available for Program Year 2025–2026.

Recommended Project Allocations

Following a competitive Request for Proposals (RFP) process with review and recommendation by the Community Development Commission, the following projects are proposed for CDBG funding in Program Year 2025–2026:

- **Homewise** – $85,000 – Enerygy Efficiency Improvements
- **Interfaith Community Shelter – Summer Safe Haven for All –** $45,000
- **Santa Fe Community Housing Trust** – $100,000 of entitlement funds for FY 2025-26 (plus $108,072.18 from FY 2023 in reprogrammed funds for a total of $208,072.18
- **Santa Fe Habitat for Humanity – Home Repair Program** – $135,000
- **Santa Fe Public Schools Adelante Program – Expanded School Liaison Project** – $40,000
- **YouthWorks** – **Social Justice Kitchen Facility Renovation** – $101,780.00 of Entitlement funds for FY 2025-26 (plus $27,885.15 from FY 2024 in reprogrammed funds for a total of $129,665.15)

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: CDBG/242

Munis Org Name/Number: Housing Community Development Programs/2422750

Munis Object Name/Number: 490520/ 510400

Budget Officer / Designee: Andy Hopkins **Date:** 03/27/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

CDBG – RFP 25102 – Released on January 17, 2025; 9 submissions and 6 were selected for award based on Funding Feasibility, Performance Measurement, Demonstrated Capability, Meets National Objective, Leverage/Match

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 03/27/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? ☐ **Yes |** ☒ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ **Yes |** ☐ **No**

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ **Yes |** ☒ **No**

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ **Yes |** ☒ **No**

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: RFP

Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)

Subrecipient Agreement

Item # _____
Munis Contract # 3260168
RFP# 25102

AGREEMENT BETWEEN THE CITY OF SANTA FE, NEW MEXICO AND
SANTA FE COMMUNITY HOUSING TRUST FOR
MORTGAGE REDUCTION ASSISTANCE
2025 Funding Year
Program Dates: October 1, 2025 – September 30, 2026
CDBG Number: 14.218, Community Development Block Grant
UEI# QLN2YKMMJ8X6

THIS AGREEMENT, entered this ____day of _____, 2026 by and between the City of Santa Fe, a municipal corporation (herein called the "City") and Santa Fe Community Housing Trust (herein called the "Subrecipient").

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

I. SCOPE OF WORK

The intent for the use of these funds is to serve the entire spectrum of housing needs including those who are currently experiencing homelessness, renters, homebuyers, and homeowners.

The Community Development Block Grant (CDBG) regulations require that grantees expend not less than 70% of their annual CDBG grant fund for activities that benefit Low-moderate income persons (see 24 CFR 570.200(a)(3)). This is one of the key factors in selection of eligible

activities. The determination of LMI is based on a percentage of the area's Average Median Income (AMI). Specifically, the eligibility threshold is less than 80% of the current AMI.

The annual income must be verified for a person, family or household only for **direct benefit** activities such as homeownership assistance, home improvement, or receipt of public service. Income verification of the eligibility of individual persons, families or households is **not** needed for the following national objectives: area benefit, presumed limited clientele, slum/blight, or urgent need. According to HUD, presumed limited clientele include abused children, battered spouses, severely disabled adults, homeless persons, illiterate adults, persons with AIDS, migrant farm workers and the elderly.

ACTIVITIES

The subrecipient agrees to utilize CDBG funds for projects that serve low to moderate income residents or working within the Santa Fe City limits based on current HUD Area Median Income data for Santa Fe as follows:

a) Provide mortgage principal reduction assistance for a minimum of eight (8) households at or below 80% AMI. Assistance will be capped at $25,000.00 per household.
b) Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, addresses of assisted homes, and other demographic information as required by the city's CDBG quarterly form.

GENERAL ADMINISTRATION

A. National Objectives

The authorizing statute of the CDBG program requires that each eligible activity (other than planning and program administration) meet a National Objective. For this Agreement, the applicable National Objective is Benefit Low- and Moderate-Income (LMI) persons through LMI Housing (owner-occupied rehabilitation/home repair) under 24 CFR 570.208(a)(3).

The Subrecipient certifies that all assisted units under this Agreement will be owner-occupied by income-eligible LMI households (≤80% AMI) and that income eligibility will be verified and documented at the time assistance is provided, consistent with 24 CFR 570.506 and City requirements.

The Subrecipient shall not claim Slum/Blight or Urgent Need for this scope unless directed and approved in writing by the City in advance and supported by complete file documentation meeting HUD requirements.

The national objective of the Community Development block Grant program by benefiting low and moderate-income persons.

By providing services to current homeowners that are low-income to prevent displacement, provide continued housing stability and improve quality of life with much needed home improvements and property rehabilitation. This project, as outlined in the contract, will support:

- Benefiting low- and moderate-income (LMI) persons or households

By reducing housing cost burdens and promoting housing stability through their mortgage reduction program.

B. Levels of Accomplishment – Goals and Performance Measures

Project performance will be measured through quarterly progress reports. Oversight will also include a site visit, audit interviews, and periodic communications regarding expenditures, invoices, and any successes or challenges related to the project. These measures will help ensure the project is executed within the contractual period.

C. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not

taken by the Subrecipient within a reasonable period of time (e.g., 30 days) after being notified by the City, contract suspension or termination procedures will be initiated.

II. PERIOD OF PERFORMANCE

Services of the Subrecipient shall start on the date of this Agreement and end on the 30th day of September 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. WORK PLAN & BUDGET

A. **Work Plan**: The Subrecipient shall provide the City, within sixty (60) days from signing this Agreement, a revised work plan outlining the major tasks or activities, the measurable objectives for each task or activity, and the time frames to be taken by the Subrecipient in the performance of this Agreement. Included in this report should be information regarding how much funding was leveraged during the program year and from which sources.

B. **Program Budget**: the following budget shall guide the implementation of funded activities and directly reflect the Application submitted by the Subrecipient when it applied for CDBG funds. Any budget amendments shall be submitted in writing to the Office of Affordable Housing for approval.

LINE ITEM	AMOUNT
Salaries/Wages and Fringe Benefits	$
Fringe Benefits	$
Office Space (Program only)	$
Utilities	$

Communications	$	
Reproduction/Printing	$	
Supplies and Materials	$	
Mileage	$	
Audit	$	
Other (Specify): Down Payment Assistance Reprogramed 2023 CDBG EN award number B-23-MC-35-0003	CDBG EN: QLN2YKM	$100,000
	Additional Funds: 2023	$108,072.18
Indirect Costs (Specify)	$	
Total	$208,072.18	

Any indirect costs charged must be consistent with the conditions of Paragraph VII (C)(2) of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient.

IV. PAYMENT

The City shall pay to the Subrecipient 2023 CDBG reprogrammed for $108,072.18 and 2025 CDBG Award of $100,000.00 for services satisfactorily performed, such compensation shall not exceed $208,072.18. The total amount payable to the Subrecipient under this Agreement, including gross receipts tax and expenses, shall not exceed $208,072.18 This amount is a maximum and not a guarantee that the work assigned to be performed by the Subrecipient under this Agreement shall equal the amount stated herein. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the

line-item budgets specified in Paragraph III and in accordance with performance. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

The parties do not intend for the Subrecipient to continue to provide services without compensation when the total compensation amount is reached. The Subrecipient is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Subrecipient be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, electronic mail, facsimile, or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending.

Communication and details concerning this contract shall be directed to the following contract representatives:

For the City:

City of Santa Fe
Office of Affordable Housing
P.O. Box 901
Santa Fe, New Mexico 87504-0909

For the Subrecipient:

Santa Fe Community Housing Trust
6005 Jaguar Drive, Suite 101
Santa Fe, NM 87507

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of 24 CFR 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the

provisions of 24 CFR Part 58. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement. If the Subrecipient fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

E. Professional Liability

The Subrecipient shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under the Agreement.

F. Insurance & Bonding

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200., the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and physical damage. If services contemplated under this Agreement will be performed on or in City facilities or property, the Subrecipient shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

1. ***Commercial General Liability*** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01, with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe and their officials, officers, employees, and agents as additional insureds.
2. ***Broader Coverage and Limits***. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.
3. Contractor shall maintain the above insurance for the term of this Agreement, name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

G. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

H. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body, or its designee. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient. A request for an amendment must be done in writing and at least 90 days before the end of the agreement.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before this effective date of such termination. Partial terminations of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other material prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City, and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe that Subrecipient is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

In keeping with 2 CFR Part 200, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reasons, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Subrecipient agrees to comply with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" except as modified in 24 CFR 570.502. Federal award flow-downs (scope applicable). The Subrecipient shall: (i) maintain an active Unique Entity Identifier (UEI) and registration in SAM.gov when required for this award; (ii) certify that it and its principals are not debarred or suspended and comply with 2 CFR Part 180 and 2 CFR Part 2424; (iii) comply with the Mandatory Disclosure requirements at 2 CFR 200.113; and (iv) maintain effective internal controls over the Federal award consistent

with 2 CFR 200.303. The City may withhold payment, disallow costs, or require repayment for noncompliance or unsupported costs.

1. Accounting Standards

The Subrecipient shall comply with 2 CFR Part 200.300 (Subpart D) and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

The Subrecipient shall comply with procurement standards and procedures set forth by the City. These standards reflect applicable State and local laws and conform to applicable Federal law and the procurement standards at 2 CFR 200.318–200.327. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR Part 200.400 (Subpart E) and agrees it is responsible for the efficient and effective administration of the Federal funding through the application of sound management practices and for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the award. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Procurement

The Subrecipient shall comply with procurement standards and procedures set forth by the City. These standards reflect applicable State and local laws and conform to applicable Federal law and the standards identified in 2 CFR 200.318-200.327. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards. Specific methods of procurement to be followed are further detailed below.

4. Audit Requirements

The Subrecipient shall comply with 2 CFR Part 200.500 (Subpart F).

The Subrecipient shall comply with procurement standards and procedures set forth by the City. These standards reflect applicable State and local laws and conform to applicable Federal law and the procurement standards at 2 CFR 200.318–200.327. Procurement transactions must be conducted in a manner providing full and open competition consistent with the standards.

The Subrecipient will provide the City with a copy of the required audit within thirty days of completion. The City shall have the right to conduct its own audit at any time.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Sub recipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments

5. Subrecipient Match Requirement

Applicants are encouraged to secure matching funds from public and/or private resources (such as financing, supplies, or services). At a minimum, only signed and dated letters of firm commitments will be considered as proof of match compliance, as outlined in CDBG Grant Application. The Community Development Block Grant (CDBG) Program administered by the City does not allow Federal sources to be used as matching funds.

All matching funds, including in-kind contributions, must conform to the City's CDBG Program requirements. Matching funds may come from a variety of sources, including:

- Public (non-Federal), private and nonprofit entities;
- State and local housing finance agencies;
- Local Governments;
- Foundations;
- Colleges and universities;
- Financial institutions or banks; and
- Other private funders.

Subrecipients will be required to show evidence that they committed matching resources and used them for their intended purposes through monthly expenditure reports as the project/program proceeds. For example, if the uses of CDBG funds includes salaries and benefits, Subrecipient will need to provide matching funds documentation for salaries and benefits. Sources of match funds may be substituted after grant award, as long as the dollar commitment is met.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- **a.** Records providing a full description of each activity undertaken;
- **b.** Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- **c.** Records required to determine the eligibility of activities;
- **d.** Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- **e.** Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- **f.** Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- **g.** Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of four (4) years, consistent with 24 CFR 570.502 and 24 CFR 570.506. The retention period begins on the date of submission of the City's annual performance report to HUD (CAPER) in which the activities assisted under this Agreement are reported for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever is later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the listed Federal laws unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Federal, State, and Local Laws and Regulations Compliance

This contract is subject to and shall be performed in accordance with all applicable federal, state, and local laws, regulations, and ordinances governing the Community Development Block Grant (CDBG) program, including but not limited to:

a. **Federal Authorities**

- Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301 et seq.)
- CDBG Program Regulations (24 CFR Part 570)
- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Environmental Review Procedures (24 CFR Part 58)
- Civil rights, labor standards, Davis-Bacon Act, ADA, Section 3, etc.

b. **State Authorities**

- Construction Industries Licensing Act (New Mexico)
- License requirements under state law; performance and payment bond requirements under NM statutes

c. **Local Authorities – City of Santa Fe / Santa Fe County**

- Compliance with City/County building, zoning, land use, safety, and historic preservation codes and obtaining all required local permits.
- Contractor and subcontractor licensing valid under NM and any local licensing requirements.
- Compliance with Santa Fe County's Living Wage Ordinance for contracts required by the county.

- Adherence to local ordinances for affordable housing and trust fund programs, including the City's Affordable Housing Trust Fund Ordinance and Community Development Commission rules (SFCC 26).
- Compliance with the Local Economic Development Act (LEDA) if relevant to the project.
- Avoidance of contractual provisions that violate NM Statutes § 57-28A-1 (i.e. requiring another state's law or litigation outside New Mexico).

The Contractor agrees to comply with all the above laws and regulations and any future amendments thereto. Any failure to comply may be cause for contract revision, withholding payment, or termination, at the discretion of the Grantee.

6. Property Records

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexplained program income, property, equipment, etc.) shall revert to the City upon termination of this contract. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in in 24 CFR 570.503(b)(8)as applicable.

7. Closeouts

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

8. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report monthly draws and all program income (as defined at 24 CFR 570.500(a))

DISPOSITION OF PROGRAM INCOME:

a. At the end of the CDBG Program Year, the City may require remittance of all, or part of any program income balances (including investments thereof) held by the subrecipient except those needed for immediate cash need, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash balances held for Section 108 security needs. Any program income on hand when the Contract expires, or received after the Contract's expiration, must be paid to the City as required by 24 CFR § 570.503(b)(7).

b. Any 'program income' as defined in 24 CFR 570.500 (as and if amended) directly related to and derived from the Subrecipient Grant that the Subrecipient is permitted to retain must, subject to Section 8 hereof, be used by the Subrecipient for an eligible activity permitted under 24 CFR 570.201, consistent with the Scope of Work. Such

program income will be subject to all applicable laws and regulations covering the use of Community Development Block Grant funds ("CDBG funds").

REVERSION OF ASSETS:

a. Upon termination or expiration of this Contract, the Subrecipient will transfer to the City any portion of the Subrecipient Grant on hand and any accounts receivable attributable to the use of the Subrecipient Grant, including "program income".

b. The City, in its sole discretion, may permit the Subrecipient to retain possession of any equipment purchased pursuant this Contract. Such permission will be contingent upon the equipment's continued use to provide an eligible CDBG Program activity throughout the useful life of the equipment.

c. If permission to retain equipment is not granted as described in Section 8(b), the Subrecipient will, upon written request, deliver the equipment within fifteen (15) days.

d. If permission to retain equipment is granted as described, and the equipment's use for an eligible activity ceases prior to the useful life of the equipment expires, the Subrecipient will pay the City an amount equal to the fair market value of the equipment as measured at the time that the eligible use ceased.

e. In all cases in which equipment acquired, in whole or in part, with funds under this Contract is sold, the proceeds will be program income (prorated to reflect the extent that funds received under this Contract were used to acquire the equipment). At the expiration of the useful life of any equipment retained by the Subrecipient, the Subrecipient, in its discretion, will retain or dispose of the equipment.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

4. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and property of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible. It is expressly understood by the parties to this Agreement that any disallowed cost determined as ineligible, unallowable, unsupported, or not allocable to the approved scope, the Subrecipient shall repay such amounts to the City upon demand. The city may withhold, offset, or recapture payments to satisfy disallowed costs and may require corrective action consistent with 2 CFR Part 200 and 24 CFR Part 570.

5. Expenditures

The Subrecipient may be reimbursed for pre-award costs under and subject to 24 CFR 570.200(h)(1) before the period set forth in this Agreement, up to a maximum of $300,000. The Subrecipient may incur any additional costs above the maximum amount allowed for pre-award expenses only during the period set forth in the Agreement. Funds obligated but not disbursed at the end of the Agreement period shall be retained by the City. After the close of the Agreement period any unexpended fund balance remaining shall become the property

of the City subject to the stipulations of any Agreements which the City has executed with regard to the funds.

At minimum, fifty percent (50%) of the Subrecipient's grant allocation must be drawn down by the sixth month of the program. Failure to meet this expenditure requirement may result in the forfeiture of your entire grant award.

6. Progress Reports

The Subrecipient shall submit Quarterly Progress Reports to the City in the form, content, and frequency as required by the City.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall comply with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the City deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the City deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the
requirements in 24 CFR 570.606(d) governing optional relocation policies. The City may preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

IX. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975,

Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in

President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subrecipient will send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the ad- ministration of the program for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance pro- vided under this contract, shall comply with Federal

requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. HUD Act of 1968 Section 3

a. **Compliance.** Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this contract shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's Subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient, and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection

with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications.** The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts.** The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not approve any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. **Approvals.** The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. **Monitoring.** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content.** The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process.** The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act.

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position

to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

d. Lobbying Certification. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.;

2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.
4. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

B. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

C. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIII. WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. NEW MEXICO TORT CLAIMS ACT

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

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the City and the Subrecipient have executed this Contract on the dates set forth below.

CITY OF SANTA FE

MICHAEL GARCIA, MAYOR

SUBRECIPIENT:
SANTA FE COMMUNITY HOUSING TRUST

Roman Abeyta
Roman Abeyta (Mar 25, 2026 13:51:49 MDT)

ROMAN ABEYTA
EXECUTIVE DIRECTOR

DATE: Mar 25, 2026

NMBTIN# 85-0392520

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews
Ruby Crews (Mar 25, 2026 13:53:29 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Mar 27, 2026 16:13:42 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 4/22/2025

Project Title: Housing Trust - Mortgage Reduction

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AFH2624002
Grant ID: F2601
Approved By: ERIKA LUJAN (Feb 18, 2026 16:49:39 MST)
CT (Finance Use Only)

Department: Office of Affordable Housing Project Manager: ~~Rocio Gosende~~ RUBEN MACIAS Ext: 629.7379

Project Date Range: July 1, 2025 to June 30, 2026 ☐ Create Fixed Asset

---

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

Funding Source: HUD B24 reprogrammed funds % of Funding:

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 116952.84

Funding Source: CDBG % of Funding: 100%

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: $100,000

Expense String Phase: PROJECT TOTAL: 216952.84 ✓

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: 1 GRANTS/SERVICES MUNIS ORG: 2402750 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: HUD CDBG B-25-MC-35-003 Awarded Amount: 633,475.00

AR Charge Code: 2402750.490520 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
INSURED Santa Fe Community Housing Trust PO Box 29237 Santa Fe, NM 87592	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Underwriters Insurance Company — 30104 INSURER B : New Mexico Mutual Casualty Company — 40627 INSURER C : Hudson Excess Insurance Company — 14484 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		34SBAAP5BFS	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			34SBAAP5BFS	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	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 If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0099999107	6/27/2025	6/27/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			EEB14142 04	1/1/2026	1/1/2027	Each Wrongful Act	1,000,000

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

*CYBER LIABILITY #ESN0040211985- 01/05/2025 – 1/5/2026- General Aggregate Limit: $1,000,000 Aggregate Retention: $2,500

CERTIFICATE HOLDER

City of Santa Fe Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 4/22/2025

Project Title: Housing Trust - Mortgage Reduction

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AFH2624002
Grant ID: F2601
Approved By: ERIKA LUJAN (Feb 18, 2026 16:49:39 MST)
CT (Finance Use Only)

Department: Office of Affordable Housing Project Manager: ~~Rocio Gosende~~ RUBEN MACIAS Ext: 629.7379

Project Date Range: July 1, 2025 to June 30, 2026 ☐ Create Fixed Asset

---

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

Funding Source: HUD B24 reprogrammed funds % of Funding:

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: 116952.84

Funding Source: CDBG % of Funding: 100%

MUNIS ORG: 2402750 MUNIS OBJ: 490520 Awarded Amount: $100,000

Expense String Phase: PROJECT TOTAL: 216952.84 ✓

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: 1 GRANTS/SERVICES MUNIS ORG: 2402750 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: HUD CDBG B-25-MC-35-003 Awarded Amount: 633,475.00

AR Charge Code: 2402750.490520 ☑ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700024 Federal CFDA (if applicable): 14.218

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2025

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.

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PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: PHONE (A/C, No, Ext): (505) 982-4296 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS:
INSURED Santa Fe Community Housing Trust PO Box 29237 Santa Fe, NM 87592	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Hartford Underwriters Insurance Company — 30104 INSURER B : New Mexico Mutual Casualty Company — 40627 INSURER C : Hudson Excess Insurance Company — 14484 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		34SBAAP5BFS	1/1/2026	1/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			34SBAAP5BFS	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	[ ] 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 [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0099999107	6/27/2025	6/27/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liab			EEB14142 04	1/1/2026	1/1/2027	Each Wrongful Act	1,000,000

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

*CYBER LIABILITY #ESN0040211985- 01/05/2025 – 1/5/2026- General Aggregate Limit: $1,000,000 Aggregate Retention: $2,500

CERTIFICATE HOLDER

City of Santa Fe Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

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A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

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This insurance does not apply to:

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(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises;

(b) In the performance of your ongoing operations performed by you or on your behalf; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the “bodily injury”, “property

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damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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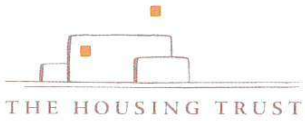


CITY OF SANTA FE

OFFICE OF AFFORDABLE HOUSING
Request for Proposals

Affordable Housing Trust Fund (AHTF)
RFP# 26006

Santa Fe Community Housing Trust
Public Proposal

August 1, 2025

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror should complete and submit this Attachment. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

☒	Attachment A	Proposal Cover Page, Declaration, & Checklist
☒	Attachment B	Campaign Contribution Disclosure Form
☒	Attachment C	Conflict of Interest
☒	Attachment D	Non-collusion Affidavit
☒	Attachment E	Reference List
☒	Attachment F	Project Capability Submittal Checklist and Format
☒	Attachment G (1)	Scope/Level of Expertise (LE) Plan
☒	Attachment G (2)	Investment Impact Metrics & Budget Summary

RFP # 26006

505-989-3960
Phone Number

Santa Fe Community Housing Trust
Company Name

6005 Jaguar Drive, STE 101
Mailing Address

85-0392520
FEIN

Santa Fe, New Mexico 87507 United States
City and Country

02-171649-00-8
NMBTIN (fka CRS)

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A **Contractually Obligate**	B **Negotiate***	C **Offeror Key Personnel Lead**	D **Clarify/Respond to Queries***
Name	Roman Abeyta	Roman Abeyta	Angela Peinado	Angela Peinado
Title	Chief Executive Officer	Chief Executive Officer	Director of Operations	Director of Operations
Email	rabeyta@housingtrustonline.org	rabeyta@housingtrustonline.org	apeinado@housingtrustonline.org	apeinado@housingtrustonline.org
Telephone	505-989-3960	505-989-3960	505-412-2888	505-412-2888

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they should be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
X The following subcontractors will be used in the performance of any resultant contract:
Arete Homes of Santa Fe for Tier I portion
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)
Current and previous contracts with the City of Santa Fe
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors and Draft Contract contained in this RFP; and
  I acknowledge receipt of all amendments to this RFP, if any.

_____ 7/29, 20 25
Authorized Signature and Date (*Should be signed by the individual identified in item #2.A, above.*)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, Section 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE RFP AND MUST BE SUBMITTED BY ANY OFFEROR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money. or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of

their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

"**Pendency of the procurement process**" means the time between the public notice of the RFP and ending with the award of the contract or the cancellation of the RFP.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in NMSA 1978, Sections 13-1-28 through 13-1-199.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Not Applicable for the Santa Fe Community Housing Trust

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

_____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

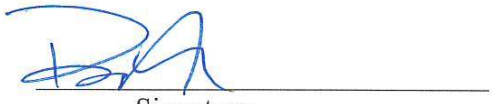
(Attach extra pages if necessary)

Signature Date

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

7/29/25

Date

Chief Executive Officer
Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign, and return with your proposal.

The City policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Roman Abeyta, Chief Executive Officer certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

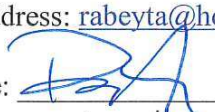
Company Name: Santa Fe Community Housing Trust

Authorized Representative/Title: Roman Abeyta, Chief Executive Officer

Phone Number: 505-989-3960

Fax Number: None

Email Address: rabeyta@housingtrustonline.org

Signature: 

Date: 7/29/25

The above information is subject to verification by the City. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign, and return with your proposal.

The City policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Angela Peinado, Director of Operations certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: Santa Fe Community Housing Trust

Authorized Representative/Title: Angela Peinado, Director of Operations

Phone Number: 505-989-3960

Fax Number: None

Email Address: apeinado@housingtrustonline.org

Signature: Angela Peinado

Date: 7/29/25

The above information is subject to verification by the City. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign, and return with your proposal.

The City policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Section 10-16 et seq and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the authorized representative, all key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest. Each key personnel must also certify that there is no conflict of interest in connection to this RFP and/or resultant contract. If there is a conflict with the Project, then the authorized representative and known key personnel needs to describe the conflict.

The Offeror agrees that, if after award, an organizational conflict of interest is discovered, the authorized representative makes an immediate and full written disclosure to the City that includes a description of the action taken to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. If Offeror's personnel was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Dina Gurule-Trujillo, Director of Development certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded as a result of this RFP. For the duration of this firm's involvement in the resultant contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is proposing or associated with an or Offeror on the contract.

I certify that this firm will keep all procurement and contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the contract. I understand that if this firm leaves this agreement before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the CPO, via email, purchasing@santafenm.gov immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: Santa Fe Community Housing Trust

Authorized Representative/Title: Dina Gurule-Trujillo, Director of Development

Phone Number: 505-989-3960

Fax Number: None

Email Address: dgtrujillo@housingtrustonline.org

Signature: Dina M. Gurule Trujillo

Date: 7/22/25

The above information is subject to verification by the City. If the City finds a misrepresentation, the proposal may be automatically disqualified from the procurement process or the contract may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, sign, and return with your proposal.

I hereby affirm that: I am the Chief Executive Officer (insert title) and the duly authorized representative of Santa Fe Community Housing Trust (insert organization's name) whose address is 6005 Jaguar Drive, Ste 101, Santa Fe, New Mexico 87507 . And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name ROMAN ABEYTA

Title Chief Executive Officer

Date 7/29/25

ATTACHMENT E – REFERENCE LIST

The Offeror must provide at least three (3) references who can verify the narratives listed in section G(1): Scope/Level of Expertise.

	Name	Title	Company	Email	Phone Number
1	Rob Gibbs	Owner	Arete Homes of Santa Fe	rob@aretehomesofsantafe.com	505-629-5292
2	Daniel Osborn	Housing Program & Special Program Manager	County of Los Alamos	Daniel.osborn@lacnm.us	505-709-7076
3	Steve Ellis	Contractor	HOPWA Program	Steven.ellis@cloudburstgroup.com	207-518-8640
4	Rose Mari Gonzales	Former Board President	Santa Fe Community Housing Trust	gonielsen@comcast.net	505-470-1934
5	Yvette Quesada	Housing Counseling Program Manager	RCAC	Yvette.quesada@rcac.org	951-401-1316
6	Alexandra Ladd	Santa Fe County	Santa Fe County	aladd@santafecountynm.gov	505-986-6225
7	Kimbery Dominguez	Client	Santa Fe Community Housing Trust	Kgdominguez2678@gmail.com	505-470-1934

ATTACHMENT F – PROJECT CAPABILITY SUBMITTAL COMPLIANCE AGREEMENT CHECKLIST AND FORMAT

The Offeror should complete and submit this checklist along with the Project Capability (PC) Submittal. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) completed as instructed?	☒ Yes	☐ No
2. Do you understand that you should use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses?	☒ Yes	☐ No
3. Do you understand that the contents of PC Submittal will become part of the Contract?	☒ Yes	☐ No
4. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements or any of the Pass/Fail Criteria?	☒ Yes	☐ No

THE HOUSING TRUST

ATTACHMENT G (1)

TIER 1 – SCOPE AND LEVEL OF EXPERTISE PLAN (SC/LE) FOR THE SANTA FE COMMUNITY HOUSING TRUST (SFCHT)

Team Qualifications & Relevant Projects

At the end of 2022, the SFCHT Board of Directors hired a new Chief Executive Officer who created new goals for building development and lending that has been thriving after two years in the position. Roman "Tiger" Abeyta is a former City Counselor, Executive Director with the Boys and Girls Club, and President of the Santa Fe School Board as well as having served on additional boards. He is well versed in the needs of Santa Fe, especially when it comes to affordable housing.

There are three Directors on staff, one who oversees the operations (Angela Peinado), one who oversees the Assets (Jessica Herrera), and the other who oversees the Development section (Dina Gurule-Trujillo). Angela has experience with grant management and ensures compliance in both program/project and financial expenditures. Jessica brings experience in real estate and Dina brings a wealth of knowledge as a former director with the Boys and Girls Club as well as previous banking experience. This section has seen the most growth by working with land lease clients, the development of Arroyo Oeste Phase I and overseeing other properties owned by the SFCHT. Also on staff is a Finance Director (Suzy Sanchez) who is well versed in accounting and audits for non-profit organizations.

An article from the Santa Fe Reporter in July 2023 states, the Santa Fe Community Housing Trust credits its success to the trust fund. Its Arroyo Oeste Phase I project, almost sold out in Tierra Contenta north of Swan Park, provided 40% of its 20 homes to clients who qualify under the affordable housing requirements. "We went back to the city and fortunately we were able to use the Affordable Housing Trust Fund to help fill that gap between the subsidized sales price and the cost of producing the home, and that made it a reality," Chief Executive Officer Roman Abeyta says.

Arroyo Oeste is in the master-planned community of Tierra Contenta and has been a collaboration between Arete Homes of Santa Fe and the SFCHT. The site development was completed in December 2021 and construction of 20 new (which includes 8 affordable houses) single-family homes began in 2023. There are three floor plans with options to upgrade. See photos included.

The partnership with Arete Homes of Santa Fe will continue for the next part of Arroyo Oeste Phase II. Arete Homes of Santa Fe is a locally owned and operated residential development firm with a proven track record of delivering high-quality, energy-efficient homes across Santa Fe. Founded in 2015 by Robert (Rob) Gibbs, a third-generation homebuilder with more than 30 years of experience in the region, Arete Homes builds on a legacy of over 1,500 homes in 26 communities through previous ventures including Robert & Sons, LLC and BT Homes. The

company specializes in the full spectrum of master-planned community development, from entitlement and infrastructure to home construction and sales. Known for its thoughtful designs and durable construction, Arete Homes offers both custom and semi-custom floorplans optimized for open living, aging in place, water-wise landscaping, and high-efficiency performance. The company has delivered successful developments such as Arbolitos at Las Estrellas, Valverde at Las Campanas, Cañada Bonita, and the in-progress Arroyo Oeste, the mixed-income community developed in partnership with the Santa Fe Community Housing Trust. With its name inspired by the Greek concept of virtue and excellence, Arete Homes reflects a commitment to community-focused planning, sustainable design, and long-term value. The company and its founder have been recognized repeatedly by the Santa Fe Area Home Builders Association, including multiple Builder of the Year awards and top honors in the Parade of Homes for design, water and energy efficiency. As an established and highly regarded builder, Arete Homes offers deep local expertise and end-to-end project capability that make it a valuable partner in housing development initiatives throughout northern New Mexico.

In addition to Arroyo Oeste Phase I and Phase II, the SFCHT has been involved in several past projects related to affordable apartment housing. These include the Village Sage, Soleras Station and Stagecoach Apartments, all of which utilize project-based vouchers for subsidized rentals. The SFCHT partnered with the city to acquire and convert the Santa Fe Suites motel into affordable housing and played a role in the Siler Yard project, creating live/workspace for artists. There are several remodels the SFCHT has been a part of within the last year which include lots at Kachina Ridge, Arroyo Son Risa, Calle de Resolana, Valle Vista, Cree Circle, and Jacona Farms.

Clarity, Logic & Execution Strategy

The SFCHT with the partnership of Arete Homes of Santa Fe has approximately 70% of Arroyo Oeste Phase I completely sold and built. Phase II planning and design is completed with the official groundbreaking scheduled for August or September 2025. With the assistance of the City of Santa Fe affordable housing trust fund, this final phase completes a multi-year, multi-phase vision for an inclusive neighborhood that promotes equity, stability, and sustainability. The built-in continuity (same location, design, partners, and mission) creates a seamless path to completion, occupancy, and long-term success.

The Director of Development successfully oversaw Phase I and with the same team in place, in-house construction oversight, fiscal and compliance staff will ensure transparent progress tracking. All decision-making protocols and contingencies are already in place to address potential permitting, procurement, or weather delays. All zoning approvals were secured during Phase I. Environmental assessments, infrastructure planning (including utilities), and lot subdivision have been incorporated into the master plan, minimizing predevelopment hurdles for Phase II. Progress will be monitored through on-site inspections, contractor monthly reports and will continue to emphasis energy efficiency, water conservation, and healthy home design in alignment with the City's sustainability goals.

Forty percent (40%) of affordable homes available will be priced for households earning 120% or below the Area Median Income (AMI). The SFCHT certified housing counselors will support buyers through financial counseling, mortgage readiness, and coordination with other subsidy programs. Homes will be made available to those clients who live and work in Santa Fe.

Financial oversight will include funds being tracked in Quickbooks and reviewed monthly against project budgets. The SFCHT will submit quarterly financial and narrative reports to the City along with annual compliance certifications. By leveraging the AHTF funds will allow the SFCHT to maintain affordability ensuring public funds translate into lasting community assets.
The success of Arroyo Oeste Phase II will be measured through clearly defined, quantifiable outcomes tied to construction milestones, affordability targets, and long-term benefits to low- and moderate-income households. Our evaluation strategy includes both internal tracking and external reporting mechanisms to ensure transparency, accountability, and alignment with the goals of the Affordable Housing Trust Fund (AHTF).

At the core of the SFCHT outcome strategy is a commitment to producing high-quality, energy-efficient homes that remain permanently affordable to income-qualified households. We will complete and sell eight new homes, all priced to be accessible to families earning at or below 120% of the Area Median Income (AMI). Every home will be protected by a long-term affordability covenant, typically 99 years, that ensures the City's investment continues to serve the community generation after generation.

Progress will be tracked through a robust system of internal project management tools. Our Director of Development along with our partner Arete Homes of Santa Fe maintains a digital dashboard that logs construction milestones, buyer selection timelines, and financial benchmarks. This allows the team to monitor key activities such as groundbreaking, vertical construction stages, utility connections, inspections, and closings. Each milestone is paired with a target completion date, and progress is reviewed weekly.

In addition to the physical completion of homes, the SFCHT will measure success through buyer readiness and stability. Each home buyer will complete pre-purchase counseling and receive assistance navigating financing options. This is tracked using MPact Pro Software for client management. The SFCHT will also monitor the diversity of buyer households to ensure that historically underserved populations are equitably served. Post-closing, buyers are invited to provide feedback through voluntary surveys to help us evaluate satisfaction and long-term support needs.

Reporting to the City of Santa Fe will occur quarterly and include narrative updates, construction progress reports, photographic documentation, and budget-to-actual financials. These reports will demonstrate not only whether the project is on schedule and within budget, but also how it is fulfilling the broader goals of equity, affordability, and community stabilization. In the long term, the SFCHT defines success as the preservation of affordability, the creation of stable homeownership for working families, and the strengthening of neighborhood cohesion. These outcomes are not abstract as they are visible in the families who remain in Santa Fe

because they were able to afford a home, in the children who can stay in their schools, and in the workforce that can continue contributing to the local economy.

We believe Arroyo Oeste Phase II represents more than just housing; it represents a measurable, lasting investment in Santa Fe's future.

Affordability Duration

All homes in Arroyo Oeste Phase II will be preserved as permanently affordable through 99-year affordability covenants recorded on the deed at the time of purchase. These covenants are renewable upon resale, effectively ensuring that the affordability of each unit is retained in perpetuity and benefits multiple generations of Santa Fe families.

The SFCHT uses a shared equity homeownership model, in which buyers agree to specific resale and occupancy conditions in exchange for the ability to purchase a home at a deeply subsidized, below-market price. These conditions include:

- Primary residency requirement (no rentals or investor ownership)
- Maximum resale price formula, which limits appreciation to a fixed rate or index tied to local income growth
- SFCHT first option to purchase, allowing the Trust to identify the next eligible buyer and ensure compliance with income and occupancy standards
- Continued income targeting, so all future buyers remain at or below 120% of Area Median Income (AMI)

This model prevents speculative resale and protects the public investment provided through AHTF and other funding sources. It also promotes long-term housing stability, intergenerational wealth building, and community continuity for working families who might otherwise be priced out of Santa Fe's housing market.

The SFCHT has administered affordability covenants for more than 30 years and maintains an active portfolio of resale-restricted homes. We have dedicated compliance staff and annual monitoring protocols in place to ensure enforcement and support for homeowners over time.

Through this long-term stewardship structure, every home in Arroyo Oeste Phase II will remain affordable not just for the first buyer, but for all future owners preserving affordability and equity in the Santa Fe housing market for decades to come.

Leverage

The 3:1 ratio for the requested 900,000 will include a mix of public and private funding sources:

New Mexico MFA	$1,000,000.00
SFCHT Operating Funds for personnel services and benefits, developer fees, resale proceeds, and earned income.	$1,700,000.00
TOTAL	$2,700,00.00

The SFCHT uses the HUD definition of affordable housing as homes where the occupant is paying no more than 30% of gross income for housing costs, including utilities. As a measure of gross income, it is meant to measure affordability for those at the median household income or below. As part of the intake process the staff obtains recent credit reports and works with the client to develop a budget. The budget is an important component of the one-on-one counseling session and is necessary so that the client and counselor can review the client's current spending patterns and create a spending plan that allows the client to take charge of their financial situation in both the short- and long-term. They also discuss the client's financial goals and develop an action plan for overcoming challenges, so the client can achieve their goals. Budgets allow both the client and counselor to clearly identify what the client's affordability is, determine how achievable their housing goal is, and identify if/where adjustments are needed.

The AMI is obtained by getting the household's annual income.

- Step One: Total Annual Income

Adult 1 $960 per month X 12 months = $11,520

Adult 2 $15/hour X 40 hours/week X 52 weeks/year = $31,200

Total $11,520 + $31,200 = **$42,720**

Then the staff uses an updated AMI table to find the percentage based on the household size.

The staff then calculates the debt ratio by dividing the total debt by total assets. A good ratio of below 30% is excellent and above 40% is critical and work needs to be completed.

Investment Impact

The SFCHT is requesting $900,000.00 in AHTF funds to support the final construction and affordability of eight homes. This equates to approximately $112,500 per household, which is substantially lower than the cost of producing new units from the ground up in a stand-alone development. By leveraging the site preparation, permitting, and design work, the per unit cost of public subsidy is significantly reduced without sacrificing quality or sustainability.

The additional funding sources currently used for Phase II included the $600,000.00 awarded in 2024-2025 as well as securing a $1 million loan from the New Mexico Finance Authority (MFA) through their state capital awarded appropriation for the 8 affordable houses.

The $900,000 in AHTF funds requested will be strategically allocated to ensure the successful construction and affordability of homes in Arroyo Oeste Phase II. Funds will be used exclusively for eligible hard and soft costs directly associated with the production of permanently affordable homeownership units for income-qualified Santa Fe households.

Anticipated uses include:

- Construction Costs: A portion of AHTF dollars will be applied toward vertical construction expenses, including framing, roofing, finishes, and mechanical systems—directly reducing the cost burden passed on to low-income buyers.
- Affordability Subsidy: AHTF funds will help bridge the gap between actual construction costs and what income-eligible buyers can afford. This ensures homes remain affordable to households earning below 120% of AMI without compromising quality.
- Site Preparation and Permitting: If needed, a portion of funds may support final site prep, inspections, and permit-related expenses associated with Phase II completion.

All AHTF expenditures will be tracked, documented, and reported in accordance with City requirements, and the SFCHT is prepared to submit invoices, financial statements, and compliance data on a quarterly basis. The use of funds is both appropriate and targeted, enabling high-quality construction while preserving long-term affordability for Santa Fe families.

Readiness & Feasibility

The project site is already subdivided, and infrastructure work is currently underway. Architectural plans have been adapted from Phase I of the development, significantly reducing both design time and costs. This also enhances construction efficiency, as contractors are already familiar with these floorplans. All necessary environmental assessments, utility coordination, and zoning approvals have been completed and approved. A general contractor has been selected and is ready to mobilize as soon as final funding is secured.

Projected Timeline:

- **Summer 2025** - Site preparation and infrastructure work in progress
- **Fall 2025** - Final vertical construction funding approvals secured
- **Winter 2025/26** - Groundbreaking and start of vertical construction
- **Spring–Summer 2026** - First group of homes completed; Certificates of Occupancy issued; buyer closings and move-ins begin
- **Late 2026 / Early 2027** - Project completion

Given the infrastructure readiness, completed design, and experienced project team, the project is highly feasible and shovel-ready, positioning it for timely and efficient deployment of AHTF resources.

Resident Well-Being

The completion of Arroyo Oeste Phase II will result in tangible, long-term improvements in health, safety, and housing stability for Santa Fe families. This final phase of a thoughtfully planned community will not only provide affordable homes but also foster a secure, healthy living environment that promotes resilience and well-being for generations.

Housing Stability

The most immediate outcome of the project is the creation of permanently affordable homeownership opportunities for income-qualified households earning at or below 120% of Area Median Income (AMI). These homes will be protected by 99-year affordability covenants, ensuring that buyers are not at risk of price escalation, eviction, or rent displacement. Stable, predictable housing costs allow families to plan, build savings, and stay rooted in the Santa Fe community.

Furthermore, SFCHT's comprehensive housing counseling program prepares buyers for long-term success through budgeting, mortgage education, and post-purchase support greatly reducing the likelihood of foreclosure or housing loss.

Health Outcomes

Affordable, high-quality housing is a critical determinant of physical and mental health. Arroyo Oeste homes are designed and built using durable, non-toxic materials with attention to indoor air quality, energy efficiency, and natural lighting—factors known to reduce respiratory issues and stress-related conditions.

By transitioning from overcrowded, substandard, or unstable housing to safe, ownership-based housing, families—especially children and seniors—can experience significant improvements in physical health, emotional well-being, and academic performance.

Safety Outcomes

Arroyo Oeste's site plan emphasizes walkability, lighting, and visibility, promoting a safe environment for children and families. The layout fosters a sense of community among neighbors, encouraging natural surveillance and mutual support. Residents will benefit from proximity to public services, schools, and transit, increasing access to resources that contribute to personal safety and economic mobility.

Moreover, the SFCHT ensures that all construction complies with or exceeds the building code and safety standards. New homes will feature up-to-date mechanical systems, modern electrical and plumbing infrastructure, and energy-efficient appliances—reducing the risks associated with outdated or unsafe housing stock.

ARROYO OESTE
PHASE I

Arroyo Oeste





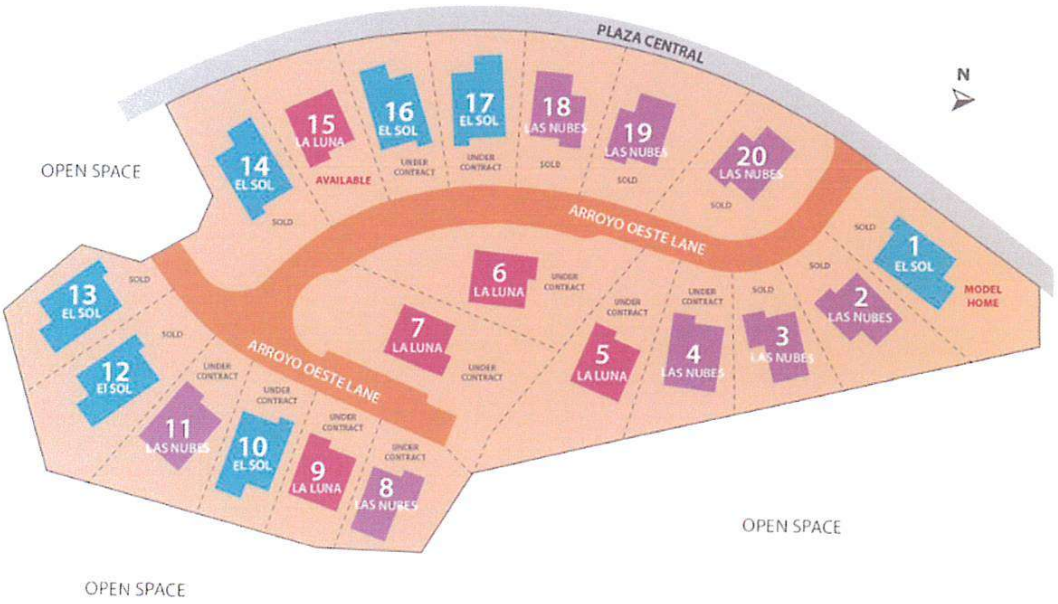






7601 Arroyo Oeste Lane

Sitemap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Arete
HOMES OF SANTA FE

Arroyo Oeste - Project Status

Last Updated 7.7.25
Current Date 7.21.25

Phase 1 - 20 Homes

Buyer	SOLD HOMES	Plan		Date Sold	Start Date	CO Date	Projected Closing	Current Status of Home
Martinez	Lot 4; 7607 Arroyo Oeste Lane	Plan A-4 BED; Pueblo	LPDU	9/19/24	11/21/24		7/24/25*	Gas meter installed. Landscape in progress. Driveway and appliances this week.
Esquer	Lot 13; 7620 Arroyo Oeste Lane	Plan B(R); Territorial	MR	5/8/25	10/8/24	7/2/25	TBD	Interior touch-ups in progress.
								Home complete and ready for buyer.
Total		2						

*Pending City loan approval.

	SPEC/MODEL	Plan		Start Date	CO Date	Projected Closing	Current Status of Home
MODEL	Lot 1; 7601 Arroyo Oeste Lane	Plan B(R); Territorial	MR	11/9/23	5/17/24	CLOSED	Model Home/Sales Office
Total		1					

Buyer	AVAILABLE	Plan		Date Sold	Start Date	Projected CO Date	Projected Closing	Current Status of Home
SPEC	Lot 15; 7616 Arroyo Oeste Lane	Plan C(R)-4 BED; Territorial	MR	9/19/24	11/21/24	7/14/25		Waiting on faucets/valves to schedule final inspections.
Total		1						

	CLOSED	Plan		Date Sold	Start Date	CO Date	Date Closed	Current Status of Home
Alfaro	Lot 20; 7604 Arroyo Oeste Lane	Plan A(R)-3 BED; Pueblo	AFF	12/5/23	11/9/23	5/28/24	6/16/24	Closed
Garcia	Lot 2; 7603 Arroyo Oeste Lane	Plan A(R)-3 BED; Pueblo	AFF	9/26/23	11/13/23	7/15/24	8/2/24	Closed
Romero	Lot 14; 7618 Arroyo Oeste Lane	Plan B(R); Territorial	MR	6/1/24	11/13/23	8/1/24	8/6/24	Closed
Gutierrez	Lot 3; 7605 Arroyo Oeste Lane	Plan A-3 BED; Pueblo	AFF	9/5/23	11/13/23	7/19/24	9/20/24	Closed
Rivera	Lot 19; 7608 Arroyo Oeste Lane	Plan A-3 BED; Territorial	LPDU	9/18/23	11/13/23	7/29/24	9/6/24	Closed
Hendra	Lot 12; 7622 Arroyo Oeste Lane	Plan B; Pueblo	MR	10/17/23	1/24/24	9/19/24	9/19/24	Closed
Chavez & Jaramillo	Lot 18; 7610 Arroyo Oeste Lane	Plan A-3 BED; Territorial	AFF	12/21/23	11/13/23	9/13/24	9/27/24	Closed
Wallace & Luarca	Lot 17; 7612 Arroyo Oeste Lane	Plan B(R); Pueblo	MR	6/19/24	3/15/24	10/9/24	10/21/24	Closed
Valenzuela & Rosales	Lot 6; 7611 Arroyo Oeste Lane	Plan C-4 BED; Pueblo	MR	9/3/24	11/9/23	7/9/24	10/23/24	Closed
Chavez	Lot 11; 7624 Arroyo Oeste Lane	Plan A-3 BED; Territorial	LPDU	12/13/23	3/15/24	10/10/24	11/19/24	Closed
Banerji	Lot 10; 7626 Arroyo Oeste Lane	Plan B(R); Territorial	MR	9/13/24	3/15/24	11/19/24	11/18/24	Closed
Ruiz	Lot 5; 7609 Arroyo Oeste Lane	Plan C-4 BED; Pueblo	MR	5/4/24	6/24/24	12/31/24	1/8/25	Closed
Garcia	Lot 8; 7630 Arroyo Oeste Lane	Plan A(R)-2 BED; Territorial	AFF	8/7/24	8/23/24	3/3/25	5/1/25	Closed
Allred & Saionz	Lot 7; 7631 Arroyo Oeste Lane	Plan C-4 BED; Pueblo	MR	7/1/24	11/21/24	6/24/25	6/25/25	Closed
Blanchard	Lot 9; 7628 Arroyo Oeste Lane	Plan C-3 BED; Pueblo	MR	9/25/24	10/8/24	6/24/25	6/26/25	Closed
Nicolet	Lot 16; 7614 Arroyo Oeste Lane	Plan B; Pueblo	MR	6/10/25	8/24/20	3/21/25	7/10/25	Closed
Total		16						

Total Homes	20

ATTACHMENT G (2) – INVESTMENT IMPACT METRICS & BUDGET SUMMARY

Instructions: Complete the section below according to the Tier for which you are applying. All financial figures must be current at the time of submittal and should reflect total costs including overhead and profit.

1. Investment Impact Metrics

☒ **Tier 1 – Development & Preservation**

- **Number of housing units (new or rehabbed):** 8
- **AHTF dollars per unit (AHTF ÷ Units):** $112,500.00

☐ **Tier 2 – Housing Support & Stability**

- **Number of households served:** _____
- **AHTF dollars per household (AHTF ÷ Households):** $_____

2. Requested AHTF Fund Uses

Please list the major cost categories for which AHTF funds will be used. Include estimated amounts for each.

Category	Brief Summary	Dollar Amount
Operating Costs	Pass through funds for Arete Homes of Santa Fe contract	$ 63,000.00
Administrative Costs	Pass through funds for Arete Homes of Santa Fe contract	$ 108,000.00
Construction Costs	Pass through funds for Arete Homes of Santa Fe contract	$ 684,000.00
Equipment	Pass through funds for Arete Homes of Santa Fe contract	$ 45,000.00

Total AHTF Request: $900,000.00
Total Project/Program Budget: $ 9.5 million (including both development and construction of all 20 homes.

3. Other Funding Sources

Please list all other secured or pending funding sources that contribute to your total project/program budget.

Funding Source	Status (Secured/Pending)	Amount
NM MFA	Secured	$1,000,000.00
SFCHT Operating Funds	Secured	$1,700,000.00
AHTF 2024-2025	Secured and spent	$600,000.00

4. Matching Funds Requirement

Applicants must demonstrate a minimum 3:1 leverage ratio to be eligible.
Leverage Ratio Formula: (Total Project Budget – AHTF Request) ÷ AHTF Request

Calculated Leverage Ratio: 3:1

THE HOUSING TRUST

ATTACHMENT G (1)

TIER 2 – SCOPE AND LEVEL OF EXPERTISE PLAN (SC/LE) FOR THE SANTA FE COMMUNITY HOUSING TRUST (SFCHT)

Program Alignment

The SFCHT's Down Payment Assistance (DPA) program is directly aligned with the mission and goals of the City of Santa Fe Affordable Housing Trust Fund (AHTF), advancing equitable access to homeownership for low- and moderate-income Santa Feans. By reducing the upfront financial barriers to purchasing a home, this program empowers working families to remain rooted in the community, build intergenerational wealth, and contribute to neighborhood stability; all core objectives of the AHTF.

Housing affordability in Santa Fe is increasingly out of reach for many residents, not due to a lack of income alone, but because of the inability to save for down payments in a high-cost rental market. The DPA program addresses this structural challenge by providing targeted, need-based assistance to households earning at or below 120% of the Area Median Income (AMI). This aligns precisely with AHTF's emphasis on serving low-income households and reducing displacement risk.

The program also supports AHTF's goals of preserving long-term affordability and strengthening housing security. Each DPA award will be structured as a soft-second mortgage, recorded as a property lien with resale and recapture provisions to ensure the investment serves future households as well. In many cases, assistance is layered with other public programs such as MFA's FIRSTDown or HOMENow, maximizing the reach and impact of AHTF dollars through leverage.

The Housing Trust ensures cultural and geographic equity in our outreach, targeting populations that have historically been excluded from the mortgage market. Our bilingual housing counselors provide one-on-one education and financial support, ensuring that recipients of DPA not only access homeownership, but are fully prepared to sustain it. The HUD approved Work Plan is included.

Ultimately, this program promotes upward mobility, economic diversity, and community cohesion, in full alignment with the City's vision for housing justice and opportunity. With AHTF support, our DPA program becomes a high-impact, low-cost tool for addressing Santa Fe's urgent homeownership gap; moving families from rent burdened to housing secure.

Organizational Capacity

SFCHT was established in 1992 and by 1994 was engaged in providing an array of services to increase access to affordable housing. Over the past 31 years the organization has grown in its capabilities to help the community. The SFCHT employs three different core activities that are

synergistic to the common goal of accessible, affordable, and high-quality housing. However, home buyer education and financial assistance are still the core of the ongoing service to the community. The key activities are:

1. Housing Counseling and Education (including HECM, Homebuyer Training, Financial Literacy and our unique Homeownership HOPWA program).
2. Lending (non-amortizing and amortizing loans to supplement down payment and affordable home ownership).
3. Single Family Development (Almost 507 homes as of January 2020 in with the City of Santa Fe providing affordable homeownership in an expensive housing market).

At the end of 2022, the SFCHT Board of Directors hired a new Chief Executive Officer who created new goals for building development and lending that has been thriving after one year in the position. Roman "Tiger" Abeyta is a former City Counselor, Executive Director with the Boys and Girls Club, and President of the Santa Fe School Board as well as having served on additional boards. He is well versed in the needs of Santa Fe, especially when it comes to affordable housing.

There is one Director on staff who oversees the operations including the housing counseling staff and grant management (Angela Peinado). Angela has experience with grant management and ensures compliance in both program/project and financial expenditures. She is working with Portfol to be able to manage all the loans in-house.

This past year, SFCHT has been fortunate to have 4 HUD-certified Housing Counselors (Ron Chavez, Yvonne Madrid, Andrea Gerber, and Cynthia Webb) on staff who provide excellent customer service and follow through with each client. Ron Chavez has been with the SFCHT for over 20 years and is constantly being asked to be present at many events. The staff continues to work with the lenders, public schools, civic housing authorities, and homebuilders.

The Finance Director (Suzy Sanchez) is well versed in accounting and audits for non-profit organizations. The Administrative staff includes an Administrative Assistant (Nathalie Arias). See Staff Resumes included.

The Housing Counselor staff became members of the Santa Fe and Los Alamos Chamber of Commerce and have built their network with mortgage brokers, title companies, banks, real estate agents and many other non-profit organizations. The goal for 2025-2026 is to market to the target group in numerous ways. A core marketing activity is the use of social media via Facebook, Instagram, LinkedIn, and TikTok. There are now advertisements in local publications. The website has been revamped to be more user friendly and will soon host the homebuyer training online. The most important aspect of the outreach is participation in local and community events such as the Mercado Southside, Swan Park event, and many housing and business fairs.

Outcomes & Measurability

Success for the Down Payment Assistance (DPA) program will be defined by both immediate, measurable outcomes and longer-term impacts on housing stability, affordability, and equity. The SFCHT will track program performance through a combination of quantitative data, client outcomes, and compliance documentation, ensuring alignment with the Affordable Housing Trust Fund's goals and accountability to the City of Santa Fe. The systems used are MPact Pro Client Management System, Survey Monkey, and Excel Spreadsheets.

Key success indicators include:

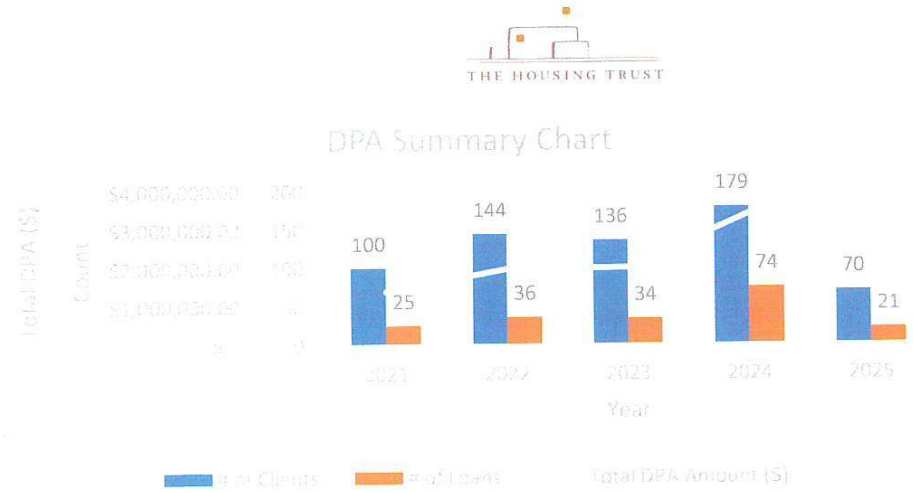
- Number of households assisted: The total number of income-qualified buyers receiving DPA support, with detailed records of AMI eligibility, household size, and award amount.
- Affordability maintained: All recipients will fall at or below 120% AMI, and homes purchased with AHTF-funded DPA will include resale and recapture provisions that ensure long-term affordability and/or reinvestment of funds.
- Homebuyer readiness and retention: All assisted buyers will complete a certified housing counseling program and will track early indicators of loan delinquency or instability to proactively offer post-purchase support when needed.
- Equity and inclusion: Demographic data will be collected and reviewed to assess how effectively the program is reaching BIPOC households, Spanish-speaking residents, and others historically excluded from the mortgage market. Special focus will be placed on serving Santa Fe families at risk of displacement.

Program data will be collected and reviewed in real time. The SFCHT will produce quarterly and annual reports summarizing:

- Households served and demographic breakdown
- Dollar amounts disbursed
- Loan-to-value ratios
- Home prices and mortgage terms
- Any defaults, recaptures, or reinvestments

Additionally, the SFCHT will conduct voluntary post-purchase surveys with participating buyers to evaluate their sense of housing security, financial stability, and satisfaction with the process.

All reporting will be provided in accordance with City of Santa Fe AHTF requirements and welcome the opportunity for periodic audits or monitoring visits. The success of this program will ultimately be measured not only in units assisted, but in the lives changed: families who are no longer rent burdened, residents who can remain in their city of origin, and individuals who gain a path toward long-term economic resilience.



The DPA Summary Chart captures how many clients and loans have been closed since 2021 utilizing down payment assistance. Some success stories include:

- MV, age 55. Native Santa Fean with very limited income, who has rented for her entire life. The SFCHT assisted with $50,000 from AHTF. This was her only real chance to obtain homeownership and she succeeded. Tier 1 buyer.
- AT, single mother of a special needs adult child. SFCHT assisted her with $50,000 from AHTF to make homeownership possible. Tier 1 buyer.
- LR, single mother of two school aged children. SFCHT assisted her with $20,000 in AHTF funds to purchase a new home. Tier 2 buyer.
- DM, single mother of two school aged children and a schoolteacher. SFCHT assisted her with $20,000 for purchase through the City HOMES program. Tier 2 buyer.

Basically, the AHTF funds have allowed SFCHT to make homeownership possible for lower income buyers—whom have been prioritized for these funds—and who otherwise would not be able to afford a home, even at subsidized price in the City HOMES Program.

As a partner with the RCAC, the SFCHT reviews the Homeless Management Information System (HMIS) report which contains information related to household income and benefits access. In MPact Pro, reports are generated and reviewed at staff meetings to identify the client's needs and discuss what needs to be done for improvement. Challenges discussed include debt ratio, low credit scores, individuals on a fixed income, seniors and single people not qualifying for affordable housing or not enough 2-bedroom homes being built. The SFCHT uses data to optimize systems of care through making ongoing system performance improvements and determining optimal resource allocation. Management is ensuring the data entered is accurate, comprehensive, and timely as it needs to also be reported to HUD on a quarterly basis. Surveys are reviewed after homebuyer training classes and will be sent to individuals and families who close their loan with the SFCHT to identify areas of improvement. The services provided connect with the City of Santa Fe Priorities by using the Area Median Income as the starting point for housing counseling. See the latest HUD submission of the 9902-report included.

Equity & Accessibility

The SFCHT's Down Payment Assistance (DPA) program is designed with a strong foundation in equity, inclusion, and cultural relevance, ensuring that the benefits of homeownership are accessible to all Santa Fe residents, particularly those from historically marginalized and underrepresented communities.

Bilingual, culturally responsive services are at the heart of our strategy. All program materials, including applications, flyers, and educational content, are available in both English and Spanish. The bilingual housing counselors provide one-on-one support and financial education to ensure that language is never a barrier to understanding or participating in the program. Staff are trained in cultural humility and trauma-informed practices to create a respectful, supportive environment for clients from diverse backgrounds.

Outreach is targeted and relationship based. SFCHT staff actively engage with community partners that serve BIPOC, immigrant, and low-income populations, including local nonprofits and schools to build trust and increase awareness of the program. This includes participating in culturally rooted community events and offering informational sessions in accessible, familiar spaces.

The SFCHT also works to address intergenerational and systemic barriers to homeownership that have disproportionately affected families of color. The counseling services go beyond eligibility for screening as they include credit coaching, budget support, and mortgage readiness tailored to the specific challenges our clients face. The DPA recipients are first-generation homebuyers who rely on this deeper level of education and advocacy to navigate the complex homebuying process with confidence.

Additionally, SFCHT recognizes Santa Fe's unique multicultural heritage and the deep roots many residents have in the region. The program prioritizes residents and workers, ensuring that long-term community members, especially those at risk of displacement, have access to stable, affordable homeownership opportunities within the city they call home.

By removing structural barriers, adapting to cultural needs, and empowering historically excluded households, the DPA program ensures that AHTF resources are equitably distributed, and community aligned. This is not just about assistance, it is about belonging, dignity, and opportunity.

Owning an affordable home continues to be a challenge for Santa Fe's working class, lower income, first responders, and BIPOC families due to affordable housing shortages. The average rental costs have continued to increase, and the median home sales price is now approximately $600,000 (Realtor, 2024). In addition to inaccessible housing for many clients, Santa Fe has areas of poverty reflected by the five Opportunity Zones within our City. Their Zone IDs are: 35049001304, 35049001302, 35049001202, 35049001103 and 35049001002. The SFCHT continues its work on ending systemic inequality by providing fair housing to all regardless of

race, gender, disability, or ethnicity. The staff meet with community partners to discuss resource gaps and provide information on how to use collaborative resources to help individuals and families. The anticipated outcome would be to work together and create solutions like equity-centered financing in providing loans and financial services designed to help people who may not qualify for traditional loans.

The request for $200,000 (or more if funded) in direct homebuyer assistance could help 8 individuals or families get a foothold in their community that eliminates risk of displacement due to rising rents, while creating predictable and sustainable monthly housing costs, and providing the unique ability to amass generational wealth through homeownership. See brochures in Spanish and English included as well as our website that can be converted into Spanish.

The SFCHT enacted a Fair Housing Policy in 2019 as mandated by the Federal Register and is reviewed with each housing counselor on an annual basis. The Fair Housing is the right for everyone to have access to all housing opportunities without discrimination based on race, religion, national origin, sex, color, familial status, or disability. The New Mexico Human Rights Act also prohibits discrimination based on ancestry, sexual orientation, gender identity, or spousal affiliation. The SFCHT commitment is demonstrated through the housing counselors' general practice (intake through MPact Pro, in person and/or telephonic client contact, credit report requests, in person homebuyer training, budgeting, and client feedback on homebuying status with plan). As part of the intake package, the clients are also provided with a Fair Housing Brochure which is reviewed, and signatures received. If a client is experiencing discrimination, such as 1) refusal to sell, rent, or lease rooms, apartments, mobile homes, condos, or houses; 2) refusal to negotiate for the sale, rental, or lease of housing; or 3) informing someone that an apartment is not available for inspection, sale, or rental when it is in fact available the SFCHT housing counselor will work with city, county and state departments to further investigate. A hotline has also been established in New Mexico to provide to clients as well as a Landlord/Tenant information line. Incidents are documented and provided to the SFCHT Director of Operations for documentation and tracking.

The SFCHT's criteria for applications in English and Spanish are evaluated in a fair and uniform manner based on credit, including but not limited to income stability, and credit history. All applications must include a photo ID for 18 years of age and older; signature on the standard application; access eligibility for special loan programs (i.e. HOPWA, non-amortizing, or amortizing funds, etc.), financial analysis and program certification on household size and income, credit history, housing expense history, and current debt. An action plan and budget are developed for each qualifying client which is closely monitored during the process. There is no fee to complete the application.

As part of community development, the housing counselors gather and share information regarding future housing developments, housing within affordable housing costs, and other opportunities available. This list is documented and added to the network drive for future access. The building of relationships is imperative to help address New Mexico's current

housing needs. This also helps determines who lacks access to opportunities and any inequity amount the protected class groups; promotes integration and reduce segregation; and to transform racially or ethically concentrated areas of poverty in Santa Fe.

The SFCHT will capture the data to better analyze patterns, trends and conditions. Partnerships established will assist in gathering additional city and county data to look at the full content and conditions. With growing community support collaboration can be done to attend opportunities in developing strategies.

The protections for survivors of domestic and sexual violence in obtaining sustainable affordable housing have been more prevalent these past couple of years. This discrimination can include being denied admission to, or being evicted from, housing due to acts of violence committed against survivors. This discrimination jeopardizes housing security for survivors and their families who are living in abusive situations. As many domestic violence survivors are women, they are now protected by the federal Fair Housing Act's prohibition on sex discrimination. Therefore, the SFCHT's workplan, policies, and practices that target or otherwise discriminate against women because of their status as domestic violence survivors has been included.

Investment Impact

The SFCHT seeks to receive $200,000 (or more if funded). This amount would continue to be used for homebuyer assistance loans which would help lower the first mortgage and payments for individuals and families are less than 80% to 120% of the Area Medium Income. The assistance will supplement the homebuyer's own down payment funds and other financing resources to purchase a home. With the funds, SFCHT would be able to assist the increased number of clients coming in requesting assistance as well as first responders, teachers, and single mothers/fathers who meet the requirements.

The additional funding sources currently secured by the SFCHT are Community Development Block Grant (CDBG) program income from previous grant recipients who have paid off their loans as well as a new grant opportunity awarded for $216,000.00 . By having this revolving fund available, it has continued to assist other families with their needs. The Housing Opportunities for Persons with AIDS (HOPWA) continues to provide funding resources for those impacted by AIDS/HIV to provide housing assistance and supportive services to reduce or prevent homelessness in this population. The SFHCT Board of Directors has provided additional assistance through the operating funds which would be dedicated to amortizing and non-amortizing loans. The amount allocated in 2025 was still not enough to meet the growing need. The City of Santa Fe Professionals Agreement assists with some of the administrative costs for the housing counseling department. Finally, through the Rural Community Assistance Corporation (RCAC), SFCHT applied for a HUD Discretionary Fund for the Housing Counselors to obtain current training on the updated best practices for assisting low-income home buyers with diverse backgrounds.

The AHTF loans provide zero-interest and non-amortizing loans that require repayment at the transfer of a non-income qualified family member, sale, or refinancing. Each loan is underwritten individually and only provides the minimum amount of assistance needed to make the home purchase feasible and affordable according to the family's income, debt ratio, and budget. By leveraging the available and anticipated funds, being able to live in Santa Fe will be obtainable especially with the population who have left for school and want to return to their hometown.

With an annual income of $61,450-$76,800, a family of 3, affordable housing opportunities are $290,250 vs. the Median Sales Price in Santa Fe of $618,500. With the level of assistance of $50,000, matching funds will still be required from either CDBG, SFCHT or HOPWA funds to finalize the purchases. In-kind resources include staff time when working with clients, meeting with community partners, and creating action plans to be able to better serve the needs in Santa Fe.

For example, if a client identifies a home priced at $450,000 (which is at the lower end of the current Santa Fe market) and receives an AHTF down payment assistance loan of $25,000, they will still need to secure an additional $425,000, typically through a first mortgage and their own savings—to complete the purchase. This $25,000 contribution represents a leverage ratio of approximately 1:17, meaning every $1 of AHTF funding leverages $17 in additional private investment.

The AHTF request will be used as a direct pass-through to income eligible clients. Currently the operational funds and help from the City of Santa Fe's Professional Services contract help defray the costs of staff time. The matching funds from clients are required to close the transaction and are already secured through other funding programs.

The SFCHT uses the HUD definition of affordable housing as homes where the occupant is paying no more than 30% of gross income for housing costs, including utilities. As a measure of gross income, it is meant to measure affordability for those at the median household income or below. As part of the intake process the staff obtains recent credit reports and works with the client to develop a budget. The budget is an important component of the one-on-one counseling session and is necessary so that the client and counselor can review the client's current spending patterns and create a spending plan that allows the client to take charge of their financial situation in both the short- and long-term. They also discuss the client's financial goals and develop an action plan for overcoming challenges, so the client can achieve their goals. Budgets allow both the client and counselor to clearly identify what the client's affordability is, determine how achievable their housing goal is, and identify if/where adjustments are needed.

The AMI is obtained by getting the household's annual income:

Adult 1 $960 per month x 12 months = $11,520
Adult 2 $15/hour x 40 hours/week x 52 weeks/year = $31,200

TOTAL $11,520 + $31,200 = $42,720

The staff uses an updated AMI table to find the percentage based on the household size.

The staff then calculates the debt ratio by dividing the total debt by total assets. A good ratio of below 30% is excellent and above 40% is critical and work needs to be completed.

The 3:1 ratio for the requested 900,000 will include a mix of public and private funding sources:

CDBG	$216,000.00
SFCHT Operating Funds for personnel services and benefits, homebuyer training fees, and other operating costs.	$80,000.00
RCAC	$5,000.00
SFCHT DPA Board Approved Funds	$500,000.00
TOTAL	$801,000.00

Readiness to Proceed

The SFCHT's Down Payment Assistance (DPA) program is designed for immediate implementation upon receipt of AHTF funds. As an established, ongoing program with trained staff, operational infrastructure, and community partnerships already in place, the DPA initiative requires no startup period and can begin disbursing assistance as soon as funds are awarded.

The team currently administers similar programs funded by the New Mexico Mortgage Finance Authority (MFA), City and County partners, and private foundations. By leveraging this infrastructure, the SFCHT can deploy AHTF funds efficiently, equitably, and in compliance with all applicable regulations.

Estimated Timeline:

- Q4 2025 (immediately upon award):
  Program funds allocated internally; updated guidelines finalized to reflect AHTF source requirements; staff orientation and reporting systems updated.
- Q4 2025 – Q4 2026:
  Funds actively deployed on a rolling basis as income-qualified buyers complete housing counseling and become mortgage-ready. Applications will be reviewed and processed continuously to ensure funds are accessible in a timely manner to eligible households.
- By Q4 2026:
  All funds anticipated to be fully committed or disbursed. Final reporting submitted to City staff, including a summary of households assisted, affordability levels, and compliance documentation.

Throughout the implementation period, the SFCHT will track progress using the internal MPact Pro Case Management System and provide quarterly reports on households served, funding disbursement, and demographic outcomes. The SFCHT will also remain available for technical assistance, monitoring visits, or audits as required by the city.

Given the history of successful DPA program delivery and our deep relationships with lenders, realtors, and housing counselors across Santa Fe, this proposal represents a highly feasible, low-risk investment with immediate and measurable impact.

Use of Funds

The Housing Trust will use AHTF funds exclusively for direct down payment assistance to income-eligible homebuyers, ensuring that every dollar directly supports the creation of long-term affordable homeownership in Santa Fe. This strategy is well-aligned with AHTF's goals of increasing housing access, preventing displacement, and fostering economic stability for low- and moderate-income residents.

Each DPA award will be structured as a deferred, 0% interest soft-second mortgage with resale and/or recapture provisions, ensuring public funds are preserved and reinvested in the community over time. The assistance will be applied directly at closing to reduce the buyer's mortgage burden and eliminate the upfront barriers that prevent many families from purchasing a home, particularly first-generation and first-time buyers.

Eligible Uses of Funds:

- Down Payment and Closing Cost Assistance: AHTF funds will provide individual buyers with between $15,000 and $25,000 in assistance, depending on need and income level. These funds will be used specifically for down payments and allowable closing costs associated with the purchase of a primary residence within Santa Fe city limits.
- Affordability Targeting: All households assisted will earn no more than 120% of Area Median Income (AMI), and we will prioritize those below 80% AMI whenever possible. The amount of assistance will be scaled based on demonstrated financial need and the gap between the purchase price and the buyer's available mortgage capacity.
- Layering with Other Subsidies: Where applicable, AHTF-funded DPA will be combined with other financing sources such as MFA's FIRSTDown, HOMENow, and local lender support programs. This layered approach increases affordability and maximizes the reach and impact of AHTF dollars.
- Use Restrictions and Stewardship: All AHTF-funded DPA loans will include legal affordability protections such as resale restrictions or equity share agreements, ensuring long-term community benefit. In the event of a resale, funds will either be recaptured or reused for another eligible buyer, depending on the covenant terms.

No AHTF funds will be used for administrative or operational expenses unless explicitly permitted by the program guidelines. All financial transactions will be monitored, documented,

and reported in accordance with City requirements, with disbursements made directly to escrow agents to ensure proper allocation at closing.

WORK PLAN

Santa Fe Community Housing Trust
Housing Counseling Work Plan
FY2024

OVERVIEW

The Santa Fe Community Housing Trust (Housing Trust or SFCHT) was established in 1992 and by 1994 was engaged in providing an array of services to increase access to affordable housing. Over the past 31 years we have grown our capabilities to help our community. We now employ four different core activities that are synergistic to the common goal of accessible, affordable, and high-quality housing. However, home buyer education and financial assistance are still the core of our ongoing service to our community. Our four key activities are:

1. Housing Counseling and Education (including HECM, Homebuyer Training, Financial Literacy, and our unique Homeownership HOPWA program).
2. Lending (we make non-amortizing and amortizing loans to supplement down payment and affordable home ownership).
3. Multifamily Development (We have developed three apartment complexes under the Low-Income Housing Tax Credit (LIHTC) program. These LEED Platinum properties provide housing for the community's most vulnerable households including those who have transitioned from homelessness.
4. Single Family Development (We have built almost 507 homes as of January 2020 in our City providing affordable homeownership in an expensive housing market).

TARGET COMMUNITY

The targeted community is low to moderate income households in the city of Santa Fe and area surrounding areas of Northern New Mexico to include Rio Arriba, San Miguel, Los Alamos, Taos, Espanola, and other smaller communities in between. For HOPWA clients, the targeted community will be statewide and if funding is available, the Albuquerque and surrounding areas will be included. As of 2024, Santa Fe has a population of 90,292 and is growing at a rate of 0.72% annually. The average household income is $95,734 with a poverty rate of 13.72% (www.worldpopulationreview.com). The median age is 44.5 years and is the oldest capital city in the country. Santa Fe currently has a problem with young adults leaving the city for elsewhere in the country, with few returning or coming to settle down. Residents aged 20 through 29 make up just 11% of the population whereas the national average is 14%-16% in Albuquerque.

We mainly seek to serve the portion of the community that is at or below 80% of Area Median Income (AMI). We also seek to help those designated as critical workers by the City of Santa Fe with up to an Area Median Income (AMI) of 150% (once approval of rate is completed). The aim is to reach out to all minorities. Currently, according to the most recent ACS, the racial composition of Santa Fe is:

- White: 68.22%
- Two or more races: 16.2%
- Other race: 10.54%
- Native American: 1.88%
- Asian: 1.71%
- Black or African American: 1.32%
- Native Hawaiian or Pacific Islander: 0.13%

A few other statistics for Santa Fe include:

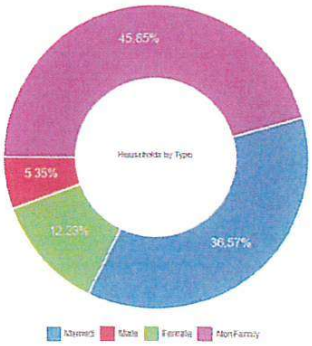
Santa Fe Renter vs Owner Occupied by Household Type

Household Type	Count	Average Size	Owner	Renter
All	39,311	2.19	64.3	35.7
Non Family	18,024	1.25	54.4	45.6
Married	14,377	2.9	78.4	21.6
Female	4,807	3.29	64.9	35.1
Male	2,103	2.84	52.2	47.8

2.9 Average Family Size

2.19 Average Household Size

64.3% Rate of Home Ownership



Education Attained	Count	Percentage
Less Than 9th Grade	3,376	5.2%
9th to 12th Grade	2,780	4.28%
High School Graduate	12,968	19.97%
Some College	12,385	19.07%
Associates Degree	4,848	7.47%
Bachelors Degree	13,948	21.48%
Graduate Degree	14,628	22.53%

CSV JSON

Name	Average	Male	Female
Overall	$40,940	$46,051	$35,312
Less Than 9th Grade	$24,445	$29,905	$20,454
High School Graduate	$30,201	$34,200	$27,142
Some College	$37,324	$44,820	$32,205
Bachelors Degree	$49,981	$54,341	$44,488
Graduate Degree	$69,435	$80,386	$62,603

$40,940 Average Earnings

$46,051 Average Male

$35,312 Average Female

Name	Total	In Poverty	Poverty Rate
Hispanic	45,891	7,791	16.98%
White	34,701	3,313	9.55%
Multiple	13,961	2,032	14.55%
Other	9,133	1,930	21.13%
Black	1,079	353	32.72%
Native	1,517	217	14.3%
Islander	113	71	62.83%
Asian	1,366	25	1.83%

4,482 Number of Veterans

4,231 Male Veterans

251 Female Veterans

CSV JSON

War	Veterans
Vietnam	2,171
First Gulf War	561
Second Gulf War	474
Korea	390
World War II	116

Age Group	Veterans
75+	1,709
65 to 74	1,265
55 to 64	771
35 to 54	625
18 to 34	112

CSV JSON

Name	Median	Mean
Households	$67,663	$95,734
Families	$78,882	$112,596
Married Families	$97,888	$135,485
Non Families	$50,398	$72,214

45.25% Born in Santa Fe

85.34% Native Born

14.66% Foreign Born

9.2% Non Citizen

5.46% Naturalized

Place of Birth

85.34% of Santa Fe residents were born in the United States, with 45.25% having been born in New Mexico. 9.2% of residents are not US citizens. Of those not born in the United States, the largest percentage are from Latin America.

The statistics highlight the affordable housing crisis in our target community. In addition to inaccessible housing for many, Santa Fe has areas of poverty reflected by the five Opportunity Zones in our City. Their Zone IDs are: 35049001304, 35049001302, 35049001202, 35049001103 and 35049001002. Our service may include other Zip codes in New Mexico under various circumstances such as when a HECM, HOPWA, or when other funding is available, client reaches out to us if they reside in another county.

Current Zip Code Affiliations:

87521	87525	87529	87501
87522	87526	87530	
87523	87527	87701	
87524	87528	87702	

New Zip Code Affiliations:

87505	87508	87535	87567	87503	87574
87506	87544	87540	87573	87502	87544
87507	87015	87010	87592	87504	87547
87532	87056	87578	87594	87509	87545

Goals to increase future counseling will include first responders, teachers, nurses, those 62 and older, single household families, those 20 through 30, and the AID/HIV community.

COMMUNITY PARTNERSHIPS

The target audience is drawn from a variety of partnerships in the community. These community partnerships to collaborate with include:

Mortgage Finance Authority	Santa Fe County	City of Santa Fe
Rural Community Assistance Corporation	Neighborhood Works	Realtor's Association
YouthWorks	Own Board of Directors	Chamber of Commerce
Southwest Care	HIV/AIDS Organizations within the community	State of New Mexico Employees
Rio Rancho Chamber of Commerce		

HOUSING NEEDS AND PROBLEMS

Santa Fe's severe and worsening housing shortage is evident in skyrocketing home sales prices and meager housing inventories. Santa Fe is considered Urban given the population is over 50,000 people.

Cost burden is a measure of housing affordability. Cost burdened households pay more than 30% of their income in housing costs and severely cost burdened households pay more than 50%. Cost burden for renters and homeowners, with renters tending to have much lower incomes than homeowners overall. New Mexico is home to a significant number of senior and disabled households who could benefit from new housing developments equipped to meet their unique needs.

Most renters are unable to afford to buy a median priced home due to both higher interest rates and not enough new single-family housing development. The overwhelming majority of homeowners can afford the home they live in, with many of those homes being older or manufactured homes.

The overall picture is that homeownership affordability has dramatically declined across the entirety of New Mexico in 2023 compared to previous years, largely due to the doubling of interest rates for mortgages in the past year, as well as home prices that have remained historically high due to limited housing stock for sale.

As is the case nationally, mental health conditions are present in New Mexico's homeless population. Severe mental illness can infringe on people's self-sufficiency and, consequently, contribute to the loss of one's home. Once homeless, securing treatment and therapeutic intervention can become an insurmountable challenge. Individuals experiencing homelessness who suffer from other chronic illnesses such as HIV/AIDS, often have difficulty getting the care they need.

Increased economic activity in Santa Fe has made rental housing and homeownership unaffordable for low-income residents. Shortages of quality affordable housing means that much of the workforce must commute from other cities such as Albuquerque and Espanola. For all these reasons, a high priority should be placed on building and rehabilitating affordable multifamily properties. Weatherization and energy-efficiency improvements are equally important, given low temperatures and the fact that many rural residents rely on propane—an expensive heating option— to heat their homes.

Homeownership programs, such as homebuyer counseling, down payment assistance programs and FHA loans can increase homeownership opportunities for low- and moderate-income households. The current AMI rate of 120% and 80% for HIV/AIDS clients have made it difficult for the Housing Trust to offer such services.

DESCRIPTION OF HOUSING COUNSELING SERVICES

Homebuyer Training Classes - The Housing Trust began when it launched the first homebuyer-training program in the region in 1992. Since its inception, this program has served more than 4,500 individuals. The Housing Trust provides homebuyer training classes monthly at no charge to clients. Special on-site training can also be requested. The Housing Trust utilizes industry professionals from the mortgage industry. The class is six-eight hours long and can be completed in a single Saturday session so that anyone working will be able to attend. Key topics include:

- Homebuyer rights per Federal law and local laws such as RESPA,
- Knowing when and where to purchase a house,
- The home buying process from start to finish,
- Issues that may arise during homeownership such as refinancing or default,
- How to understand the value of a home and the costs of home ownership,
- Final disposition of the home, including sale

The Housing Trust has been working to produce an online version of the training to be hosted on the website. A HUD approved form will be used to 'certify' attendees.
The HUD certified counseling staff attends relevant training and seminars to ensure they have the latest information and a depth of knowledge created by repetitive study. Information is accessible through varies intermediaries on various online platforms training.

Financial Literacy Classes – The Housing Trust conducts financial literacy classes which include budgeting and credit repair free of charge to the public. A partnership with the Civic Housing Authority has been established to conduct the training three times a year. In 2024, a youth component was added, and the Santa Fe Public Schools have reached out for assistance as well.

Homeownership Counseling – This is Housing Counseling related to homeownership and residential mortgage loans when provided in connection with HUD's Counseling Program or required by or provided in connection with HUD Programs.

Process - During an intake appointment, clients meet individually with one of our HUD-certified counselors who assess eligibility for special loan programs and affordable housing available through local inclusionary zoning programs and Housing Trust development activity. Housing Trust counselors collect the information needed for financial analysis and program certification including household size and income, credit history, housing expense history, current debt, and other obligations. At the end of the initial meeting, the client household leaves with a concise action plan and Family Monthly Budget providing the framework for their next steps toward homeownership. The Counselor spends approximately 1 ½ hours for the initial Intake and then follows up with households that are working to repair their credit or save funds for a down payment. Counseling is completely individualized. Depending

on the situation, the time span from intake to closing can be as short as one month or as long as two or more years. All housing counselors provide the following specific services:

- Analyze employment income, cash, credit, and debts in accordance with common lender underwriting guidelines. Discuss ways to save money and cut expenses.
- Assist in overall decision to purchase a home.
- Identify goals with deadlines to include issues that must be resolved.
- Determine special mortgage and assistance programs based on client eligibility.
- Help build a realistic and achievable budget that can lead to a home purchase and be sustained thereafter, including the ongoing cost of maintenance.
- Assist in resolving credit problems.
- Assist clients in understanding the value of a home and making the choice of the best home for their circumstances.
- Assist qualified clients in obtaining assistance through City and County inclusionary zoning and ordinances.
- Cover the value prospects of homeownership including the sale process.

Home Inspection is a critical element of the home buying process and our curriculum. Home inspections are covered in the third section of the homebuyer training curriculum "Process of Buying a Home" and this issue is covered at length during classroom instruction. In addition, counseling staff may help schedule home inspections and review completed inspection reports with prospective homebuyers, identifying major life safety issues and may assist with obtaining estimates for repair. Clients are provided with a copy of "For Your Protection: Get a Home Inspection" (HUD-92564-CN) and "Ten Questions to Ask Your Home Inspector" for existing homes at client intake and covered in our education classes. The counselors include a section on lead-based paint in our home buyer training classes that covers the disclosures and health risks it poses, especially for children. We provide a disclosure that summarizes the same information to our clients at intake. Our counselors can offer helpful hints on how to identify a home that could be pre-1978 making it the perfect candidate for having lead-based paint. Since so many of our clients are young families, we are careful to emphasize that topic.

Once a client arrives, they sign in with the receptionist then one of our HUD certified Housing Counselors meets with them privately in their office behind closed doors or in the conference room (if family members are in attendance) always ensuring privacy. Our Housing Counselors may also help clients over the phone, by email or going to their home (upon request) if that better meets the needs of the client. This flexibility allows us to make sure we can accommodate any clients.

Client files will be terminated based on HUD's seven outcomes when the client's issue is resolved, goal is met, or the following follow-up yields the need to terminate.

Home Equity Conversion Mortgage Counseling (HECM) – The Housing Trust provides HECM counseling. Our fees are waived for anyone below 80% AMI. This counseling is required before anyone can take a reverse mortgage on their home. We not only satisfy this requirement but with one-on-one counseling we can make sure that the client fully understands the risks and benefits of a reverse mortgage.

Loss Mitigation/Delinquency Prevention (to commence 01/01/2025) – Loss mitigation is a set of strategies employed by lenders to help borrowers avoid foreclosure and minimize the lender's loss on delinquent loans. The goal is to find a solution that keeps borrowers in their homes while ensuring the lender recovers as much of the owed funds as possible. Delinquency prevention specifically focuses on interventions before a loan becomes seriously delinquent, aiming to stabilize the borrower's financial situation early on. The Housing Trust would work with clients on the following:

1. **Early Intervention**
2. **Financial Counseling**
3. **Loan Modification and repayment plans, if applicable**
4. **Short Sale/Deed in Lieu of Foreclosure**

To effectively run the new loss mitigation delinquency prevention service, the Housing Trust will implement the following steps:

1. **Program Development**:
    - **Assessment**: Conduct a needs assessment to understand the specific challenges faced by the local community.
    - **Policy Creation**: Develop clear policies and procedures for loss mitigation and delinquency prevention.
2. **Staff Training**:
    - Train housing counselors and staff in loss mitigation strategies, financial counseling, and communication skills.
3. **Outreach and Education**:
    - **Public Awareness Campaigns**: Use local media, social media, and community events to inform residents about available services.
    - **Workshops and Seminars**: Offer educational sessions on financial literacy, budgeting, and the importance of early intervention.
4. **Client Engagement**:
    - **Early Contact**: Proactively reach out to at-risk borrowers to offer assistance before they miss payments.
    - **Personalized Counseling**: Provide one-on-one counseling sessions tailored to the individual's financial situation.
5. **Collaborations**:
    - Partner with local banks, credit unions, and community organizations to offer comprehensive support to borrowers.
    - Work with legal aid organizations to provide borrowers with legal advice if needed.
6. **Monitoring and Evaluation**:
    - Implement a tracking system to monitor the progress of clients in the program.
    - Conduct regular evaluations to assess the effectiveness of the intervention strategies and make necessary adjustments.

The Housing Trust can leverage several resources to support this initiative, including:

- **HUD Funding**: Apply for HUD grants specifically aimed at foreclosure prevention and housing counseling.
- **Community Partnerships**: Collaborate with local nonprofits, financial institutions, and government agencies to pool resources and expertise.

By implementing these strategies, the Housing Trust aims to reduce the incidence of foreclosures in the community, support homeowners in financial distress, and contribute to the overall stability and prosperity of the local housing market.

OUTCOMES (IMPACT AND GOALS)

Setting goals and identifying impacts for a housing counseling department in Santa Fe, NM, involves aligning with the unique needs and challenges of the community while striving to achieve positive outcomes for residents. Here are some goals and impacts for the Santa Fe Community Housing Trust. Data from HUD-9902 along with MPACT PRO (STARTING 10/1/24) are used.

Increase Homeownership Rates:

Goal: Increase the rate of homeownership among low- to moderate-income individuals and families in Santa Fe.

Impact: Empower residents to achieve homeownership through education, counseling, and assistance with down payment and closing cost programs, contributing to stable and vibrant neighborhoods.

Projections for the year will be reviewed using MPACT PRO (STARTING 10/1/24) data and discussed with the housing counselors. These numbers will be sent to the funding agencies, tracked, and reported quarterly.

Attempt to Prevent Foreclosure and Housing Instability:

Goal: Reduce the incidence of foreclosure and housing instability by providing foreclosure information on websites and through Social Media venues. Establish an aftercare training post purchase and budget maintaining.

Impact: Help residents facing financial challenges stay in their homes through information on loan modification, refinancing, budgeting assistance, and advocacy, preserving housing stability and preventing displacement.

Financial Literacy and Empowerment:

Goal: Improve financial literacy and empower residents to make informed housing and financial decisions for youth and senior populations.

Impact: Provide financial education workshops, one-on-one counseling, and credit counseling to help residents build savings, reduce debt, and improve financial stability, leading to long-term housing success.

Fair Housing Education and Advocacy:

Goal: Promote fair housing practices and combat housing discrimination in Santa Fe.

Impact: Educate residents about their fair housing rights, provide assistance to victims of housing discrimination, and advocate for policies and practices that promote fair and equitable access to housing for all residents.

Address Housing Needs of Special Populations:

Goal: Address the unique housing needs of special populations, such as HOPWA clients, veterans, seniors, individuals with disabilities, retirees, seniors 62 years of age and older, and survivors of domestic violence.

Impact: Provide specialized housing counseling and support services tailored to the needs of vulnerable populations, ensuring access to safe and affordable housing options and supportive services.

Community Outreach and Engagement:

Goal: Increase community awareness of available housing resources and services and promote participation in housing counseling programs. Work on a partnership with a lender or local hardware store to provide tips and information on maintaining the home.

Impact: Conduct outreach events, workshops, and community presentations to reach residents in need of housing assistance, build partnerships with local organizations and stakeholders, and increase program participation and utilization.

Data Collection and Program Evaluation:

Goal: Collect data and conduct program evaluation to measure the effectiveness and impact of housing counseling services in Santa Fe.

Impact: Use data to assess program outcomes, identify areas for improvement, and demonstrate the value of housing counseling in addressing housing needs and promoting community well-being.

By setting clear goals and identifying the potential impacts of housing counseling services, the Santa Fe Community Housing Trust, can work towards improving housing stability, increasing homeownership opportunities, promoting fair housing practices, and empowering residents to achieve their housing goals.

KEY OPERATIONAL POLICIES

Key operational policies for a housing counseling department in Santa Fe, NM, should encompass a range of areas to ensure effective and efficient service delivery, adherence to regulatory requirements, and promotion of ethical standards. Here are some key operational policies that may be relevant:

Intake – The intake can be done by the Loan Processor.

Homeownership Counseling – The entire process of homeownership will be discussed and include:

- Decision to purchase a home.
- Selection and purchase of a home.
- Issue arising during or affect period of homeownership (financing, refinancing, default, foreclosure, and other financial decisions.
- Sale or disposition of a home.
- Grant requirements.
- Pre-purchase and Homebuying.
- Home Maintenance and Financial Management for Homeowners.
- Revolving and Preventing Mortgage Delinquency or Default.

- Reverse Mortgage Counseling (HECM).
- Home Inspection documents for Pre-Purchase/Homebuying.

Client receives the following documents upon intake: action plan, program disclosure form, affidavit, authorization and release to obtain personal credit information, authorization to release information, statement of understanding, fee schedule, lead based paint disclosure, privacy policy/confidentiality, sellers disclosure, CARS disclosure, our services, fair housing booklet, for your protection get a home inspection/10 questions for inspector, protect your family/lead based paint brochure, EPA HUD fact sheet and brochure, mortgage shopping referral sheet, radon disclosure sheet, referrals on community resources, instructions on alternative means for disabilities, and VAWA handout.

Client Files – Will contain the required data, certified Counselors Name and HUD ID #, File Number, Financial Analysis (not just the Budget), Activity Log/Counselor Notes, Action Plan, Follow Up, Pertinent Documents, Disclosure, Funder/Grant, and Termination.

Record Keeping - The Housing Trust employs rigorous quality control procedures. Every new client is entered and tracked on an ongoing basis in the MPact Pro (starting 10/1/24) client management system. The data online is password protected. MPACT PRO (STARTING 10/1/24) has integrated record keeping, information accessibility, and reporting capabilities. This system helps the Housing Trust maintain its files and records in accordance with HUD-approved guidelines and can automatically generate 9902 Reports. Counselors also maintain a hard copy file for clients that include the Counselor's name and HUD ID, a standardized intake packet with the original application form, client authorization forms, lead-based paint notifications, fair housing and other HUD required disclosures. This file also includes all initial income documentation and client work plan. All case files are maintained in manila folders with information fastened by retainers and kept in locked file cabinets. Files are organized into four sections (disclosures, income documentation, lending documents, and property documents). Checklists precede each section, and all files are reviewed regularly for completeness at the time of income certification and after closing. A Work Plan and financial analysis are developed with clients to help set clear goals and provide a road map for success in homeownership. It is completed jointly with the Housing Trust counselor and is initialed and dated by the client and the counselor. Copies are given to the client and originals are retained in the file. These forms are part of the intake package and comments pertaining to them are noted in the electronic Client Log. If some reason a sustainable financial analysis cannot be developed that is noted in MPACT PRO (STARTING 10/1/24). Counselors make follow up calls (noted in MPACT PRO (STARTING 10/1/24)) to assess progress within 30 days (or as noted in action plan). Clients are notified by e-mail and/or by phone if they have been inactive or unresponsive for 60 days, acknowledging their suspension as an active client. All records are kept for a minimum of three years after final payment. If there has not been contact within the 90-day period, the Housing Trust will not bill or count that client as an active file.

Confidentiality and Conflict of Interest – The Housing Trust maintains open client records on site in locked cabinets. We also employ an IT company to ensure the computer systems are using the best and latest security software and firewalls. The Housing Trust also makes every effort to ensure that no conflicts of interest arise through its housing counseling and training programs. This is achieved through

written conflict policies in the Board Manual, staff training and a multi-level review of client transactions by clerical staff, and our Loan Committee. These policies ensure that no "person of trust" has any direct interest in the transactions undertaken by prospective homebuyers or receives any form of compensation for the referral of services to any related real estate field. If a conflict were identified, it would be reported to HUD within 15 days along with a description of the corrective actions taken.

We also safeguard that our Housing Counselors are strictly focused on the best interests of their clients. We do not allow our Housing Counselors to advocate for, show or otherwise endorse or try to sell homes that we develop. We will include homes that we develop on a list of available affordable homes to our clients. This list is mostly comprised of homes built by other developers under Santa Fe's inclusionary zoning ordinances. Furthermore, we are an agent of the City of Santa Fe under these ordinances, and we are contractually obligated to allow equal access to all affordable homes.

Fee Structure – Our fee structure is included in the disclosures packet clients receive to sign as well as being posted in our reception area visible upon arrival, on our websites and on the applications. We charge fees for various services provided by the Housing Trust. Some fees are automatically waived such as our HECM Counseling Fee for those at or below 80% AMI. Other fees may be waived at the discretion of management if the fee is a hardship for the client. To have a fee waived the client must make a written request to their Housing Counselor who in turn will present the request to management. Our fees are as follows:

- Financial Literacy Workshops: Free
- Homebuyer Education Workshops: Free
- Pre-purchase Counseling: Free
- Foreclosure Prevention Counseling: Free
- Credit Reports: This cost is the same as our cost to procure the report from Credco
- HECM Counseling: $125.00 but waived may be for clients at or below 80% AMI.
- Closing Fee: $500.00 charged only to clients who purchase a home after completing Homebuyer Pre-purchase Counseling and Homebuyer Education Workshop
- Subordination Fee: $200
- Payoff Fee: $200

Limited English Proficiency (LEP) – Most of our clients who have limited English proficiency are Spanish speakers. We have HUD-certified Housing Counselors and admin staff who are fluent in Spanish so we are able to address that challenge easily. Our marketing materials, applications and disclosures are available in Spanish. We address other language barriers with translators from www.santa-fe-translator.com or with a translator prechosen by the client.

Accommodation of Disabilities – If a client requests special accommodation for a disability, the Housing Trust will accommodate as required. SFCHT has specific accommodations for the following needs and meets additional ones as the situation requires:

- Vision and hearing impaired.
- Accessibility limitations, for example meeting via phone or Zoom call.
- Our counselors are available to meet clients at the client's home.

If we are unable to mutually agree upon an alternate setting or format we will refer the client to another HUD-approved HC agency. The Housing Trust will confirm there is a HUD Certified Counselor on staff to make the appropriate accommodation. All written documentation can be accessed on our website or be sent as requested. Community resource listings are available on our website as well.

Client Follow-up – Through MPACT PRO (STARTING 10/1/24) reports we can track whether the counselors are reaching out to low activity clients at least every 60 days. When a client has become inactive after 90 days, we attempt to contact them by mail, phone, and email to notify them of their status two times. If we can make contact our Housing Counselors will try to determine the issue and work with them to resolve any issues. The Housing Counselor then updates that household's file in MPact Pro (starting 10/1/24), so we have accurate information on their outcome. If there is no client response to our contact efforts or they inform us they are not interested in continuing, we will request contact no later than 30 days from the date of the letter, suspend the file in MPact Pro (starting 10/1/24), the file will be scanned to the Restricted H drive, and the agency will not bill or count as active.

Service Delivery Standards – Each staff member will always be professional, responsive, and provide a quality of service for each client. All ethical standards and a code of conduct are kept on file which emphasizes integrity, honesty, and professionalism in all interactions with clients, colleagues, and stakeholders.

Compliance with Regulatory Requirements – Each staff member will ensure compliance with applicable federal, state, and local regulations governing housing counseling programs, such as HUD guidelines, fair housing laws, and data privacy regulations.

Training – Each staff member will be responsible for attending housing counseling training and keep up to date on continued education courses to maintain the certification status to demonstrate expertise and commitment to excellence in housing counseling. Training and professional development opportunities will enhance their knowledge, skills, and competencies in housing counseling, regulatory compliance, cultural competency, and ethical practice.

Quality Assurance and Continuous Improvement – quality assurance measures will be used to monitor and evaluate the effectiveness of housing counseling services, including client satisfaction surveys, case file audits, and program evaluations. The Santa Fe Community Housing Trust will use feedback from clients, stakeholders, and staff to identify areas for improvement and implement corrective actions as needed.

Complaints and Grievance Resolution – Client complaints, grievances, and disputes in a fair and timely manner. Clients can provide information to the Director of Operations or Senior Housing Counselor to voicing concerns, escalating issues, and seeking resolution through mediation or other dispute resolution mechanisms.

Supervisory Monitoring and Oversight – The Housing Trust's Senior Housing Counselor along with approval from the Director of Operations will include the following to ensure compliance with HUD regulations and reporting requirements.

- Senior Housing Counselor will be responsible to oversee daily operations, providing guidance, and ensuring compliance with policies. Assurance that all housing counselors complete the initial training and certifications as required by HUD. Recommend regular training sessions to keep staff updated on the latest housing counseling techniques, regulations, and industry best practices and develop individual plans for each counselor to address skill gaps and promote career growth.
- Director of Operations will be responsible to work with the Senior Housing Counselor to ensure detailed procedures for all counseling activities, including client intake, counseling sessions, documentation, and follow up.
- Audits will be conducted prior to any loan committee meetings on all client files to review documentation, accuracy in calculations, financial assistance, etc.
- Case reviews will be conducted quarterly utilizing the section 1-4 checklists to focus on accuracy, compliance, and counseling effectiveness. Two signatures along with the initial reviewer will be required.
- All quarterly reports will be reviewed with housing counseling staff to discuss key performance indicators (i.e. number of clients served, outcomes, education, training). A review of monthly percent of counselor client files will also be discussed.
- All deficiencies will be provided to senior management and include prompt effective corrective measures. All information is documented and saved in the shared drive.
- Weekly staff meetings will be held to discuss departmental updates, address issues, and share best practices. Other various communication channels will be used for ongoing communication.

MARKETING AND OUTREACH

Marketing and outreach efforts should aim to raise awareness of available services, reach target populations in need of assistance, and promote engagement with the community. Here are some examples of marketing and outreach strategies.

We market to our target group in numerous ways. A core marketing activity is the use of social media via Facebook and TikTok. We place physical signage in key locations such as new affordable developments. We also place advertisements in local publications. Our application (English and Spanish) is available online along with instructions on how the applicant builds their intake package. Our website also switches to Spanish using a tab. Perhaps the most important aspect of our outreach is our participation in local and community events such as housing and business fairs. Our Housing Counselors conduct classes and outreach activities at affordable apartments in the community as well as partner with local credit unions to participate in Student Fairs.

We network with several non-profits like Habitat for Humanity to better serve the individualistic needs of some of our clientele where there are needs, we do not address such as home repair loans.

Community Workshops and Events:

Host educational workshops, seminars, and community events on topics such as homeownership readiness, foreclosure prevention, budgeting and financial management, and fair housing rights.

Partner with local organizations, community centers, libraries, and faith-based institutions to co-host events and reach diverse audiences.

Multilingual Materials and Resources:

Develop marketing materials, brochures, and informational resources in multiple languages to ensure accessibility for non-English-speaking residents, including Spanish-language materials for the Hispanic community in Santa Fe.

Translate website content, social media posts, and promotional materials to reach a broader audience and promote inclusivity.

Digital Marketing and Social Media:

Maintain an active presence on social media platforms such as Facebook, Twitter, and Instagram to share updates, housing tips, success stories, and event announcements.

Use targeted online advertising campaigns to reach specific demographics or geographic areas within Santa Fe and drive traffic to the housing counseling department's website or contact information.

Local Media Outreach:

Reach out to local newspapers, radio stations, and television networks to share press releases, feature stories, and public service announcements about housing counseling services, upcoming events, and success stories.

Cultivate relationships with journalists and media outlets to secure coverage of housing-related issues and raise awareness of available resources.

Collaboration with Community Partners:

Forge partnerships with local government agencies, nonprofit organizations, real estate professionals, lenders, and housing developers to leverage their networks and resources for outreach efforts. The Housing Trust will confirm a HUD Certified Counselor is on staff.

Participate in community coalitions, task forces, and advisory boards focused on housing affordability, homelessness prevention, and fair housing advocacy to amplify outreach efforts and coordinate service delivery.

Direct Mail and Email Campaigns:

Develop targeted direct mail campaigns to distribute informational flyers, postcards, and newsletters to residents in underserved neighborhoods or areas with high rates of housing instability.

Build an email subscriber list and send regular newsletters, updates, and resources to subscribers highlighting housing counseling services, upcoming events, and relevant housing-related news.

Mobile Outreach and Pop-Up Events:

Conduct mobile outreach efforts by setting up information booths, tents, or mobile units at community events, farmers' markets, fairs, and public gatherings to engage with residents and provide on-the-spot assistance.

Organize pop-up counseling sessions or office hours at convenient locations throughout Santa Fe, such as libraries, community centers, or neighborhood hubs, to meet residents where they are and increase accessibility to services.

Referral Networks and Word-of-Mouth:

Build strong referral networks with local service providers, housing agencies, social service organizations, and healthcare providers to receive referrals and recommendations for housing counseling services. The Housing Trust will confirm a HUD Certified Counselor is on staff.

Encourage satisfied clients to share their experiences and refer friends, family members, and colleagues in need of housing assistance, leveraging word-of-mouth marketing to expand outreach efforts organically.

AFFIRMATIVELY FURTHERING FAIR HOUSING (AFFH)

The Housing Trust takes measures across all its activities, not just Housing Counseling, to meet our duty to Affirmatively Further Fair Housing. Our Counselors and homebuyer education classes emphasize the rights of all protected classes during the homebuying process. We have educational materials and resources for renters although we do not counsel them.

Our staff attends Fair Housing Workshops and seminars as provided by HUD, the New Mexico Mortgage Finance Authority, or the City of Santa Fe on an ongoing basis. Continuous engagement in Fair Housing training ensures that our staff has the latest information and a depth of knowledge created by repetitive study.

We have reviewed the City of Santa Fe's 2023-2028 Consolidated Plan and Analysis of Impediments.

Our anticipated outcomes are households that receive one-on-one counseling also receive.

- education services
- information on fair housing, fair lending and or accessibility rights
- a customized budget
- access to resources to help improve their housing situation such as down payment assistance or utility and rental assistance.
- access to non-housing resources such as social service programs, legal services and or public benefits.
- ability to purchase their first home.

Information Retention

The HUD HC Files, financial records and supporting documentation are retained for a minimum of three years after the final draw. We have them saved digitally in password restricted folders and current clients locked in file cabinets.

QUALITY CONTROL

EMERGENCY RESPONSE AND BUSINESS CONTINUITY

We have a comprehensive emergency response plan that addresses our activities in addition to our Housing Counseling role.

Cloud Based Server Backup

Our server and all our electronic files are backed up on the cloud. This will prevent the loss of our data and important records and databases.

Remote Access and Communication

All employees have remote access to their desk computers via a Virtual Private Network. This allows all employees to continue to function remotely in the event of a disaster. We have set conference lines and are using virtual meeting software so we can function as a team if forced to work remotely.

Staff and Capacity

1. Ronald Chavez – Senior Housing Counselor, HECM
2. Yvonne Madrid – Housing Counselor, HOPWA
3. Andrea Gerber – Housing Counselor, HECM in training
4. Cynthia Webb – Housing Counselor, Community/Networking organizer
5. Laura Lucero – Loan Processor, Portfol Administrator

Qualifying Criteria

Non-Profit Status
Good standing with the Secretary of State
No Fair Housing or Civil Rights Violations
HUD Approved Housing Counseling Agency
Conflict of Interest Procedures
Policy for Ineligible Participants
Work Plan
Certification Requirements to include: Financial Management, Housing Affordability, Homeownership and Tenancy, Avoiding Foreclosure, Property Maintenance, Fair Housing
Stay up to date with industry standards for housing counseling and complete all HUD required training

Approved By:

Angela Peinado	Director of operations	9/17/24
Angela Peinado Signature	Title	Date
	CEO	9/17/24
Roman Abeyta Signature	Title	Date

RCAC Reviewed 7/24/24

Angela Peinado

rom: Yanetta, Benjamin T <Benjamin.T.Yanetta@hud.gov>
Sent: Wednesday, September 18, 2024 9:23 AM
To: Yvette Quesada; Angela Peinado
Cc: Housing Counseling External Email
Subject: RE: <External Message> Santa Fe - Workplan updated with new CMS

Hi Yvette and Angela,

I just reviewed your revised work plan and just wanted to say that this is an exceptionally well written document. I would recommend sharing this with others within RCAC's network as an example of how to make the document compliant but also specific to the agency's actual activity and goals. Very well done!

Thank you,

Ben Yanetta
Housing Program Specialist
Benjamin.t.yanetta@hud.gov

From: Yvette Quesada <yvette.quesada@rcac.org>
Sent: Tuesday, September 17, 2024 3:10 PM
To: Yanetta, Benjamin T <Benjamin.T.Yanetta@hud.gov>
Cc: Housing Counseling External Email <housing.counseling@rcac.org>
ıbject: <External Message> Santa Fe - Workplan updated with new CMS
ımportance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. If you have concerns about the content of the email, please send it to phishing@hud.gov or click the Report Phishing Button on the Outlook ribbon or Phishing option within OWA.

Hi Ben,

Santa Fe updated their workplan to reflect their new CMS as of 10/1/2024.

Thank you,

Yvette Quesada

RCAC | HOUSING

ıusing Counseling Program Manager I California

(951) 401-1316

Angela Peinado

rom: Yvette Quesada <yvette.quesada@rcac.org>
Sent: Tuesday, August 6, 2024 2:37 PM
To: Angela Peinado
Cc: Housing Counseling External Email
Subject: HUD approved the workplan
Attachments: 2024 HUD WorkPlan - HUD approved 8.2.24.pdf

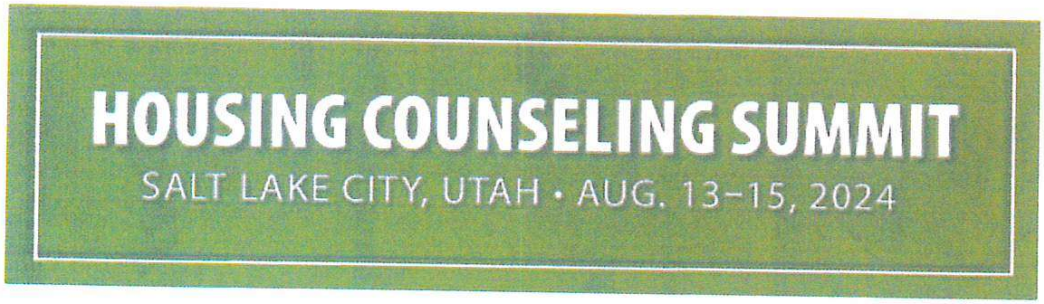
Hi Angela,

Just wanted to let you know that HUD approved the workplan submitted - please use the attached copy going forward.

With Gratitude,

Yvette Quesada
RCAC | HOUSING
Housing Counseling Program Manager I California
(951) 401-1316
yvette.quesada@rcac.org
www.rcac.org
RCAC - Home | Facebook
RCAC
www.rcac.org
RCAC is an equal opportunity provider, employer and lender

Join our HC Trainings list for updates on upcoming trainings
Join our HC Newsletter list to receive other important housing announcements



STAFF RESUMES

D

ROMAN "TIGER" ABEYTA

4325 Camino Lila, Santa Fe, New Mexico, 87507, Phone: 505-919-9722 or 505-470-2224, Email: tigerabeyta@gmail.com

MANAGEMENT

- **Extensive background in Government and Non-Profit Sectors**, including experience in Land Use Planning, Human Resources, Budget, Bookkeeping, Finance, Public Relations, Fund Development, and Grant Writing.
- **Extensive Background in Management**, strategic planning, policy development, execution, leadership, superior creative problem solving, and motivational speaking.
- **Certified Senior Professional in Human Resources (SPHR)** offering a 20-year career distinguished by commended performance and proven results.

Skills

Fund Development	*Community Organizing*	*Strategic Planning*
Public Speaking	*Employee Relations*	*Training & Development*
Media Relations	*Organizational Development*	*Land Use*
Crisis Management	*Project Management*	*Board Development*

PROFESSIONAL EXPERIENCE

SANTA FE COMMUNITY HOUSING TRUST
NON-PROFIT HOUSING ORGANIZATION

EXECUTIVE DIRECTOR, NOVEMBER 2022 TO PRESENT

Manages the development and implementation of a strategic affordable housing advocacy program. Leads and directs staff and contractors in the development of HUD programs, loan programs, program management, grant writing, public relations, and communication activities. Manages the financial resources in a cost-effective manner, including developing and meeting budgets, developing and implementing strategic plans, HUD compliance, and affordable housing and affordable loans available to the community.

BOYS AND GIRLS CLUBS OF SANTA FE/ DEL NORTE
NON-PROFIT YOUTH SERVING ORGANIZATION

CHIEF PROFESSIONAL OFFICER, JUNE 2011 TO NOVEMBER 2022

Responsible for providing leadership and direction in overseeing strategic planning and operation of the organization, in support of organizational mission and goals. Provides leadership, direction and support to the board of directors in developing organizational goals, attaining, allocating and managing resources, and establishing policies. Provides leadership and direction to staff management and partnership development in carrying out the key roles.

CITY OF SANTA FE

CITY COUNCIL, DISTRICT 3, MARCH 2018 TO DECEMBER 2021

Acts with the entire city council to formulate policies and works to conduct policy concerning the current state of the city, and the future of the city as well. Participates in City Council meetings. Serves as the Chairman of the City's Finance Committee, serves on the Santa Fe Solid Waste Management Agency, and City Public Works and Land Use Committee.

SANTA FE COUNTY — Santa Fe, NM
Local Government employing 900 professionals.

County Manager, October 2006 to July 2010

Oversee daily operations, services and activities of the County organization. Prepare and administers a $200 Million annual operating budget. Responsible for all Human Resources actions of approximately 900 County Employees. Has final authority on employee grievances, disciplinary actions, and labor agreement interpretations. Provide direct oversight of County Human Resources Department. Develop and conduct employee trainings in the areas of customer service, middle management, and leadership. Inform Board of County Commissioners of the financial status, major projects, programs and issues. Develop and implement County goals, objectives, policies, and priorities. Meets with management staff to identify and resolve problems, evaluate, assess, assign, and monitor workloads. Provide administrative support systems and internal reporting relationships. Coordinate with elected officials to provide highly responsible and complex administrative support to the County Commission. Represent the County to the Governor of the State of New Mexico, the State of New Mexico Legislature and New Mexico's Federal Congressmen and Senators. Coordinate County activities with those of other counties, cities, and tribal entities and the State of New Mexico. Explain, justify, and defend County programs, policies and activities to the general public and the media.

Key Results:

- Created and implemented first ever County Strategic Plan.
- Reorganized Santa Fe County into 4 structured departments from 11 departments to address significant organizational growth and achieve operational efficiencies.
- Negotiated and implemented Regional Transportation Tax for the City and County of Santa Fe to fund the North Central Regional Transit District
- Negotiated and implemented salary increases for Public Safety staff – Sheriff's Deputies, Correctional Officers, and Fire Department.
- Made substantial improvements in the operations of the Santa Fe County Jail. Santa Fe County was under a CRIPA investigation by the Federal Department of Justice (DOJ) due to unconstitutional conditions of confinement. In December 2009 DOJ closed the investigation and issued a statement of compliance.
- Created County Public Information Office.
- Partnered with Santa Fe League of Women Voters and conducted a transparency audit.

CITY OF SANTA FE — Santa Fe, NM
Local Government employing 1600 professionals.

Deputy City Manager *May 2006 to September 2006*

Assist City Manager with the oversight of the operations, services and activities of the City organization with 1600 employees and an annual operating budget of $400 million dollars. Independently plan and perform work assignments provided by the City Manager. Serve as City representative in various projects, committees, and programs involving interaction with other governmental jurisdictions. Serve as Human Resources Director with a staff of fifteen. Serve as Chief Negotiator for management regarding collective bargaining agreements with AFSCME, Fire and Police unions using both traditional bargaining techniques and interest based bargaining techniques. Conduct employee pre-disciplinary hearings. Served as Director of Permits and Enforcement for the City Planning and Land Use Department. Streamlined Building Permit application review and approval process. Assisted with the planning and implementation of a department wide re-organization. Represent City Manager at meetings. Provide direct supervision and oversight of eight City Department Directors.

Key Results:

- Served as Chief Negotiator for management and successfully negotiated salary increases for city staff.

- Researched, prepared and presented property tax increase to City Council for purposes of funding salary increases for Police Officers and pay for new fire fighter equipment. City Council approved property tax increase.

SANTA FE COUNTY — Santa Fe, NM
Local Government employing 900 professionals.

Deputy County Manager *March 2004 to April 2006*

Responsible for oversight of the day to day operations, services and activities of the County organization. Provide direct supervision and oversight of all eleven County Department Directors. Provide direct oversight of Human Resources Department with a staff of twelve. Serve as Chief Negotiator for management to negotiate collective bargaining agreements with AFSCME, Firefighters, and Police unions. Conduct employee pre-disciplinary hearings. Independently plan and perform work assignments provided by the County Manager. Serve as County representative in various projects, committees, and programs involving interaction with other governmental jurisdictions. Attend meetings with the County Manager and represented the County Manager at meetings during his absence. Served as the interim

Key Results:

- Participated in the development and adoption of the City and County of Santa Fe Regional Land Use Plan which includes water, wastewater, transportation, and economic development elements.
- Participated in the review of proposals to award the design contract for the New Mexico Rail Runner.
- Introduced Interest Based Bargaining to Santa Fe County management and collective bargaining unions.
- Served as interim County Finance Director for twelve months with direct supervision of a staff of thirty employees. Developed, presented, and implemented a $200 million dollar annual operating budget.

Planning and Land Use Director June 2002 to February 2004

Manage the County's Planning and Land Use Department which includes the direct oversight of a staff of forty employees and the preparation and maintenance of the department budget. Coordinate with federal, state and local government entities on matter of regulation and long term planning which includes, urban, community and transportation planning. Oversee the preparation, adoption, implementation and enforcement of land use rules, policies, resolutions, ordinances, and plans. Work with boards and committees. Work with the public and private entities to ensure county code compliance.

Planning and Land Use Department (Various Roles) February 1991 to May 2002

Worked in the Planning and Land Use Department in building permit review, small lot subdivision review, and development review which included reviewing subdivision and zoning applications for compliance with the Santa Fe County Code and Extraterritorial Zoning Ordinance. Prepared and presented application to zoning boards and commissions.

Education & Certifications

SANTA FE COMMUNITY COLLEGE — Santa Fe, NM
January 2011 (31 Semester Hours Completed)

HR Designations:

- SPHR (Senior Professional in Human Resources), 2010-2013

ANGELA MARIE PEINADO, PHD

2738 La Silla Dorada | Santa Fe, New Mexico 87505 | (505) 412-2888 | a_peinado@msn.com

PROFESSIONAL SUMMARY

Highly motivated manager with extensive fiscal, program, human resources, and grant management experience.

SKILLS

Federal and State Grant Management and Reporting
Accounts Receivables and Payables
Budget Preparation and Financial Reporting
Fixed Asset and Payroll Management
Detail Oriented and Excellent Time Management
Human Resource Management
Contract and Procurement Management
Proficient in Quicken, QuickBooks, and Excel
Program and Project Management
SHARE Experience
Policy and Procedure Development
Legislative Experience

EXPERIENCE

- Business Operations Manager for the Santa Fe Community Housing Trust; 1111 Agua Fria Street in Santa Fe, New Mexico 87501 (505) 989.3960; Roman Abeyta; December 2022 to Current.
  Responsible for all accounting functions, human resources, grant management and reporting, procurement, audit reporting, management of staff, program management, housing counselor coordination, and organizational improvements.
- Staff Manager for Human Services Department; 1464 Rodeo Road in Santa Fe, New Mexico 87505. Carolee Graham.
  Responsible for preparing, reviewing, and submitting federal and state grant reports within strict timelines for the Medicaid program; coordinating program improvements with other stakeholders, and conducting research and reconciliations for process improvements.
- Fiscal Grants Analysist for the Public Education Department; Jerry Apodoca Building in Santa Fe, New Mexico 87501.
  Responsible for SHARE reporting on federal and state grant invoices for schools statewide; prepared journal entries and reconciliations as well as budget reporting and capital outlay payments.
- Treasurer for the Village of Pecos; PO Box 337 in Pecos, New Mexico 87552.
  Responsible for Department of Finance reporting on all fiscal matters; capital outlay and fixed asset reporting; budget preparation and management; legislative bills and presentations; board meeting preparation, management of personnel, and overseeing all policies and procedures for the Village.
- Senior Statewide Program Manager for the Administrative Office of the Courts; 237 Don Gaspar in Santa Fe, New Mexico, 87501.
  Responsible for developing children's court and drug court statewide initiatives; process improvements, procedures, fiscal grant management, and training initiatives. Collaboration through statewide District Courts, Magistrate Courts, and Supreme Court personnel. Also served as Deputy Court Administrator for the First Judicial District Court in Santa Fe, New Mexico prior to working with the Administrative Office of the Courts in which in charge of court process and procedures, fiscal management, and special program manager for court projects.

EDUCATION

- University of Phoenix in Phoenix, Arizona. Doctorate in Business Administration (DBA). April 2013. *Published Dissertation on Drug Court Coordinators Personality and Communication Styles.*
- University of Phoenix in Albuquerque, New Mexico, master's in business administration (MBA). January 2004.
- Eastern New Mexico University in Portales, New Mexico, Bachelor of Science (BS) received in May 1993.

REFERENCES

Louise Baca-Sena; Former Supervisor and Director at the Administrative Office of the Courts; (505) 470-6328

Theresa Vaisa; Principal; (505) 670-0857

Judge Monica Zamora; Committee Head and Judge; (505) 263-6709

Ronald J Chavez
Homebuyer Services (Full Time Position)
Santa Fe Community Housing Trust

Duties at the Housing Trust:

- Outreach to builders, realtors, mortgage lenders, and prospective homebuyers.
- Implementation of homebuyer assistance programs in compliance with internal policies and Grant funding requirements. This includes sales of discounted homes and establishing client qualifications for grant awards assistance and related activities.
- Train and educate first-time homebuyers in credit repair when necessary.
- Counseling at-risk homeowners in Mortgage Default Prevention.
- Teaching the home buyer training class to small and large groups (includes Spanish classes).
- HUD Certified Counselor.
- HUD Certified HECM Counselor.
- Bilingual.

Prior Work Experience
2004-Present Homebuyer Services Coordinator - Santa Fe Community Housing Trust
2001-2004 Homebuyer Counselor - Homewise, Inc.
1998-1999 Executive Personnel Analyst - State of New Mexico Personnel
1991-1998 Branch Manager - Norwest Financial

Education

B.BA, Loyola Marymount University, 1990
Graduate, St. Michael's High School, 1986

Yvonne Madrid

Santa Fe, NM 87505
vonimad@icloud.com
505-316-2431

Work Experience

The Housing Trust

Hud Certified Housing Counselor

September 2021-Present

Provide one on one counseling and interview clients with respect to their overall financial situation as it relates to home ownership. Help with budgeting, debt reduction, credit rebuilding and education. Facilitate Home Buyer Education Class. Create a plan for all clients and ensure completion of a client's file per organizational and HUD guidelines. Adhere to all guidelines related to the confidentiality of client records and information and requirements per the HUD Housing Counseling Handbook and National Industry Standards for Homebuyer Education and Counseling. Proactively manage workload, calendar and client appointments to help meet the goals of the organization and serve the client effectively. Conduct community outreach to meet program goals.

Front Desk Receptionist

Inn On the Alameda

March 2021-September 2021

Greet, register and make room assignments for Hotel Guests. Issue keys to guests and handle cash and credit card transactions. Respond to telephone inquiries in prompt and courteous manner and record and update room reservations as required. Enter reservations reservation forms, and group booking information in an accurate and timely manner. Assist with luggage or room deliveries as necessary.

Respond to guest requests for information and hotel services, entertainment and local travel. Make dinner reservations and other arrangements for guests.

Perform problem solving as needed.

Property Manager/Vacation Rentals

Casas de Santa Fe

October 2013 to Present

Prepare homes for guest arrival to include, cleanliness, checking for proper operation of televisions, internet etc. Troubleshoot for any maintenance issues.

Interact with owners regarding the maintenance of their homes and keep the level of standards in comparison to a 5 Star Hotel. On call 24/7. Answer emergency phone after hours and respond accordingly. Interact with various vendors-housekeeping, electricians, plumbers, handymen and coordinate any maintenance with guests and owners. Prepare all key envelopes for guest arrival. Maintain inventory of all amenities for homes, linens and minor supplies (light bulbs, paper products, cleaning products etc. Maintain accurate key inventory for all homes.

Escrow Assistant

Fidelity National Title

February 2011 to August 2013

Assist Escrow officer in real estate escrow transactions by determining requirements; clearing titles; assembling, preparing, and reviewing closing documents; disbursing funds. Determine escrow requirements by studying and clarifying buyer, seller, and lender instructions. Obtain clear title by ordering title reports; resolving title defects; satisfying existing liens and encumbrances against property or principals.
Establish escrow account by depositing funds; maintaining records.
Prepare transaction documents by completing forms and statements; collecting and reviewing existing documents.
Complete calculations by prorating taxes and interest.
Complete closing by recording and filing documents; preparing and distributing final closing statements and title. Prepare HUD by utilizing lender instructions. Closes escrow account by balancing and disbursing funds.

Management Analyst

The State of New Mexico

November 2008 to February 2011

Determine and compile an inventory of right of way that is owned by the State of New Mexico. Analyze legal conveyance documents and determine validity. Gather data and enter into a central data base using micro film, right of way maps and other computer programs used by the State of New Mexico.

Escrow Assistant

Stewart Santa Fe Abstract

June 2008 to August 2008

Assist Escrow officer in real estate escrow transactions by determining requirements; clearing titles; assembling, preparing, and reviewing closing documents; disbursing funds. Determine escrow requirements by studying and clarifying buyer, seller, and lender instructions. Obtain clear title by ordering title reports; resolving title defects; satisfying existing liens and encumbrances against property or principals.
Establish escrow account by depositing funds; maintaining records.
Prepare transaction documents by completing forms and statements; collecting and reviewing existing documents.

Complete calculations by prorating taxes and interest.
Complete closing by recording and filing documents; preparing and distributing final closing statements and title. Prepare HUD by utilizing lender instructions. Closes escrow account by balancing and disbursing fund

Escrow Assistant

Southwestern Title & Escrow
April 2007 to June 2008

Assist Escrow officer in real estate escrow transactions by determining requirements; clearing titles; assembling, preparing, and reviewing closing documents; disbursing funds. Determine escrow requirements by studying and clarifying buyer, seller, and lender instructions. Obtain clear title by ordering title reports; resolving title defects; satisfying existing liens and encumbrances against property or principals.
Establish escrow account by depositing funds; maintaining records.
Prepare transaction documents by completing forms and statements; collecting and reviewing existing documents.
Complete calculations by prorating taxes and interest.
Complete closing by recording and filing documents; preparing and distributing final closing statements and title. Prepare HUD by utilizing lender instructions. Closes escrow account by balancing and disbursing funds.

Mortgage Loan Processor, Assistant to Senior Loan Officer

The Watkins Group
August 2004 to April 2006

Responsible for assisting loan officers in gathering, analyzing, and submitting loan files from potential borrowers to various lenders for approval. Follow up on files submitted
and meet any additional conditions required by lender. Schedule and coordinate closing procedures and times with the borrower, loan officer, lender, and closing agency. Responsible for the daily operations of the company.

Mortgage Loan Processor, Closer/Funder

Quest Mortgage
July 2001 to August 2004

Responsible for assisting loan officers in gathering, analyzing, and submitting loan files from potential borrowers to various lenders for approval. Follow up on files submitted
and meet any additional conditions required by lender. Schedule and coordinate closing procedures and times with the borrower, loan officer, lender and closing agency. Provide documents to closing agency for closing.
Responsible for final purchase and funding of loans with correspondent bank along with any corrections needed.
Community Bank

Operations Manager, Banking Officer

October 1996 to July 2001

Responsible for overseeing daily operations of the Teller Line and New Accounts. Supervised and evaluated a staff of nine. Responsible for auditing, reporting, and record keeping of cash vault, three automated teller machines, and all monetary items. Schedule and conduct monthly meetings for entire branch. Coordinated and assisted in conversion
of a new computer system and move to all new branch location.

Customer Service Representative

Sunwest Bank

January 1993 to October 1996

Open checking, savings, IRA's, safe deposit boxes. Cross sell other Bank Products. Open and close Branch twice a week.

Education

HUD Certified

Principles of Banking

Santa Fe Community College

September 1994 to March 2001

High school diploma in Business

Battle Mountain High School - Minturn, CO

1988

Andrea Gerber
Housing Counselor (Full Time)
Santa Fe Community Housing Trust

Proficient work experience in Continuum of Care Permanent and Temporary Housing Grants, project administration, Housing Opportunities for Persons with AIDS, Data administration, Information Security, and HIPAA compliance. Fully involved with providing support in State, local agency, and Government HUD audits for The Santa Fe Community Housing Trust to serve and meet the organization's goals and needs proactively and effectively.

HUD Certified Housing Counselor –
August 2, 2023

- HUD Certified and trained to assess client financial status, housing goals and needs.
- Able to notarize organization documents as a State of New Mexico Notary Public.
- Advise clients in credit repair or refer them to specialists for more serious cases.
- Provide in person Housing Counseling about home ownership and financial status as well as qualifying for a first mortgage.
- Create budgets and client action plans as goals for the client to reach their housing goals successfully.
- Maintain compliance with HUD guidelines regarding confidentiality, HIPAA privacy and all industry standards required by Housing Counselors and agencies.
- Assist clients with financial literacy that includes budgeting, credit, debt reduction to become homebuyer ready, and/or prevent foreclosure.
- Host classes in financial literacy, basic will preparation and knowledge for seniors and other basic topics in conjunction with the Civic Housing Authority, and schools and other agencies.
- Host Home Buyer training classes covering HUD National Industry Standards for Homebuyer Education with volunteers from the community that are directly providing related services.
- Maintain and update client files and financial records regularly as required.
- Utilize CounselorMax, Calyx and other data inquiry record keepings systems as needed.
- Communicate openly with clients and lenders, title companies and others involved in the home buying process.
- Effectively pursue clients, donations, volunteers, and community partners to reach organizational needs.

Prior Work Experience

Special Needs Housing Programs & Grant Manager – Santa Fe Community Housing Trust
2003 Private Practice – Licensed Massage Therapist - Nationally Certified in Therapeutic Massage & Bodywork
Medical Billing Office Manager & Audit Compliance Specialist – FootPrints Shoes – Newington CT
Variable Annuity & Mutual Funds Wholesale Financial Advisor- American Skandia Life Assurance Corporation – Shelton CT
Transportation Dept. Fleet Liaison & Dispatch Coordinator – Ames Department Stores CT Corporate Office
Connecticut Bank & Trust – Teller and Safe Deposit Manager, Large Items Charge backs.

CYNTHIA WEBB
MOBILE: (505) 604-3907
EMAIL: CWEBB@HOUSINGTRUSTONLINE.ORG

EXEUTIVE SUMMARY:

A talented, Knowledgeable, productive, Mortgage Advisor professional with in-depth knowledge of operational, financial and Real Estate base service issues. Consistently able to assess new situations, identify problems, or deficiencies and initiate constructive action that improves positive outcomes for consumers within the real estate market. Adapt at working as a team member in a shared-governance environment or as an individual contributor in situations requiring independent thinking, resourcefulness and decision making. Accommodates change, accountability, stress, multiple tasks and challenges with grace and quiet determination. Can be counted on to produce results rather than creative explanations or dramatic excuses.

AREAS OF PROFICIENCIES

- Leadership
- Management
- Training & Development
- Computer proficiency
- Financial Literacy
- Credit Repair
- Table Games Management
- Community resources

MEMBERSHIPS & CERTIFICATES OF COMPLETION

- Bank Teller Certification
- Nationwide Multistate Licensing System (Licensed Mortgage Advisor)
- Greater Albuquerque Associates of Realtors
- HUD Certified Counselor
- Home Ownership Literacy Instructor

Education

- associate degree with the Technical Vocational Institute of Albuquerque NM Financial Business
- National Association of Bank Teller training
- United New Mexico Bank in House Bank Teller Certification
- The Leather Factory in House Accounting Curriculum

Experience

Mortgage Advisor — 2004 – Present

- The Housing Trust
- Nexa Mortgage LLC
- Finance of America
- Castle & Cooke LLC
- NewRez LLC
- Luminate Home Loans Inc
- Podium Mortgage Capital LLC
- First California Mortgage Company
- Gateway First Bank
- L & G Mortgage Inc
- TRE Mortgages

Casino Floor Supervisor — 2001 – 2014

- Sandia Casino
- Isleta Casino
- Santa Ana Casino

Accountant/Bookkeeper — 1994 - 1996

- The Leather Factory

Bank Operations Manager — 1986 – 1993

- Wells Fargo Bank
- Norwest Bank
- United New Mexico Bank

Community Engagement

- Banking Day for the Elementary School Students-United New Mexico Bank
- Coaching for the African American Greater Albuquerque Chamber of Commerce housing literacy course
- Housing Summit Highland High School
- Greater Albuquerque Association of Realtors
- Making Strides against Breast Cancer Association
- Office of Black Community Engagement
- Run for the Zoo to support the care of the animals
- Information session provided for Rio Communities
- Housing Fair UNM Student Union Building
- Sunday is Funday Community Business Fair Rio Rancho

Dina Gurule-Trujillo
P.O. Box 9702
Santa Fe, NM 87504
(505) 470-4330

OBJECTIVE

Obtain a position where I can utilize my experience in the property management, lending, financial, human resources, and non-profit sector.

EXPERIENCE

July 2011 — Present
Santa Fe Boys and Girls Clubs, Inc.
Santa Fe, NM 87507

DIRECTOR OF OPERATIONS

Responsible for the oversight of 6 Boys and Girls Club building sites and properties. Duties include ensuring sites meet State Building Code, applicable zoning requirements, and State of New Mexico Childcare Licensing requirements. Oversee the maintenance and construction of Club sites including the construction of new buildings, building additions, and the installation of infrastructure and related improvements. Plan, evaluate, and recommend properties for the purpose of locating Club sites including ensuring site meets applicable zoning requirements and building will meet applicable codes for childcare facilities. Review and approve building leases. Oversee the sale and purchase of properties. Responsible for the management, improvements, and up-keep of three non-business-related facilities for the purpose of generating rental income for the organization.

August 2008 – March 2011
Century Bank
Santa Fe, NM

COMMERCIAL LOAN ASSISTANT

Type memos, correspondence, and related documents as required by Lender, close all loans with customers and send booking packages to Loan Operations. Assist customers with advances, transfers, payments, account information. Maintain commercial credit files with current financial information, tax returns, credit reports, and collateral documentation. Work with lenders in clearing pre and post funding technical exceptions.

Perform a variety of administrative, secretarial, and business development duties as required by lender, insuring efficient and timely workflow. This includes pulling weekly reports from Senergy such as Past due Reports, Notes coming due, and other reports as needed.

Dina Gurule-Trujillo
P.O. Box 9702
Santa Fe, NM 87504
(505) 470-4330

August 2005 – July 2008
1st Metropolitan Mortgage
Santa Fe, NM

LOAN PROCESSOR

Upload, Register and lock loans. Review all income/asset information on Applications in Caybq run DU/LP and submit loans to various Lenders. Order payoffs, Appraisals, Title Binders, Homeowners Insurance. Collect needed conditions requested by Lenders. Schedule closings, order loan documents, check Settlement Statements. Prepare final disclosures for closings. Stack files and make sure files complete for Quality Control, prepare and calculate commission sheets for Loan advisor commissions on loans, scan file on disk and send hard file to Corporate.

August 2003 – July 2005
First State Bank
Santa Fe, NM

COMMERCIAL LOAN ASSISTANT AND CONSUMER LOAN PROCESSOR

Type memos, correspondence, and related documents as required by Lender, close all loans with customers and send booking packages to Loan Operation. Assist customers with advances, transfer, payments, account information, and direct to other employees if necessary. Maintain commercial credit files with current financial information, tax returns, credit reports, and collateral documentation. Work with lenders in clearing pre and post funding technical exceptions.

Perform a variety of administrative, secretarial, and business development duties as required by lender, insuring efficient and timely workflow. This includes pulling weekly reports from nautilus such as Past due Report, Notes coming due, and other reports as needed. Maintain Construction Draw files and service Construction loans. This includes ordering and reviewing inspections, calculating loan draws, down date endorsements, disbursing loan draws, monitoring receipt stem wall surveys, and receipt of survey deletion endorsements. Assist loan Officers as requested with inputting loan applications and ordering Title binders from Title Companies, appraisals, UCC Searches, OFAC. Complete all withdrawals and denials.

Post-Closing duties include, all liens filed on titles and mortgages recorded. Maintain Insurance current on any collateral taken by the bank. Obtain and review Title Policies from Title companies. Obtain escrow agent acknowledgment of assignment of real estate contracts or other like collateral. Process paid notes, release collateral. Prepare files for archive storage.

April 2001 – July 2003
Century Bank
Santa Fe, NM

LOAN ASSISTANT

Process, Construction and Single-Close loans. Order and verify loan documents, send verified documents out to Title Company. Check Settlement Statements, fund loans and ensure loans are booked. Close renewals and extensions. Work exception reports for loan officer. Order Appraisals, title Binders and Builders risk Insurance. Pull credit reports, order flood certification and prepare commitment letters.

Dina Gurule-Trujillo
P.O. Box 9702
Santa Fe, NM 87504
(505) 470-4330

Prepare release of Mortgages. Answer phones, schedule appointments. Check on overdrawn checking accounts and past due loans.

Prepare daily rates for New Mexican, Abuquerque Journal. Send loan files for review. Help customers with loan applications prepare loan packets for all branches. Apply loan payments and issue payoffs to Title Companies.

October 1991 – May 2001
American Surety Title
Santa Fe, NM

ESCROW ASSISTANT-PRECLOSING

Prepare buyers/sellers closing documents. Order payoffs and surveys. Check on property taxes, sewer and refuse, homeowner's association dues, meet binder requirements and schedule closings. Send Lenders closing packages. Correct Settlements Statements as needed and send out recordings. Prepare and send mail out closing packages, answer phones when needed.

ESCROW TECHNICIAN-POST CLOSING

Fund closings, balance and disburse al' checks on transaction, issue overnight payoff checks, send wire transfers, and deposit earnest money. Set up Real Estate contracts with escrow Companies. Record releases and file.

EDUCATION

1990-1991	Santa Fe Community College
1989-1990	New Mexico State University
1983-1987	Santa Fe High School

HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

RONALD CHAVEZ
of
SANTA FE COMMUNITY HOUSING TRUST

for meeting the criteria for this certification.
This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: April 8, 2020

Agency HCS ID: 82669
Housing Counselor ID: DPBAN4

Jerrold H. Mayer

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.

HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

YVONNE MADRID
of
SANTA FE COMMUNITY HOUSING TRUST

for meeting the criteria for this certification.
This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: November 22, 2021

Agency HCS ID: 82669
Housing Counselor ID: X3GFXA

Jerrold H. Mayer

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.

HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

ANDREA GERBER
of
SANTA FE COMMUNITY HOUSING TRUST

for meeting the criteria for this certification.
This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: August 10, 2023

Agency HCS ID: 82669
Housing Counselor ID: VJ36IS

Jerrold H. Mayer

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.

HUD CERTIFIED HOUSING COUNSELOR

This Certificate is issued by the U.S. Department of Housing and Urban Development to

CYNTHIA WEBB
of
SANTA FE COMMUNITY HOUSING TRUST

for meeting the criteria for this certification.
This Certificate is valid only for the above named Housing Counselor while employed by the named Housing Counseling Agency, and while such Agency remains a HUD approved Housing Counseling Agency.

Date Issued: August 29, 2023

Agency HCS ID: 82669
Housing Counselor ID: 5RIU46

Jerrold H. Mayer

Jerrold H. Mayer, Director
Office of Outreach and Capacity Building

The purpose of this Certificate is to identify the above named individual as being approved and certified by HUD to provide counseling pursuant to Section 106 of the Housing and Urban Development (HUD) Act of 1968 and other pertinent regulations and requirements. The approval and certification of a counselor does not create or imply a warranty or endorsement by HUD of the Counselor or the HUD Participating Agency which employs the Counselor, nor does the approval and certification of a Counselor represent a warranty of any counseling provided by the Counselor or the Participating Agency which employs the Counselor. Approval and Certification means only that the Counselor has met the qualifications and conditions prescribed by HUD.

Warning: Misuse of this Certificate may subject users to Criminal penalties under 18 U.S.C. 709 or other civil or administrative action.

HUD-9902 REPORT

Housing Counseling Agency Activity Report

U.S. Department of Housing and Urban Development
Office of Housing Counseling
Federal Housing Commissioner

OMB Approval No: 2502-0622
Exp. 12/31/2024

1. Counseling Agency Name

Agency Name

SANTA FE COMMUNITY HOUSING TRUST
Agency ID: 82669
Agency Type: Affiliate

6005 Jaguar Dr Suite 101
Santa Fe, NM
87507-1719

Parent Agency Name (if applicable)

RURAL COMMUNITY ASSISTANCE CORPORATION
Agency ID: 82559
Agency Type: National Intermediary

2. Reporting Period and Budget

Reporting Period:	Quarter 3
Fiscal Year:	2025
From:	10/01/2024
To:	06/30/2025
Submission Date:	07/02/2025
Update Date:	07/28/2025
Total budget, all sources:	$11,130.00
Total HUD Funding, all grants:	$11,130.00

HUD Funding Sources
Passed @ 100%

2023-1 COMP 10/01/2023 - 09/30/2024
Extended to 03/31/2025 Notice of Funding Opportunity (NOFO) for the Department's Fiscal Year 2023 Comprehensive Housing Counseling Grant Program FR-6700-N-33
Funding: $0.00

2024-1 COMP 10/01/2024 - 09/30/2025 Notice of Funding Opportunity (NOFO) for the Department's Fiscal Year 2024 Comprehensive Housing Counseling Grant Program FR-6700-N-33
Funding: $11,130.00

Validated: Validated
Last Validated: 07/28/2025
Validated by: System

Only reports completed by 07/31/2025 will be credited for on time submission.

	TOTAL		2023-1 COMP	2024-1 COMP
	All Activities	All HUD Funded Activities	HUD Funded	HUD Funded
3. Ethnicity				
a. Hispanic	254	5	5	0
b. Not Hispanic	112	32	32	0
c. Chose not to respond	16	3	3	0
Section 3 Total	382	40	40	0
4. Race				
a. American Indian/Alaskan Native	2	0	0	0
b. Asian	0	0	0	0
c. Black or African American	6	0	0	0
d. Native Hawaiian or Other Pacific Islander	1	0	0	0
e. White	361	36	36	0
f. More than One Race	3	1	1	0
g. Chose not to respond	9	3	3	0
Section 4 Total	382	40	40	0
5. Income Levels				
a. < 30% of Area Median Income (AMI)	35	5	5	0
b. 30 - 49% of AMI	101	10	10	0
c. 50 - 79% of AMI	162	8	8	0
d. 80 - 100% of AMI	43	4	4	0
e. > 100% AMI	35	10	10	0

f. Chose not to respond	6	3	3	0
Section 5 Total	382	40	40	0
6. Rural Area Status				
a. Lives in a rural area	3	0	0	0
b. Does not live in a rural area	224	40	40	0
c. Chose not to respond	155	0	0	0
Section 6 Total	382	40	40	0
7. Limited English Proficiency Status				
a. Limited English Proficient	9	0	0	0
b. Not Limited English Proficient	362	40	40	0
c. Chose not to respond	11	0	0	0
Section 7 Total	382	40	40	0
8. Households Receiving Education Services (Including Online Education), by Purpose				
a. Completed financial literacy workshop, including home affordability, budgeting and understanding use of credit	0	0	0	0
b. Completed predatory lending, loan scam or other fraud prevention workshop	0	0	0	0
c. Completed fair housing workshop	0	0	0	0
d. Completed homelessness prevention workshop	0	0	0	0
e. Completed rental workshop	0	0	0	0
f. Completed pre-purchase homebuyer education workshop	27	0	0	0
g. Completed non-delinquency post-purchase workshop, including home maintenance and/or financial management for homeowners	0	0	0	0
h. Completed resolving or preventing mortgage delinquency workshop	0	0	0	0
i. Completed disaster preparedness assistance workshop	0	0	0	0
j. Completed disaster recovery assistance workshop	0	0	0	0
Section 8 Total	27	0	0	0
9. Households Receiving One-on-One Counseling by Purpose				
a. Homeless Assistance	0	0	0	0
b. Rental Topics	0	0	0	0
c. Prepurchase/Homebuying	264	10	10	0
d. Non-Delinquency Post-Purchase	6	0	0	0
e. Reverse Mortgage	85	30	30	0
f. Resolving or Preventing Forward Mortgage Delinquency or Default	0	0	0	0
g. Resolving or Preventing Reverse Mortgage Delinquency or Default	0	0	0	0
h. Disaster Preparedness Assistance	0	0	0	0
i. Disaster Recovery Assistance	0	0	0	0
Section 9 Total	355	40	40	0
Households Served Sections 8 and 9 Total:	382	40	40	0
10. Outcome of One-on-One Counseling Services				
a. Households that received one-on-one counseling that also received education services.	227	0	0	0
b. Households that received information on fair housing, fair lending and/or accessibility rights.	329	4	4	0
c. Households for whom counselor developed a budget customized to a client's current situation.	328	0	0	0

d.	Households that improved their financial capacity (e.g. increased discretionary income, decreased debt load, increased savings, increased credit score, etc.) after receiving Housing Counseling Services.	126	0	0	0
e.	Households that gained access to resources to help improve their housing situation (e.g. down payment assistance, rental assistance, utility assistance, etc.) after receiving Housing Counseling Services.	146	0	0	0
f.	Households that gained access to non-housing resources (e.g. social service programs, legal services, public benefits such as Social Security or Medicaid, etc.) after receiving Housing Counseling Services.	20	0	0	0
g.	Homeless or potentially homeless households that obtained temporary or permanent housing after receiving Housing Counseling Services.	0	0	0	0
h.	Households gained access to disaster recovery non-housing resources after receiving Housing Counseling Services (e.g. Red Cross/FEMA relief items, legal services, assistance)	0	0	0	0
i.	Households obtained disaster recovery housing resources after receiving Housing Counseling Services (e.g. temporary shelter, homeowner rehab, relocation, etc.)	0	0	0	0
j.	Households for whom counselor developed or updated an emergency preparedness plan.	1	0	0	0
k.	Household that received rental counseling and avoided eviction after receiving Housing Counseling Services.	0	0	0	0
l.	Households that received rental counseling and improved living conditions after receiving Housing Counseling Services.	0	0	0	0
m.	Households that received pre-purchase/homebuying counseling and purchased housing after receiving Housing Counseling Services.	23	0	0	0
n.	Households that received reverse mortgage counseling and obtained a Home Equity Conversion Mortgage (HECM) after receiving Housing Counseling Services.	55	0	0	0
o.	Households that received non-delinquency post-purchase counseling that were able to improve home conditions or home affordability after receiving Housing Counseling Services.	1	0	0	0
p.	Households that prevented or resolved a forward mortgage default after receiving Housing Counseling Services.	0	0	0	0
q.	Households that prevented or resolved a reverse mortgage default after receiving Housing Counseling Services.	0	0	0	0
r.	Households that received a forward mortgage modification and remained current in their modified mortgage after receiving Housing Counseling Services	1	0	0	0
s.	Households that received a forward mortgage modification and improved their financial capacity after receiving Housing Counseling Services.	0	0	0	0
	Section 10 Total	1257	4	4	0

Public reporting burden for this collection of information is estimated to average .375 hours per response. The HUD9902 form is transmitted 100% electronically. The housing counseling agency can either input data directly into HUD's Housing Counseling System (HCS) or submit through its own Client Management System (CMS) using the Agency Reporting Module connection to HUD's HCS. With universal CMS use, the HUD-9902 will populate automatically based on electronic client files. Consequently, the estimated burden hour per response includes logging in and the time necessary to send the document electronically (estimated time: 15 minutes). An agency may not conduct or sponsor, and a person is not required to submit an information collection unless that collection displays a valid OMB control number.

This information is collected in connection with HUD's Housing Counseling Program and will be used by HUD to collect performance and outcome data related to HUD's Housing Counseling Program. Additionally, the data collected on form HUD-9902 plays a key role in analyzing performance and capacity during the Office of Housing Counseling's Notice of Funding Availability (NOFA) process. The information is required to obtain funding under Section 106 of the Housing and Community Development Act of 1974. The information is considered sensitive and is protected by the Privacy Act which requires the records to be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and

BROCHURES & WEBSITE

About Us

The Santa Fe Community Housing Trust is a non-profit organization that supports, educates, and advocates for homebuyers to make their housing goals a reality. We also strengthen our community by forwarding affordable housing efforts in Santa Fe.



HOPWA

EQUAL HOUSING OPPORTUNITY

CERTIFIED CDFI U.S. Department of the Treasury

Steps to Homeownership

#1 **DOWNLOAD OUR APPLICATION** and drop it off at our office (no appointment needed) along with:

- The 3 most recent paycheck stubs
- Copies of Income Tax returns of the past 3 years
- The 3 most recent bank statements
- Homebuyer Application
- Affidavit
- Credit Authorization form

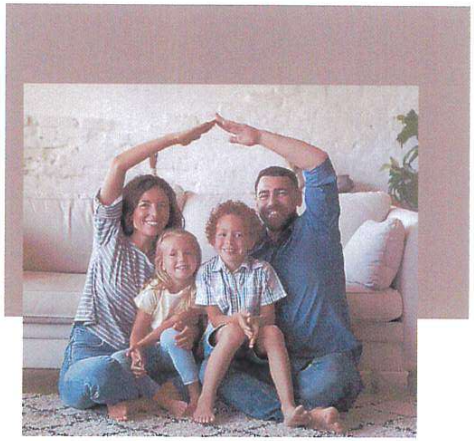
#2 **SCHEDULE AN APPOINTMENT** Once we receive your paperwork, our team will contact you to arrange your appointment.

#3 **PERSONALIZED CONSULTATION** Begin your journey to homeownership with a confidential meeting with a Housing Trust counselor. You'll leave this meeting with a clear plan, outlined in three initial steps toward owning your dream home.

#4 **ATTEND OUR HOMEBUYER TRAINING CLASS.**

THE HOUSING TRUST

OUR HELP. YOUR HOME.



Phone: 505-989-3960
Email: info@housingtrustonline.org
www.housingtrustonline.org

OUR SERVICES

Mortgage Reduction Assistance

We work with clients to determine whether they can qualify for mortgage reduction assistance via the City of Santa Fe's Affordable Housing Trust Fund (AHTF) and Community Development Block Grant (CDBG), Community Development Financial Institution Funds (CDFI) Housing Opportunities for persons with Aids/HIV (HOPWA) as well as through our own loans.

HUD Certified Counseling

We provide comprehensive support including credit counseling, mortgage affordability assessments, lender finding assistance, down payment aid qualification, and help in locating an affordable home.

Homebuyer Training Classes

Our monthly homebuyer training classes are designed to demystify the process. These free sessions, led by industry professionals and local real estate experts, guide you step-by-step through the home-buying journey.

Reverse Mortgage Counseling

The Santa Fe Community Housing Trust provides HUD-approved Home Equity Conversion Mortgage counseling. If you are 62 years of age or older, a homeowner, and possess substantial equity in your home, this Federal Housing Administration (FHA) reverse mortgage product may be a viable alternative to consider.



At The Santa Fe Community Housing Trust, we believe everyone deserves a place to call home. A place that brings comfort, safety, and

FOR MORE INFORMATION

6005 Jaguar Drive, Ste 101
Santa Fe, New Mexico

505-989-3960

info@housingtrustonline.org

"Awesome group of people to work with. We were given helpful information and were able to call with questions and they are always happy to help."

Sobre Nosotros

El Fideicomiso de Vivienda Comunitaria de Santa Fe es una organización sin fines de lucro que apoya, educa y aboga por los compradores de vivienda para hacer realidad sus metas de vivienda. También fortalecemos nuestra comunidad promoviendo esfuerzos de vivienda asequible en Santa Fe.



HOPWA

EQUAL HOUSING OPPORTUNITY

CERTIFIED CDFI U.S. Department of the Treasury

Pasos para ser propietario de vivienda

#1 **DESCARGUE NUESTRA APLICACIÓN** y entréguela en nuestra oficina (no se necesita cita) junto con:

- Los 3 recibos de pago más recientes
- Declaraciones de impuestos, los últimos 3 años
- Los 3 estados de cuenta bancarios más recientes
- Solicitud de compra de vivienda
- Declaración jurada
- Formulario de autorización de crédito

#2 **PROGRAMAR UNA CITA** Una vez que recibamos su documentación, nuestro equipo se pondrá en contacto con usted para programar su cita.

#3 **CONSULTA PERSONALIZADA** Comience su camino hacia la propiedad de una vivienda con una reunión confidencial con un consejero de vivienda. Saldrá de esta reunión con un plan claro, delineado en tres pasos iniciales hacia la adquisición de su hogar.

#4 **ASISTA A NUESTRO CURSO DE CAPACITACIÓN PARA COMPRADORES DE VIVIENDA.**

THE HOUSING TRUST

NUESTRA AYUDA. TU HOGAR.



Teléfono: 505-989-3960
Correo Electrónico:
info@housingtrustonline.org
www.housingtrustonline.org

NUESTROS SERVICIOS

Asistencia para la Reducción de Hipotecas

Trabajamos con los clientes para determinar si pueden calificar para asistencia en la reducción de hipotecas a través del Fondo Fiduciario de Vivienda Asequible (AHTF) de la Ciudad de Santa Fe y la Subvención de Desarrollo Comunitario (CDBG), Fondos de Instituciones Financieras de Desarrollo Comunitario (CDFI) Oportunidades de Vivienda para personas con SIDA/HIV (HOPWA), así como a través de nuestros propios préstamos.

HUD Asesoría Certificada

Ofrecemos apoyo integral que incluye asesoría crediticia, evaluaciones de asequibilidad hipotecaria, asistencia para encontrar prestamistas, calificación para ayuda con el pago inicial y ayuda para localizar una vivienda asequible.

CAPACITACIÓN PARA COMPRADORES DE VIVIENDA.

Nuestras clases mensuales de capacitación para compradores de vivienda están diseñadas para desmitificar el proceso. Estas sesiones gratuitas, dirigidas por profesionales de la industria y expertos locales en bienes raíces, te guían paso a paso a través del viaje de compra de una casa.

ASESORAMIENTO SOBRE HIPOTECAS INVERSAS

El Santa Fe Community Housing Trust ofrece asesoramiento sobre hipotecas de conversión de capital de vivienda aprobadas por HUD. Si tienes 62 años o más, eres propietario de una vivienda y posees un capital sustancial en tu hogar, este producto de hipoteca inversa de la Administración Federal de Vivienda (FHA) puede ser una alternativa viable a considerar.



En Santa Fe Community Housing Trust, creemos que todos merecen un lugar al que llamar hogar. Un lugar que brinde comodidad, seguridad y alegría.

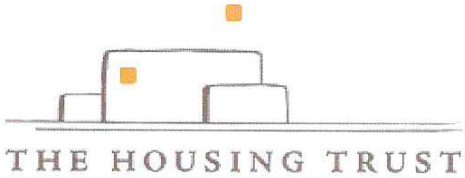
PARA MAS INFORMACION

6005 Jaguar Drive, Ste 101
Santa Fe, New Mexico

505-989-3960

info@housingtrustonline.org

"Un grupo increíble de personas con las que trabajar. Nos dieron información útil y pudimos llamar con preguntas y siempre están felices de ayudar."



¡Noticias emocionantes!

Estamos encantados de anunciar nuestra nueva asociación con el Condado de Los Álamos para proporcionar oportunidades de vivienda asequible. Desde educación para compradores de vivienda hasta asistencia hipotecaria, Santa Fe Housing Trust está aquí para hacer realidad la propiedad de vivienda para más residentes. Descargue su solicitud para Los Álamos aquí.

Programa de ayuda para la compra de vivienda

El Programa de Asistencia a Compradores de Vivienda, gestionado por The Housing Trust en virtud de un contrato con el Condado de Los Álamos, ayuda a los hogares que reúnen los requisitos de ingresos a alcanzar la propiedad de una vivienda. Este programa proporciona ayuda para el pago inicial a través de un préstamo subvencionado, haciendo más accesible la compra de una vivienda. Propiedad de vivienda asequible - La asistencia garantiza que las familias puedan conseguir una vivienda dentro de sus posibilidades. Financiado por el Condado de Los Álamos - El compromiso de crear más oportunidades de vivienda para los residentes locales y los recién llegados.
Descargue la solicitud aquí.

Programa de renovación de viviendas

El Programa de Renovación de Viviendas (HRP) ayuda a los propietarios con ingresos suficientes a mejorar la seguridad, comodidad y habitabilidad de sus viviendas. Mejoras esenciales en el hogar - Invertir en mejoras sustanciales en lugar de arreglos temporales. Aumenta el valor de la vivienda y del vecindario - Aumenta la estabilidad a largo plazo para los propietarios y la comunidad. Con el apoyo del Condado de Los Álamos, estos programas proporcionan soluciones duraderas de vivienda para los residentes que más lo necesitan.
Descargue la solicitud aquí.

LOS ALAMOS

Estamos orgullosos de ofrecer un conjunto completo de herramientas de educación financiera interactivas y gratuitas para ayudar a las personas y a las familias a tomar el control de sus finanzas. Haga clic en el botón de abajo para acceder a estos valiosos recursos, generosamente proporcionados por Washington Federal Bank. ¡También nos gustaría extender nuestro más sincero agradecimiento a Washington Federal por su generoso apoyo y asociación en la concesión de The Housing Trust una subvención de $ 10,000!



Santa Fe Community Housing Trust (SFCHT) es una organización de desarrollo comunitario que ayuda a los residentes con bajos ingresos de la zona de Santa Fe a acceder a capital, formación económica y vivienda asequible para que puedan mejorar su calidad de vida y ser más autosuficientes económicamente.



"Un grupo de gente increíble con la que trabajar. Nos dieron información útil y pudimos llamar (y todavía llamar y enviar correos electrónicos de vez en cuando) con preguntas y siempre están encantados de ayudar. Trabajamos con Ron y no puedo decir lo suficiente sobre él!"



CONOZCA A NUESTRO PERSONAL:
Sus socios en la compra de vivienda

Creemos que el camino hacia la propiedad de una vivienda debe ser tan acogedor como la casa que desea comprar. Nuestro equipo está formado por profesionales experimentados que no sólo son expertos en sus campos, sino también apasionados de hacer una diferencia en la comunidad.

¡Conoce al Equipo!

¡CONOZCA A NUESTRA JUNTA DIRECTIVA!

Guiando su viaje de compra de vivienda

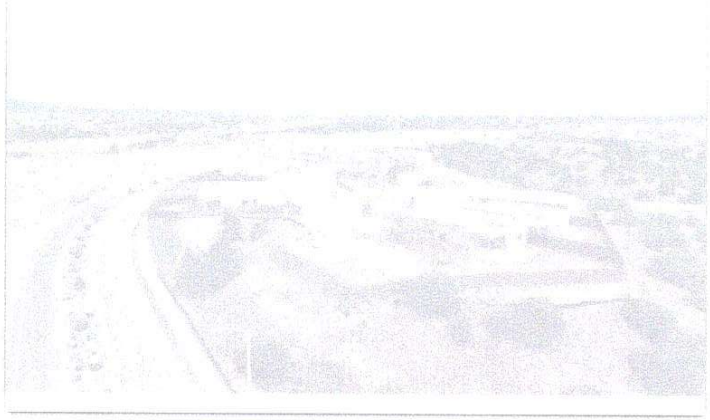
Nuestra misión está guiada por nuestro distinguido Junta Directiva. Estas dedicadas personas desempeñan un papel crucial en la dirección de nuestra organización hacia sus objetivos, garantizando que sigamos centrados en servir a la comunidad y proporcionar el mejor apoyo posible a nuestros clientes.

Conozca a nuestra Junta Directiva



Comprender la compra de una vivienda: ¡Nuevos vídeos educativos disponibles!

Nos complace anunciar el lanzamiento de nuevos vídeos educativos diseñados para ayudarle a navegar por el proceso de compra de vivienda con facilidad. Comprar una casa nueva puede ser abrumador, pero nuestro objetivo es que sea lo más claro y sencillo posible. Haga clic aquí para ver nuestro catálogo completo de vídeos.



ARROYO OESTE

Escondido en medio del pintoresco telón de fondo de Santa Fe y en las proximidades de Swan Park, Arroyo Oeste emerge como un faro de esperanza, calidad y asequibilidad. En una asociación celebrada con Arete Homes de Santa Fe, estamos encantados de presentar este desarrollo de la vivienda.

¡Fase I está vendido! Fase II se pondrá en marcha en breve.



En Santa Fe Housing Trust, creemos que una casa es algo más que un techo sobre la cabeza, es una puerta de entrada a una vida próspera. Es por eso que estamos comprometidos no sólo a proporcionar viviendas asequibles, sino también a conectar a nuestros residentes con recursos vitales.
Haga clic **aquí** (Inglés) **aquí** (Español) para nuestra lista de recursos de la comunidad.

VIVIENDA ASEQUIBLE

En los últimos veinte años, Santa Fe Community Housing Trust ha construido más de 700 viviendas en 24 barrios de la ciudad, haciendo hincapié en la calidad del diseño, la construcción y la eficiencia de los recursos. Utilizamos subvenciones para reducir costes sin comprometer la calidad.

¡Mantente informado! Suscríbase a nuestro boletín y descubra las últimas novedades sobre vivienda, historias conmovedoras y actualizaciones exclusivas.

Introduzca aquí su dirección de correo electrónico *

Inscribirse

Notificación de Acomodación de Discapacidades
Santa Fe Community Housing Trust se compromete a garantizar la igualdad de acceso y la participación de todas las personas, incluidas las personas con discapacidad. En cumplimiento de la Ley de Estadounidenses con Discapacidades (ADA) y la Sección 504 de la Ley de Rehabilitación de 1973, ofrecemos ajustes razonables a las personas calificadas con discapacidades.

Solicitud de adaptaciones
Si necesita alguna adaptación para acceder a cualquier parte de nuestro sitio web o nuestros servicios, háganoslo saber por:
Teléfono: 505.989.3960, Correo electrónico: info@housingtrustonline.org. Correo postal: 6005 Jaguar Drive, STE 101, Santa Fe, NM 87504

Para consultar la lista completa de tasas, pulse aquí

¡Aceptamos efectivo, cheques y las principales tarjetas de crédito!

EQUAL HOUSING OPPORTUNITY

ATTACHMENT G (2) – INVESTMENT IMPACT METRICS & BUDGET SUMMARY

Instructions: Complete the section below according to the Tier for which you are applying. All financial figures must be current at the time of submittal and should reflect total costs including overhead and profit.

1. Investment Impact Metrics

☐ **Tier 1 – Development & Preservation**

- **Number of housing units (new or rehabbed):** _____
- **AHTF dollars per unit (AHTF ÷ Units):** $_____

☒ **Tier 2 – Housing Support & Stability**

- **Number of households served:** 8
- **AHTF dollars per household (AHTF ÷ Households):** $25,000.00

2. Requested AHTF Fund Uses

Please list the major cost categories for which AHTF funds will be used. Include estimated amounts for each.

Category	Brief Summary	Dollar Amount
Operating Costs	Pass through funds for DPA to Clients	$200,000.00
Administrative Costs	(e.g., salaries, contractors)	$_____
Construction Costs	(if applicable)	$_____
Equipment	(if applicable)	$_____

Total AHTF Request: $200,000.00
Total Project/Program Budget: $716,000.00

3. Other Funding Sources

Please list all other secured or pending funding sources that contribute to your total project/program budget.

Funding Source	Status (Secured/Pending)	Amount
CDBG	Secured	$216,000.00
SFCHT Operating Funds	Secured	$80,000.00
RCAC	Pending	$5,000.00
SFCHT Board Approved DPA Funds	Secured	$500,000.00

4. Matching Funds Requirement

Applicants must demonstrate a minimum 3:1 leverage ratio to be eligible.
Leverage Ratio Formula: (Total Project Budget – AHTF Request) ÷ AHTF Request

Calculated Leverage Ratio: 3:1

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **SANTA FE COMMUNITY HOUSING TRUST**

DBA: **SANTA FE COMMUNITY HOUSING TRUST**
PO BOX 713
SANTA FE, NM 87504-0713

Expires: **11-Sep-2027**

Certificate Number:

L1385322864

Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: Santa Fe Community Housing Trust
DBA: Santa Fe Community Housing Trus

Business Location: 6005 JAGUAR DR UNIT 101
SANTA FE, NM 87507

CRS Number: 02-171649-00-8

Owner: Santa Fe Community Housing Trust

License Number: 237083

License Type: Business License - Renewable

Issued Date: April 14, 2025

Classification: Business Registration - Standard

Expiration Date: April 14, 2026

Fees Paid: $35.00

Description: Santa Fe Community Housing Trust

Santa Fe Community Housing Trust

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

The City of Santa Fe, Central Purchasing Division
AND
Office of Affordable Housing

REQUEST FOR PROPOSALS (RFP)

Application for Community Development Block Grant (CDBG)

RFP# 25102

ISSUE DATE: January 17, 2025

DUE DATE: February 14, 2025

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish contracts through competitive negotiations for housing, public facility, and public services projects that are eligible for **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)** funds. The objective of the City's use of these funds is to support and expand housing and economic opportunities for people with incomes less than 80% of the **area median income (AMI)** as defined by the **Department of Housing and Urban Development (HUD).**

B. BACKGROUND INFORMATION

The CDBG Program is funded through the U.S. Department of Housing and Urban Development (HUD) and provides an allocation of funds to local and state governments for a wide range of eligible housing and community development activities. The stated purpose of the program is:

> ***"The development of viable urban communities, by providing decent housing and suitable living environments and expanding economic opportunities, principally for persons of low and moderate income."***

CDBG funds are allocated each year to cities with populations of more than 50,000 and urban counties with populations of more than 200,000. The City of Santa Fe is an "entitlement city" for the CDBG program, which means it automatically receives an annual grant from HUD based on a formula that takes into consideration community needs and other factors. These include: the extent of poverty, population, housing overcrowding, age of housing and population growth lag in relationship to other metropolitan areas.

Although Santa Fe must administer the use of CDBG funds in accordance with specific federal regulations, the Santa Fe City Council determines how to use the grant money according to the City's Consolidated Plan priorities and other local needs. In Santa Fe, the CDBG funds are dispersed on a competitive basis to agencies/projects selected by the Santa Fe Community Development Commission (CDC) and approved by the City Council.

The City reserves the right to award contracts in full, by portions, or grouped as deemed in the best interest of the City. Funding is subject to current and future CDBG grant allocations and budget appropriations approved by the City's Governing Body. No guarantee is made or implied by the City for the amount allocated to this RFP. The commitment of funds will result in contract(s)

Successful applicants that receive a CDBG award must fulfill the objectives of the program by carrying out eligible activities that benefit low and moderate income (LMI) residents, including but not limited to, persons

who are homeless, persons who have disabilities, the elderly, and other special needs groups. Although not required, the agencies are also encouraged to find other funding sources to help leverage the CDBG funds.

Prior to submitting a proposal, each proposed offeror must meet eligibility under the CDBG program regulations and meets one of the National Objectives as defined by HUD. Information on eligibility and National Objectives must be used to classify each project requesting funding and to determine if it can be considered for funding. ***Any program that does not clearly meet a National Objective and is not an Eligible Activity will not be accepted.*** For more specific information on the eligibility of uses for CDBG funds, see 24 CFR 570.201. Ineligible activities are described in 24 CFR 570.207.

C. SCOPE OF PROCUREMENT

The authorizing statute of the CDBG program requires that each eligible activity except program administration and planning activities must meet one of the three National Objectives:

1) Benefit low and moderate income (LMI persons or households;
2) Eliminate slum and blight; or
3) Address an urgent community need that threatens the health or welfare of residents.

For more specific information on the definitions of the National Objectives, see the CDBG program regulations at 24 CFR 570.208(b).

For the FY 2025-26 year, an allocation of approximately $600,000 is anticipated to be made available from the grant award. Depending on the proposals, this allocation will be distributed how the city sees best fit to the proposals that would most benefit the city. The Proposals will be reviewed, and funding recommendations will be made by the City's CDC, according to the program acceptance criteria described on attachment K. The applicant must demonstrate how the proposed activity meets the eligibility requirements under the CDBG program, as well as the City's priorities of preventing homelessness, ending homelessness, and/or stabilizing the housing situations of those who are at risk of losing their housing and/or being displaced from Santa Fe. The intent for the use of these funds is to serve the entire spectrum of housing needs including those who are currently experiencing homelessness, renters, homebuyers, and homeowners.

The Evaluation Committee, The CDC will rely on the following criteria to make funding recommendations to the Governing Body. Until HUD announces the final amount of the City's entitlement grant, the amounts are estimated and may change slightly during the contract approval process.

- Funding: the proposed project budget is realistic, funds are leveraged at a 1:1 ratio from other sources (for every $1 of CDBG, $1 is from other sources), revenue is sufficient to accomplish the proposed project and matching funds are secured.
- Need/Benefit and Project Feasibility: the proposed project addresses underlying/systemic challenges in the community, is responsive to current/future market demand, and the applicant demonstrates feasibility through site control, if applicable, and provides a realistic timeframe for the completion of proposed activities.

- Organizational Capability and Management: the applicant adequately describes its organizational experience, expertise in the proposed type(s) of housing or assistance and demonstrates financial soundness and/or experience with federal awards.

ELIGIBLE ACTIVITIES, APPLICANTS AND USES OF FUNDS

The CDBG regulations require that grantees expend not less than 70% of their annual CDBG grant fund for activities that benefit LMI persons. This is one of the key factors in selection of eligible activities. The determination of LMI is based on a percentage of the area's Average Median Income (AMI). Specifically, the eligibility threshold is less than 80% of the current AMI. **Current data can be found at this link:** SFHP_Pricing_2024-REVISED-6.3.24.pdf

The annual income must be verified for a person, family or household only for **direct benefit** activities such as homeownership assistance, home improvement, or receipt of public service. Income verification of the eligibility of individual persons, families or households is **not** needed for the following national objectives: area benefit, presumed limited clientele, slum/blight, or urgent need. According to HUD, presumed limited clientele include abused children, battered spouses, severely disabled adults, homeless persons, illiterate adults, persons with AIDS, migrant farm workers and the elderly.

ELIGIBLE ACTIVITIES

Some Eligible Activities that can be funded by CDBG include but are not limited to the following. (The complete list is in 24 CFR Part 570.201).

1. Housing Activities

. Assist existing homeowners with the repair, rehabilitation or reconstruction of owner-occupied units. Financial assistance through loans or grants are made for emergency repair programs, spot rehabilitation, or full house rehabilitation for existing homes. Special purpose programs include improving the energy efficiency of a home, handicap accessibility, emergency repairs and weatherization.

a. Direct assistance to facilitate and expand LMI homeownership by subsidizing interest rates and mortgage principal amounts, financing the cost of acquiring property, pay all or part of the premium on behalf of the homebuyer mortgage insurance, pay any or all the reasonable closing costs associated with the home purchase and pay up to 50% of the down payment required by mortgagee;
b. Assistance to rehabilitate privately owned residential buildings and improvements; low-income public housing and residential buildings; publicly and privately owned commercial or industrial buildings for exterior improvements and code violations; non-profit owned nonresidential buildings and improvements; and manufactured housing, when considered part of the permanent housing stock;
c. Acquisition of property for an eligible rental or homeownership housing project;
d. Conversion of a closed building from one use to residential such as a closed school;

e. Activities to prevent the abandonment and deterioration of housing acquired through tax foreclosure including making essential repairs to the housing and paying operating expenses to maintain its habitability.

2. Real Property

. Acquisition of Real Property, by purchase, long term lease, donation or otherwise, for the purposes of providing affordable housing, public services, or a public facility.

a. Disposing of real property refers to the sale, lease and donation of real property. Costs related to the sale, lease, or donation of real property acquired with CDBG funds are CDBG-eligible;

b. Lead Based Paint Hazard Evaluation and Reduction. The costs associated with the evaluation and reduction of lead-based paint hazards as either its own activity or as part of a rehabilitation activity;

c. Historic Preservation. The preservation and restoration of publicly and privately owned properties of historic significance are generally eligible under CDBG;

d. Renovation of Closed Buildings for the use as an eligible public facility as well as both residential and commercial facilities.

e. Energy Efficiency Activities such as weatherizing a home or apartment complex, finance energy efficient rehabilitation work and install wind and solar equipment;

f. Handicapped Accessibility. Removal of material and architectural barriers that restrict the mobility or accessibility of elderly or handicapped persons.

3. Public Facilities and Public Improvements (defined as all facilities and improvements that are publicly owned or are owned by a non-profit and open to the public during normal working hours)

. Acquisition, construction, reconstruction, rehabilitation or installation of public facilities, except buildings for general conduct of government. Activities may include design features that promote energy efficiency and architectural design features and treatments intended to enhance aesthetic quality of facilities. Examples of public facilities include: homeless facilities, senior centers, childcare centers, facilities for AIDS patients, parks and recreational facilities, neighborhood facilities, and Health facilities. (For a complete list refer to 24 CFR 570.201(c));

a. Public Improvements such as installation, construction and rehabilitation of infrastructure (water/sewer lines, streets and sidewalks). CDBG funds cannot be used for maintenance of these facilities and improvements. This category generally also does not include operating costs

4. Public Service Activities (subject to 15% cap).

Provision of public services that stabilize housing situations, prevent or end homelessness, and support sustainable homeownership are the main priorities for the City's CDBG funding. If the applicant is applying for CDBG funding for the first time, the proposed services must be a new or quantifiable increase in the level of an existing service which has been provided by the grantee or another entity on its behalf. This means that the applicant must show an increased deliverable, such as persons or households served. The CDBG program restricts the amount of funding for public services to no more than 15% of the annual grant award. Therefore, public service projects are highly competitive for any given grant year.

5. Other Types of Assistance

a. Relocation payments and assistance to displaced persons;
b. Payment to housing owners for losses of rental income incurred in holding units for persons displaced;
c. Provision of fair housing counseling services and activities

6. Ineligible Activities

a. Buildings used for general conduct of government;
b. General government expenses;
c. Political activities;
d. Purchase of construction equipment; purchase of furnishings and personal property, unless part of a public service activity or necessary for use by city in the administration of the program;
e. Repair, operation and maintenance of public facilities, improvements and services, except expenses associated with eligible public service activities, interim assistance and office space for CDBG program staff;
f. New housing construction, except under special provisions.

POST-AWARD REQUIREMENTS FOR SUBRECIPIENTS

A Subrecipient is an agency or organization that is provided CDBG funds by the City of Santa Fe for their use in carrying out approved eligible activities. Subrecipients may include:

- Public or Private Non-Profit Agency, Authority or Organization;
- For-Profit entities who provide assistance specifically to microenterprises;
- Institutions of Higher Learning.

NOTE: *A subrecipient differs from a contractor. A contractor is selected through a competitive procurement process and is paid CDBG funds by the grantee in compensation for specific services, such as construction or remodeling improvements. The subrecipient is subject to the same administrative requirements as those for the City of Santa Fe. These requirements are generally not applicable to contractors.*

After an award of CDBG funds, the Subrecipient is accountable to the City of Santa Fe for administrative and other responsibilities, including but not limited to, compliance with the CDBG program requirements at 24 CFR Part 570 and the Uniform Administrative and Financial Management Requirements for Federal Awards at 2 CFR 200. Subrecipients may also use fiscal agents who assist with program management, financial reporting and all contract requirements as per the City of Santa Fe's procurement rules. If using a fiscal agent:

- Fiscal agent fees shall not exceed 12%.
- All official documents and signatures must be those of the fiscal sponsor.

1. Registration in SAM (System of Award Management).

a. Any subrecipient, contractor or vendor that receives federal funds must register in SAM.Gov. Please note that SAM.Gov now issues a Unique Entity Identifier (UEI) that has replaced the DUNS Number that was previously used. Registration in SAM (System of Award Management).

If not already registered, the applicant must register in the system to receive a Unique Identifier Number (UEI) here: www.sam.gov.

b. The City will check all applicant EUI numbers for federal debarment. An application will be rejected if the applicant agency is debarred or its status is not current.

2. Contractual Requirements.

a. The subrecipient shall enter one or more contracts with the City of Santa Fe. Contracts shall be consistent with the required provisions for the CDBG program and subject to the review by HUD and other authorities. All contracts shall include remedies and default provisions in the event of the unsatisfactory performance by the subrecipient. Other contracting requirements include:

b. Performance Schedule and Criteria. The subrecipient shall be required to abide by a reasonable performance schedule and performance criteria which the City of Santa Fe in its discretion, may establish;

c. Cost Reimbursement Contracts. Payment to a Subrecipient shall be made under a cost reimbursable contract provision. Payments shall be made upon the City of Santa Fe's receipt of certified and documented invoices for actual expenditures allowable under the terms of all contracts executed between the subrecipient and the City of Santa Fe.

d. Rate at which Costs Incurred. Under unit cost or cost reimbursable contracts, it is anticipated that costs will be incurred by the Subrecipient at an approximate level rate during the term of any agreement between the Subrecipient and the City of Santa Fe. If the City of Santa Fe determines that the Subrecipient is underspending or overspending, then the City of Santa Fe may reduce the budget and/or exercise such other budgetary fiscal controls it deems appropriate.

e. Invoices. Subrecipients shall not submit invoices more than once a month, unless written approval is obtained in advance from the City of Santa Fe. Failure to submit invoices within twenty (20) days of the close of the month for which payment is sought may result in the non-availability of funds for reimbursement.

f. Cost Eligibility. All Subrecipients are subject to the federal cost principles and audit requirements applicable to 2 CFR Part 200, Subpart E:

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

3. Federal Standard Provisions. All CDBG awards made by the city are also subject to additional federal standards related to financial management, procurement, civil rights, handicap accessibility, equal employment, and record-keeping requirements including but not limited to:

- Environmental Review
- Labor Standards ("Davis Bacon")
- Fair Housing and Equal Opportunity
- Section 3 – Economic Opportunities
- Section 504 of the Rehabilitation Act
- Purchasing standards
- Acquisition and relocation regulations

- Lead Safe Housing Rule
- Avoiding conflicts of interest
- Uniform Administrative requirements such as Cost Principles, Standards for Financial Management Systems, and Audit requirements
- Change in Use Requirements
- Uniform Relocation Act

The City's contract for CDBG funding will include the applicable federal standards for each activity selected for award.

4. Record-keeping, reporting, monitoring and performance measurement. Subrecipients are required to collect and maintain documentation of their compliance with CDBG requirements and information on the beneficiaries of the CDBG-funded activity. Every quarter, the Subrecipient will submit to the City a report on program accomplishments. The City will provide oversight of the CDBG award and monitor the subrecipient's funded activity annually, using the scope of work within the Subrecipient's Agreement in part to evaluate performance. This process will also include examination of records and a virtual site visit, which will be held in-person when allowed under social distancing guidelines.

This RFP may result in awards to multiple vendors. Each award will result in a separate, exclusive contract between the City and the respective vendor, and the use of each contract will be restricted solely to those two parties.

D. PROCUREMENT MANAGER

Community Engagement has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number, and email address are listed below:

Name: Rocio M. Gosende, Procurement Manager
123 E. Marcy Street. Suite 205
Santa Fe, NM 87501

Telephone: (505) 955-6574

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Division at the following emails:

   Procurement Manager: rmgosende@santafenm.gov
   Central Purchasing Division: purchasing_RFP@santafenm.gov

   Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Division regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager. Do not contact the Procurement Manager after the Proposals' due date.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION *Submissions of all proposals must be accomplished via upload: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx*

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:


DEFINITION OF TERMINOLOGY.docx

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx
Other relevant links:

- Eligibility of uses for CDBG funds: 24 CFR 570.201.
- Ineligible activities for CDBG funds: 24 CFR 570.207.
- CDBG program regulations: 24 CFR 570.208(b).
- CDBG Data**:** SFHP_Pricing_2024-REVISED-6.3.24.pdf
- Code of Federal Regulations: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Division and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates	Times (in Mountain)
Issue RFP	Central Purchasing Division	January 17, 2025	
Pre-Proposal Meeting	Procurement Manager /Potential Offerors	January 27, 2025	10:00am-11:30am
Deadline for Written Questions	Potential Offerors	January 31, 2025	5:00 PM
Response to Written Question	Procurement Manager	February 7, 2025	
Proposals Due Date	**Offerors**	**February 14, 2025**	**3:00 PM**
*Rating Meeting	Evaluation Committee	February 17, 2025	
*Interviews	Potential Offerors/Evaluation Committee	February 18, 2025	
*Identification of Potential Best-Valued Offeror(s)	Evaluation Committee & CDC	February 19, 2025	
*First Clarification Meeting (Presentations) & Final Clarification meeting (AKA Executive Session)	Evaluation Committee/CDC/Finalist Offeror(s)	March 5, 2025	First: 8:30am-2:00pm Final: 2:15pm-5:00pm
*Best and Final Offers	Offerors/CDC/Evaluation Committee	March 28 2025	
*Governing Body Approval	Governing Body	April 30 2025	
*Agreement Award(s)	Requesting Department	May 28 2025	

*Dates indicated after "Proposals Due Date" through "Agreement award" are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events., above.

The City reserves the right to:

1. Change or extend the Proposals Due Date.
2. Revise the RFP document prior to the due date.

The city will process addenda if it is determined that modifications, clarifications, or additions to the RFP are necessary. Addenda will be announced via email to registered Potential Offerors that have selected the corresponding commodity code used for this event.

1. Issue RFP

This RFP is being issued on behalf of The City of Santa Fe Affordable Housing Division on the date indicated in the Sequence of Events.

2. Pre-Proposal Meeting

A Pre-Proposal Meeting will be held as indicated in the Sequence of Events, beginning at 10:00 AM MST/MDT via Microsoft Teams: https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWQwZWJiZTctYTU0Mi00M2IzLWI0MzItOGQ4ZjEwNzU5ZDg5%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%228d3a19bb-3961-4588-8915-1014f4def1c1%22%7d

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Division and the Procurement Manager. The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the Meeting. All questions answered during the Pre-Proposal Meeting will be considered **unofficial** until they are posed in writing. All written questions will be addressed in writing on the date listed in the Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the Pre-Proposal Meeting. The meeting will be split into two parts: one part explaining about the program and another part explaining the submission process.

Attendance at this meeting is highly recommended, but not a prerequisite for submission of a proposal. An archived recording of this information session will be made available on the City's website, https://www.santafenm.gov/funding_opportunities, along with a procurement library that contains links to useful resources. If an applicant is unable to attend the live session, they are recommended to watch the recording.

3. Deadline for Written Questions

Potential Offerors may submit written questions to the Central Purchasing Division and the Procurement Manager as to the intent or clarity of this RFP as indicated in the Sequence of Events. All written questions must be addressed to the Central Purchasing Division and the Procurement Manager. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Responses to Written Questions

Responses to the written questions will be provided on Bid Central, on or before the date indicated in the Sequence of Events and is available for all potential Offerors.

An electronic version of the Questions and Answers will be posted to Bid Central.

5. Proposals Due Date

Only **electronic** proposal submission is allowed.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING DIVISION VIA UPLOAD

Proposals must be submitted electronically through the link in the response format and organization section. Proposals submitted by facsimile will not be accepted.

Bid Central will keep a log of the names of all Offeror organizations that submit proposals. Pursuant to NMSA 1978, Section 13-1-116, the contents of proposals shall not be disclosed to competing Offerors during the negotiation process. The negotiation process is deemed to be in effect until the agreement(s) is/are awarded pursuant to this Request for Proposals. Awarded in this context means approved by the City's Governing Body and subsequently signed by the City Mayor.

Extension for submitting a proposal will not be accepted for this project initiative.

6. Interviews

The city may shortlist (if necessary) the Offerors. The shortlisted Offerors may be required to participate in interviews to evaluate expertise. Offerors will be required to participate in an interview to evaluate expertise. A notification will be sent to Offerors with meeting details once the Evaluation Committee has conducted their initial review. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead. A second individual may be present (standby) to clarify Pricing Proposal if requested.

7. Identification of Potential Best-Valued Offeror(s)

All proposals will be reviewed for compliance with the requirements and specifications stated within this RFP. Proposals deemed non-responsive will be eliminated from further consideration. The Central Purchasing Division or/and/or the Procurement Manager in conjunction with the Evaluation Committee may contact the Offeror for clarification of the response. Responsive proposals will be evaluated on the factors in this RFP, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, Section 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

8. First Clarification Meeting

The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project.

9. Final Clarification Meeting

The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

10. Best and Final Offers

This RFP process will allow for Best and Final Offers (BAFO) from finalist Offerors. Specifically, Offerors should provide their strongest possible pricing in initial proposals, as we expect competitive submissions upfront. However, we reserve the right to re-open negotiation by requesting a BAFO per the Sequence of Events, or on an accelerated timeline from finalists. The purpose would be to elicit revised pricing or other updated proposal elements that facilitate selection of the optimal offer. Finalist Offerors may also amend or clarify their proposal during the Clarification Meeting.

11. Governing Body Approval

Depending on the amount of the total compensation, including any term extensions of the contract, either the City manager will approve and sign the agreement, or it will be presented as an agenda item for the appropriate Committee Meetings and then the Governing Body for approval. The mayor signs all - agreements presented to the Governing Body.

12. Agreement Awards

After approval of the Evaluation Committee Report, agreement

resulting from this RFP will be finalized with the most advantageous Offeror(s), based on the evaluation factors outlined in this RFP. The most advantageous proposal may not necessarily be the one with the highest score. If mutually agreeable terms cannot be reached with the apparent most advantageous Offeror within the specified timeframe, the City of Santa Fe reserves the right to finalize a contract with the next most advantageous Offeror without initiating a new procurement process.

Upon finalization and receipt of a signed agreement, the Department will proceed with the award as outlined in the Sequence of Events or as soon as possible thereafter. Awards are subject to appropriate Department and City Manager/Governing Body approval. The subrecipient must not commence work until the Department issues a Purchase Order (PO).

13. Protest Deadline

Any protest by an Offeror pertaining to the solicitation or award must be submitted within 15 days from the notice of solicitation or award and in conformance with NMSA 1978, Section 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, Section 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of agreements) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and

address of the protestor and the request for proposals' number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS


GENERAL REQUIREMENTS.doc

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP. Each proposal will have one primary project option. Additional opportunities in support of the primary project can be included in the Value-Added Plan of the proposal. During the clarification phase, the offeror will go into more detail on the options and the city will determine which options that the city would like to accept.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY

Offerors must submit proposals in response to this RFP through the Bid Central link. Only one electronic copy of each part of the proposal (Main and Cost) should be submitted, as outlined below.

Main portion and cost portion of Offeror's proposal **must** be submitted in separate uploads as indicated below in this section and **must** be prominently identified as "Public Proposal," "Confidential Proposal," or "Cost Proposal," on the front page of each upload.

ELECTRONIC proposal submissions must be fully submitted on: https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx by the submission deadline listed in the Sequence of Events submissions cannot be password protected and must be in PDF format. ***The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments) to fully complete the proposal response by the deadline, date, and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.***

LATE PROPOSALS MAY NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of the **Response Format and Organization** section may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Offerors shall include the following forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offeror Form instructions may result in disqualification.

Attachment	Form	Value
Attachment A	Proposal Cover Page, Declaration & Checklist	Required
Attachment B	Campaign Contribution Disclosure Form	Pass/Fail
Attachment C	Conflict of Interest	Required
Attachment D	Non-Collusion Affidavit	Required
Attachment E	Key Personnel Proposal Form	Pass/Fail
Attachment F	Project Cost Proposal Form	Rated
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format	Pass/Fail
Attachment G1	Scope/Level of Expertise Plan (SC/LE)	Rated
Attachment G2	Value Added Plan (VA)	Rated
Attachment H	Reference List	Pass/Fail

IV. EVALUATION

An Evaluation Committee will evaluate and score the responses to the RFP based on the information provided in each response and committee's evaluation of the offeror's understanding of the objectives of this project. The Pre-Proposal Meeting will be important for Offerors to understand what information needs to be included in their proposals.

Proposals will be reviewed based on the criteria listed below. These points have been evaluated as critical qualifications to the success of the project

No.	Rating Criteria	% Weighting
1	Scope/Level of Expertise Plan (SC/LE)	35
2	Value Added Plan (VA)	5
3	Cost Proposal	35
4	Interview	25

A. DESCRIPTION OF EVALUATION

To ensure that a proposal is complete and addresses all key RFP issues, proposals must adhere to the following format. Proposals shall be organized into the following sections, in the order listed, and inclusive of all requested information:

a) **Proposal Cover Page, Declaration and Checklist:** Offerors will prepare and submit the Proposal Cover Page, Declaration and Checklist (Attachment A).

b) **Key Offeror Project Lead.** Using Attachment E, complete the Key Personnel Lead Proposal Form. The offeror shall provide the name of the Primary Project Lead (the personnel must be the person who will be interviewed if shortlisted) that the offeror proposes to execute the project pursuant to a resultant agreement.

c) **Project Cost Proposal Form.** The offeror will prepare and submit a cost proposal and breakout (see Attachment F). Attachment F must be submitted in a separate electronic document from the rest of the proposal. The rest of the proposal shall not include any financial information regarding the overall project. Any financial information associated with a Value Add (Attachment G2) can be included in that section and will be seen by the Evaluation Committee.

d) **Project Capability (PC) Submittal.** The Project Capability Submittal has two components: Scope/Level of Expertise Plan (SC/LE), and Value-Added Plan (VA). (See Attachments G, G1 and G2).

i. Purpose of PC Submittal

1. Assist City in prioritizing Offerors' submittals based on their scope, expertise, and ability to understand and deliver the intended project.
2. Provide high performing offerors the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous relative project performance results.

ii. PC Submittal Format Requirements

1. PC submittal must NOT contain any names that can be used to identify who the offerors are (such as firm names, personnel names, Project names, or product names).
2. A PC proposal template is included in this RFP. This document must be used by all offerors. Offerors are NOT allowed to re-create, re-format, or modify the template in any manner. Offerors must type their responses on the Word template provided.
3. Failure to comply with any of the PC format requirements may result in disqualification.
4. The PC submittal shall not contain any marketing information. The submittal should be used to prove to the City that the offeror has expertise for the specific project being proposed on.
5. References used in the PC submittal must be listed in the Attachment H Reference List. The Reference List is not seen by the Evaluation Committee until after PC submittal evaluations are performed.

iii. <u>Overview of the Scope/Level of Expertise Plan</u> - The Scope/Level of Expertise Plan is to allow offerors to differentiate themselves based on their technical capability and understanding of the City's specific needs. It should summarize the metrics that show the offeror can accomplish the subject project with the Scope defined by past experiences on similar projects. Offerors should identify scope based on their expertise and experience supported by verifiable performance metrics that show the capability to this specific project environment and requirement. All cost associated

with technical capabilities listed in the SC/LE plan must be included in the proposed base project cost (see Attachments F and G1).

iv. Overview of the Value-Added Section - The purpose of the Value-Added Plan is to provide offerors with an opportunity to identify any value-added options or ideas that may benefit the City at a change in cost or revenue. These options or ideas may also be referred to as additional or optional services. Where applicable, the offeror should identify: 1) what the City may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The offeror should list the cost and time impact of its options or ideas. All cost and revenue impacts associated with these Value-Added options (Attachment G2) must NOT be included in the proposed base Cost (see Attachment F).

v. Reference List - There will be a designated area on both the Scope/Level of Expertise Plan and Value-Added Plan where performance claims are supported by an indicated reference. As the PC submittals are anonymous, the reference will be indicated only by a reference number which corresponds to the matching number on the Reference List (Attachment H).

e) Interviews – The city may shortlist (if necessary) the top-rated Offerors. The shortlisted Offerors will be required to participate in an interview to evaluate expertise. This is not a presentation. The Evaluation Committee will interview the Key Personnel Lead on the Interview date specified in the Project Procurement Schedule. The individual is required to be in person for the interview. A second individual may be present (standby) to clarify Pricing Proposal if requested

f) Federal Funding – Due to federal funding for the resultant agreements, local preferences cannot be applied to this procurement. All qualified offerors will be evaluated equally.

B. PROJECT REVENUE CONTROLS OF THE BEST VALUE APPROACH (BVA)

There are two revenue controls in the BVA including:

a) Best Value Check: After the prioritization of offerors, if the best value Offeror is within 15% of the next best value cost proposal, the best value Offeror will be prioritized first. If not within the range, the best value Offeror will attempt to justify why they should be awarded the agreement. If the justification is clear to the Evaluation Committee, they will move into the clarification period.

b) Selection Check: Before the agreement is awarded, an evaluation committee report must be given for the best value Offeror. If the justification is not sufficient, the award may go to the next best value who has met all the requirements of the BV approach. The Selection Check will provide the justification for hiring the highest prioritized Offeror. The Offeror selected for an award will be the one whose proposal is responsive, responsible, and is the most advantageous to City, as determined by the City in its sole discretion.

C. CLARIFICATION

The potential best value Offeror(s) will be required to complete the Clarification Phase as outlined in the Clarification Phase Guide (Attachment I). The intent of this phase is to allow the Offeror(s) an opportunity to clarify their proposal, address any issues or risks, any concerns to be resolved, develop a Weekly Risk Report (Attachment J), and prepare a presentation for the Clarification Meeting.

D. AWARD

The City will notify each offeror in writing of the City's decision.

a) The City reserves the right to reject any or all proposals and to award more than one offeror and to an offeror other than the lowest-priced offeror. The decision of the RFP award(s) by the City is final.

b) The City at its sole discretion may decide to take no procurement action because of the RFP and/or may re-issue all or portions of the RFP.

c) The City reserves the right to accept or reject without consideration proposals that do not address the full requirements of the RFP or that do not reach the designated address and contact before the proposal due date and time identified.

The final award(s) is/are dependent upon the Offeror's Scope of Work (SOW) being acceptable to the City. Proposals and contents provided by the Offeror will be considered agreement obligations. Any new or unique requirements because of the RFP response can be added or amended, at the City's sole option, to the existing agreements. Obligations of confidentiality will be an important condition of any resulting agreement arrangement. The selected Offeror and all employees performing duties on this project will be required to keep all aspects of this project in confidence during the evaluation process.

All Offerors' performance will be tracked by the Department POC through the Weekly Risk Report System (See Attachment J).

ATTACHMENT LIST – List of all attachments included in the RFP

Attachment A	Proposal Cover Page, Declaration & Checklist
Attachment B	Campaign Contribution Disclosure Form
Attachment C	Conflict of Interest
Attachment D	Non-Collusion Affidavit
Attachment E	Key Personnel Lead Form
Attachment F	Project Cost Proposal Form
Attachment G	Project Capability Submittal (SC/LE, VA) Checklist and Format
Attachment G (1)	Scope / Level of Expertise Plan (SC/LE)
Attachment G (2)	Value-Added Plan (VA)
Attachment H	Reference List
Attachment I	Clarification Phase Guide
Attachment J	Weekly Risk Reporting System Guide
Attachment K	Program Acceptance Criteria
Attachment L	Draft Agreement

ATTACHMENT A – PROPOSAL COVER PAGE, DECLARATION, AND CHECKLIST

The Offeror must complete and submit this Attachment. This Attachment shall be the cover page for the Proposal. The following documents are required for this RFP (please mark off each document to acknowledge that you have completed and submitted the document in the proper format):

☐	Attachment A	Proposal Cover Page, Declaration & Checklist
☐	Attachment B	Campaign Contribution Disclosure Form
☐	Attachment C	Conflict of Interest
☐	Attachment D	Non-collusion Affidavit
☐	Attachment E	Key Personnel Lead Form
☐	Attachment F	Project Cost Proposal Form
☐	Attachment G	Project Capability Submittal (LE, RA, VA) Checklist and Format
☐	Attachment G (1)	Level of Expertise (LE) Plan
☐	Attachment G (2)	Value Added (VA) Plan
☐	Attachment H	Reference List

RFP # 25102

Phone Number

Company Name

Mailing Address

FEIN#

City and Country

NM CRS#

2. **Identify the individual(s) authorized by the organization to (A) agreement obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Agreement Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):

____ No subcontractors will be used in the performance of any resultant contract, OR

____ The following subcontractors will be used in the performance of any resultant agreement

_____

(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant** agreement (N/A, None, Does not apply, etc. are acceptable responses to this item.)

_____

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in this RFP; and
- I acknowledge receipt of all amendments to this RFP, if any.

_____ _____, 20_____

Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above*.)

ATTACHMENT B - CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, Sections 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective subrecipient subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective subrecipient to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the subrecipient signs the agreement if the aggregate total of contributions given by the prospective subrecipient or a family member or representative of the prospective subrecipient to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective subrecipient submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective subrecipient or a family member or representative of the prospective shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase agreement.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, Section 13-1-181 or a agreement that is executed may be ratified or terminated pursuant to Section NMSA 1978, Section 13-1-182 if a prospective subrecipient fails to submit a fully completed disclosure statement pursuant to this section; or a prospective subrecipient or family member or representative of the prospective subrecipient gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective subrecipient.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE Subrecipient WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the agreement for which the prospective subrecipient is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase agreement contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money. or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without

compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective subrecipient, if the prospective subrecipient is a natural person; or (b) an owner of a prospective subrecipient

"**Pendency of the procurement process**" means the time between the public notice of the RFP and ending with the award of the agreement or the cancellation of the RFP.

"**Prospective Subrecipient**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, Section 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase agreement

"**Representative of a prospective** subrecipient means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective subrecipient

Name(s) of Applicable Public Official(s) if any: _____

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

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE subrecipient

Contribution Made By: _____

Relation to Prospective subrecipient: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Title (Position)

ATTACHMENT C - CONFLICT OF INTEREST STATEMENT

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City agreement and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to each key personnel shall also complete the Conflict-of-Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the recipient and known key personnel needs to describe the conflict.

The recipient agrees that, if after award, an organizational conflict of interest is discovered, the recipient makes an immediate and full written disclosure to the City that includes a description of the action that the recipient has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the agreement for the Project. If the recipient was aware of an organizational conflict of interest prior to the award of the agreement and did not disclose the conflict to the City, the City may terminate the agreement for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Community Development Block Grant (CDBG) For the duration of this firm's involvement in the CDBG agreement, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the CDBG . agreement

I certify that this firm will keep all recipient agreement information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the recipient agreement . I understand that if this firm leaves this CDBG agreement before it ends, this firm must keep all agreement information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the CDBG agreement information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately if I or another person within this organization either learn or have reason to believe that any person who has access to the agreement confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name: _____

Authorized Representative/Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Signature: _____

Date: _____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process, or the agreement may be canceled.

ATTACHMENT D - NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

ATTACHMENT E – KEY PERSONNEL LEAD FORM

Offeror Key Personnel Lead: _____

ATTACHMENT F - PROJECT COST PROPOSAL FORM

Project Initiative/Title: _____

Total Cost Proposal: _____

Provide a Total Cost to deliver the requested project, including all the requirements described in the RFP Scope of Work Overview. The Total Cost should be broken out in two separate methods. Costs not listed in your proposal cannot be billed/invoiced if you are awarded.

1. A cost breakout by ten project milestones.
2. A cost breakout by project area (Labor, Materials and Overhead)
    a. Equipment should be included in labor

#	Milestone	Cost
1		$
2		$
3		$
4		$
5		$
6		$
7		$
8		$
9		$
10		$
	Total Cost	**$**

#	Project Area	Cost
1	Labor (# of Work hours)	$ ( )
2	Materials	$
3	Overhead	$
	Total Cost	**$**

ATTACHMENT G – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Offeror must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 4-page PC Submittal limit. Failing to answer or answering "No" to any of the questions below may result in disqualification.

1. Is your PC Submittal (attachments G1, & G2) a total of 4 pages or less (2 page maximum per document)? ☐ Yes ☐ No
2. Do you understand that your PC Submittal will NOT contain any names, past projects, or information that may be used to identify who your firm is? ☐ Yes ☐ No
3. Do you understand that you must use the PC Submittal templates provided in this RFP and that you are NOT allowed to re-create the PC Submittal Templates (cannot alter font size, add colors, add pictures, etc.) or handwrite your responses? ☐ Yes ☐ No
4. Do you understand that the contents of PC Submittal will become part of the Agreement? ☐ Yes ☐ No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements? ☐ Yes ☐ No

ATTACHMENT G (1) – SCOPE / LEVEL OF EXPERTISE PLAN (SC/LE)

Offerors must use this template. The Offeror **may not change prefilled information (except for instructions) or exceed the 2-page limit for this section.** The first page will contain the scope description of what they are proposing on the second page the Offerors should identify their project performance metrics for each of the requirements. They should also put a reference # for the metric that correlates with the number on the Reference list Attachment H. The Offeror can also add additional project performance metrics that they feel differentiates themselves from other offerors. Do NOT include any identifying information in your Scope/Level of Expertise Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List.

Scope Description:
This section will be used for the offeror to describe what they are proposing. We suggest making it brief, and simple so the committee understands what the proposal is. This section is not to go into all the details of the proposal but to give a high-level summary for the selection committee.

***Note: the instructions above may be deleted from this form.**

Requirement	City of Santa Fe	Offeror's Project Performance	Ref #
# of years' experience with Low-Moderate Income (LMI) persons	1		
# of LMI persons projects	1		
Average Budget ($)	$600K		
Average Duration (months)	18 months		
Average # of LMI impacted	N/A		
Average Customer Satisfaction	10/10		
Average Time Deviation (%)	0%		
Average Cost Deviation (%)	0%		

Additional Project Performance Criteria	Offeror's Project Performance	Ref #

ATTACHMENT G (2) – VALUE ADDED PLAN (VA)

Offerors must use this template. The Value-Added Plan should identify any **value-added options or ideas that may benefit the City**. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add Value Added Claim rows to the table template, but **do not exceed the 2-page limit for this section**. Do NOT include any identifying information in the Plan. Information supported by an indicated reference must have a corresponding reference listed in Attachment H: Reference List. Each value-added claim will provide a brief description, extra cost/delay, and impact which describes how it would affect the project in terms of cost, time and/or quality.

***Note: the instructions above and the example in table below may be deleted from this form.**

#	Value Added	Cost	Delay	Impact	Ref #
0	Expand Project to impact 30% more Low-moderate income persons	25%	0	Increased cost by 25%	1
1					
2					
3					

ATTACHMENT H – REFERENCE LIST

Offerors must use this template. The Reference List's "Ref #" must correlate with the references indicated on the Scope / Level of Expertise and Value-Added Plans. All references cited must have their Point of Contact (POC) readily available if follow-up questions or verification of project information and performance is required by City. Any References listed which are not readily available may be considered invalid in the scoring of the Scope / Level of Expertise and Value-Added Plans.

Ref #	Client Name	POC Name	Email	Phone	Project Cost	Duration
0	Client A	POC Name A	A@gmail.com	(###) ### - ####	$ 1,800,000	1/1/2020 - 5/1/2020
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

ATTACHMENT I – CLARIFICATION PHASE GUIDE

1. OVERVIEW

a. The Clarification Phase is not a negotiation phase. Offerors will not be permitted to modify their cost/fee/financial rates, project durations, or project team unless the City requests changes. The Clarification Phase is started by the notification of the Prioritized highest scoring Best Value Offeror(s) and ended by the final presentation to the City after all issues have been addressed. If the City is not satisfied during the Clarification Phase, or upon completion of the First Clarification Meeting and Clarification Summary Meetings, the City may consider another Offer for potential award (this Offeror would also have to participate in a Clarification Phase). If the Offeror provides all required documents and meets the requirements of the city with the potential Best-Value Offeror, The City may proceed with award(s).

b. The Clarification Phase is carried out prior to the signing of the contract. The City's objective is to have the products/services maximized without any Offeror price increases, and with high customer satisfaction. At the end of the contract period, the City will evaluate the performance of the Offeror based on these factors, so it is very important that the Offeror pre-plans the project and utilizes the Weekly Risk Report to mitigate risk.

c. It is the Offeror's responsibility to ensure they understand the scope of their product/service offering and to clearly identify what they are delivering. It is the Offeror's responsibility to manage and mitigate the risk of their offering. It is the City's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed.

d. The Clarification Phase provides the Offeror with an opportunity to identify their scope with a detailed specification and a simplified list of their tasks and financial streams. The City has the right to accept or reject this proposal. The City also has the right to identify its perceived risks, concerns, and issues which it will require the Offeror to mitigate and manage. The major deliverables in the Offeror's scope of services in the Clarification Phase include:

   i. Proposed detailed plan from beginning to end.
   ii. Integrated cost/time schedule that the BV Offeror will use to track cost/time deviations.
   iii. Simplified milestone schedule that non-technical stakeholders can follow to track deviations.
   iv. A Cost Proposal presented in two ways: milestone schedule and major areas.
   v. If any risk is identified, the Offeror must ensure that meeting minutes identify that the Offeror has a mitigation plan for the perceived risk to their proposed plan.
   vi. A Weekly Risk Reporting System (WRRS, Attachment J), which will track the implementation or delivery of the service. The service should never be executed without a Purchase Order (PO) and the WRR. The Offeror will be responsible for using the WRR to track the performance of the project, update the WRR, and send all stakeholders a copy of the WRR on a weekly basis. The WRR shall include updated: 1) cost and schedule status, 2) milestone schedule status, 3) project cost and time deviations, 4) risk mitigation and other performance metrics.

2. PRE-PLANNING AND COORDINATION

a. Offerors may be required to provide the City with supporting documentation for any information listed in their submittals before entering the Clarification Phase.

b. The City requires that the Offeror attend a First Clarification Meeting to present its proposal and to identify additional issues or concerns that the City may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Offeror is required to perform the following functions as part of, or in preparation for, this Meeting:
    i. Ensure that the City has invited all its stakeholders and participants to the meeting (including the City, sub-Offerors, designer / AE, interested parties, etc.).
    ii. Present the scope of services (schedule, cost, deliverables, etc.).
    iii. Identify the City's responsibilities.
    iv. Propose the Weekly Risk Report (WRR) format.
    v. Field questions and concerns from City stakeholders.
    vi. Listen to concerns, issues, and comments from the City stakeholders.
    vii. Propose a schedule to finalize the Clarification Phase and the agreement documents.

c. Once the First Clarification Meeting is held, and if the City is comfortable with the Offer, the Clarification Phase begins. The Offeror may be required to complete the following:
    i. Revisit the site/buildings/campus to do any additional investigating.
    ii. Coordinate with all parties that will be involved with the delivery of products/services.
    iii. Resolve concerns and issues with mitigating actions. Prepare to summarize resolutions in the final Clarification Phase Summary Presentation meeting.
    iv. Finalize the Clarification Document (agreement, WRR, payment schedule, scope of work).

3. CLARIFICATION DOCUMENT

The final Clarification Document will include the following:

a. Executive Summary - high level summary of scope documents that clearly addresses what is in scope [being delivered] and what is out of scope for the project.
b. Finalized scope documents which include details on how the tasks will be completed.
c. Description of the end deliverable in terms of simplified metrics.
d. Detailed scope descriptions– A specific breakout of every action required for the Offeror to perform the work. Including all activities required by the Offeror, City and stakeholders to perform the work, inclusive of a detailed schedule and milestone schedule.
e. Weekly Risk Report format (WRR)
f. Project financial summary.
    i. The Offeror's Original Price Proposal.
    ii. A list of agreed/accepted Value-Added Options (with impact to price)
    iii. A list of agreed upon Scope Changes or Additional Work with impact to price.
    iv. A Price Breakout and Payment Schedule.
g. Project and emergency contact list.
h. PowerPoint presentation that describes the scope of the project in terms of cost, time, deliverables and how the deliverables acceptance will be decided.

4. FINAL CLARIFICATION MEETING

a. The Final Clarification Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question-and-answer session. The Offeror and City stakeholders must not wait for the meeting to ask questions. All coordination and planning with the City should be completed prior to the Clarification Phase Summary Presentation meeting on the RFP Procurement schedule.

b. The Offeror should give a presentation, which walks the City through the entire agreement period and summarizes all the coordination and planning done during the Clarification Phase. The Offeror should bring its team, and all the documents specified in the Clarification Document. The Offeror should come with documents explaining what the City is responsible for during the agreement period. The Offeror must convince the City that they have minimized or mitigated all risks and will not be surprised once the service/production begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the agreement along with the other documents from the Clarification Phase.

ATTACHMENT J – WEEKLY RISK REPORTING SYSTEM GUIDE

Overview

The Weekly Risk Reporting System (WRRS) is a companion to the Quality Control Plan that is created by the best value Offeror during the Clarification Phase. The report serves as a tool for the City in analyzing the performance of the Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting systems (that the Offeror may do).

The purpose of the WRRS is to allow the Offeror to document and manage all risks that occur throughout a project. Risk is defined as anything that might impact the project scope, cost, and schedule. This includes risks that are caused by the Offeror (or entities subcontracted by the Offeror), and risks that are caused by City (scope changes, unforeseen conditions, etc.). The City's Project Manager may also require the Offeror to document risks that may impact the City satisfaction.

Submission

The weekly report is an Excel file that must be submitted every week. The report is due every week once the agreement award is issued, until the Project is 100% complete (and final payment is made). The Excel spreadsheet will be available from the City upon request.

The completed report must be saved using the date and name of the Project given by the City (Format: YYMMDD_Project Name; For example, 'HCM Project' for the week ending Friday, Oct 7, 2021, should be labeled '211007_HCM Project'). Weekly Reports are to be emailed by Monday.

The weekly risk report consists of reporting the project performance metrics, cost, scope changes or unforeseen events that are risks to the project in terms of scope and cost deviations, or City satisfaction including any risks that could potentially develop into an issue. When a new risk is identified, it is added to the weekly risk mitigation log.

When a risk has become an issue and causes deviation to project cost, time or quality, it is added to a project deviations log, along with the following: Identification date (date the issue was identified), plan to resolve issue, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

As deviations arise that warrant attention, the Offeror should not wait to submit the weekly risk report. The Offeror must contact the City if there are any risks or potential risks identified that are or could be rated at a high level. When a risk is eliminated or the issue is resolved, the actual date of elimination or resolution must be listed.

The City will analyze the reports for accuracy and timeliness. The reports will be used in part by the City to determine the overall final performance rating of the Offeror (and its team).

ATTACHMENT K – PROGRAM ACCEPTANCE CRITERIA

EVALUATION POINT SUMMARY FOR PRESENTATIONS

The City's Community Development Commission (CDC) is designated to make the initial funding recommendation of Community Development Block Grant (CDBG). At its discretion, the City reserves the right to alter the membership and size of the committee. The CDC will be determining in the clarification meetings which projects will be accepted. They will be using these criteria to rate the projects.

PROGRAM CRITERIA	Weighted Value	Eval Points (1-5)	Total Points	Max. Score
Need/Benefit & Project Feasibility • Does the proposed use address a demonstrated need? • Is a special needs population served? • Compliance with local plans, priorities, codes • Demonstrates collaboration with other agencies, programs, etc.	**40%**	_____	_____	**200**
Demonstrated Capability – Organizational Management • Staff/ Organizational experience • Expertise in type(s) of housing or service(s) proposed • Financial soundness	**35%**	_____	_____	**175**
Funding Feasibility & Performance Measurement • Steps/phases to complete the activity are organized and well-articulated • Are performance measurements, outcomes and proposed outcomes well presented? Realistic? Well- supported in the application?	**25%**	_____	_____	**125**
TOTAL:	**100%**			**500**

Evaluation Point Summary **EVALUATION POINTS:** **1 -- Lowest** **5 – Highest**

CDBG Compliance Criteria (Check one)	Pass	Fail
National Objective Compliance • Benefits low/moderate income persons/households? • Prevents slum/blight? • Serves a Low to Moderate Income (LMI) Area (i.e. Census Tract)?		

Consolidated Plan Compliance Does the application demonstrate that it meets Consolidated Plan priorities?		
Budget • Is the proposed budget realistic? • Are other funding sources secured? • Is the $1: $1 leverage requirement met?		
Note that to be considered for CDBG Funding, application must "pass" on all criteria		

ATTACHMENT L - DRAFT AGREEMENT

The draft included in this Attachment represents the agreement the City intends to use to make awards. The City of Santa Fe reserves the right to modify the draft prior to, or during, the award process, as necessary.

(Draft agreement attached as a separate document)

URGENT-GB-020-Santa Fe Community Housing Trust

Final Audit Report 2026-03-27

Created:	2026-03-27
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA87tc8yW91wPtySSaKyv6tbSJZCOJKM5P

"URGENT-GB-020-Santa Fe Community Housing Trust" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-03-27 - 5:24:22 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2026-03-27 - 5:28:13 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2026-03-27 - 5:28:18 PM GMT- IP address: 51.54.38.120

Email sent to csbrowning@santafenm.gov bounced and could not be delivered
2026-03-27 - 5:28:30 PM GMT

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2026-03-27 - 6:20:42 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
2026-03-27 - 6:20:48 PM GMT

Email sent to csbrowning@santafenm.gov bounced and could not be delivered
2026-03-27 - 6:21:00 PM GMT

Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-03-27 - 7:26:34 PM GMT- IP address: 104.28.85.135

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2026-03-27 - 8:53:21 PM GMT - Time Source: server- IP address: 174.240.24.235

Document sent to ANDREA PHILLIPS (akphillips@santafenm.gov) and BRIAN MOYA (bjmoya@santafenm.gov) for signature. One of them to sign

2026-03-27 - 8:53:26 PM GMT

Email sent to csbrowning@santafenm.gov bounced and could not be delivered

2026-03-27 - 8:53:31 PM GMT

Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)

2026-03-27 - 8:53:31 PM GMT- IP address: 51.54.38.120

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

2026-03-27 - 9:10:34 PM GMT- IP address: 104.47.65.254

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-03-27 - 10:13:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2026-03-27 - 10:13:42 PM GMT

Signature: Roberta Catanach

Email: RLCATANACH@SANTAFENM.GOV

URGENT-GB-020-Santa Fe Community Housing Trust

Final Audit Report 2026-03-27

Created:	2026-03-27
By:	ROBERTA CATANACH (RLCATANACH@SANTAFENM.GOV)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlcltlFio3A4aalJonqUaqy1cXlxxGU5u

"URGENT-GB-020-Santa Fe Community Housing Trust" History

Document created by ROBERTA CATANACH (RLCATANACH@SANTAFENM.GOV)
2026-03-27 - 10:20:23 PM GMT- IP address: 63.232.20.2

Document emailed to ROBERTA CATANACH (RLCATANACH@SANTAFENM.GOV) for signature
2026-03-27 - 10:21:42 PM GMT

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2026-03-27 - 10:22:51 PM GMT- IP address: 104.47.65.254

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Agreement completed.
2026-03-27 - 10:23:18 PM GMT

Powered by Adobe Acrobat Sign

City of Santa Fe New Mexico
Memorandum

DATE: March 27, 2026

TO: Michael Garcia, Mayor

VIA: Andrea Phillips, Acting Finance Director, ANDREA PHILLIPS (Mar 27, 2026 16:00:29 MDT)
Heather Lamboy, Land Use Director Heather Lamboy
Faviola A. Chavez, Director, Office of Affordable Housing Faviola Chavez (Mar 27, 2026 15:58:19 MDT)

FROM: Roberta Catanach, Project Administrator RC

ITEM AND ISSUE: Request for approval for the Community Development Block Grant (CDBG) Subrecipient Agreements in the total amount of $633,475 from the 2025 Award. Additionally, requesting Budget Adjustment Resolution (BAR) in the amount of $108,072.18 from CDBG Grant year 2023 and $27,885.15 from Grant year 2024, for a total of $769,432.33 for the Community Development Block Grant budget.

BACKGROUND AND SUMMARY: The Community Development Block Grant Program (CDBG) is funded annually by the U.S. Department of Housing and Urban Development (HUD) for a wide range of housing and community development activities. The City of Santa Fe, along with over 1,100 other cities in the country, is an "entitlement city" which means it automatically receives the federal money. The amount of the grant is determined by a formula that takes into consideration community's needs, including the extent of poverty, population, housing overcrowding, age of housing and population growth in relationship to other metropolitan areas.

Nine applications were submitted for CDBG funds. Six CDBG applications were deemed responsive and eligible for funding. Because the funding requests for CDBG far exceeded what was available, funding amounts were determined based on a variety of factors related to priority needs identified in the Five-Year Consolidated Plan. The City of Santa Fe received a CDBG-EN FY2025 formula allocation of $633,475, of which 20% is set aside for program administration costs. There was a remaining of $108,072.18 from CDBG Grant year 2023 and $27,885.15 from Grant year 2024.

Grantee Requested Recommended Chainbreakers Collective $200,000 $0 Homewise 250,000 85,000 Interfaith 549,900 45,000 SF Civic Housing Authority 250,000 0 Sf Community Housing Trust 610,074 100,000 SF Habitat for Humanity 200,000 135,000 SFPS-Adelante 40,000 40,000 Youth Shelter 55,000 0 Youth Works 450,000 101,780 Total Admin 20% 126,695 126,695 $2,731,669 $633,47

Grantee	Requested	Recommended
Chainbreakers Collective	$200,000	$0
Homewise	250,000	85,000
Interfaith	549,900	45,000
SF Civic Housing Authority	250,000	0
Sf Community Housing Trust	610,074	100,000
SF Habitat for Humanity	200,000	135,000
SFPS-Adelante	40,000	40,000
Youth Shelter	55,000	0
Youth Works	450,000	101,780
Total Admin 20%	126,695	126,695
	$2,731,669	**$633,475**

PROCUREMENT METHOD: The procurement method is RFP #25102

FUNDING SOURCE: The funding source is: Fund Name/Number: Community Development/Fund 240 Munis Org Name/Number: Housing Community Development Programs/2402750 Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED: The Office of Affordable Housing respectfully requests your review and approval

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Development / Office of Affordable Housing	1/5/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Grants & Services	2402750	510400	AFH2624001 Homewise	85,000	
Grants & Services	2402750	510400	AFH2624002 Housing Trust	100,000	
Grants & Services	2402750	510400	AFH2624003 Interfaith	45,000	
Grants & Services	2402750	510400	AFH2624004 Habitat	134,926	
Grants & Services	2402750	510400	AFH2624005 Adelante	40,000	
Grants & Services	2402750	510400	AFH2624006 Youthworks SC JST	75,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Dept. Housing Urban Dev	2402750	490520			763,304
US Dept. Housing Urban Dev	2402750	490520		(153,549)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624001 Homewise	(85,000)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624002 Housing Trust	(100,000)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624003 Interfaith	(45,000)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624004 Habitat	(134,926)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624005 Adelante	(40,000)	
US Dept. Housing Urban Dev	2402750	490520	AFH2624006 Youthworks SC JST	(75,000)	
				$ (153,549)	$ 763,304

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

The purpose of the BAR is to account for the amount awarded from the U.S. Department of Housing and Urban Development (HUD)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
240	(609,755)
TOTAL:	**(609,755)**

Ruben Macias — Ruben Macias (Feb 4, 2026 14:31:49 MST) — 1/5/2026
Prepared By *{print name}* — Date

Faviola Chavez — Faviola Chavez — Feb 4, 2026
Division Director Signature *{optional}* — Date

Brian Moya — BRIAN MOYA — Feb 4, 2026
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 — Feb 5, 2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Date: February 27, 2026

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

From: Taylor Jurgens, Engineer, Water Division TRJ

Via: Jesse Roach, Interim Public Utilities Department Director JR Jesse Roach

Jonathan Montoya, Acting Water Division Director JM JM

RE: McClure Dam Authorized Representatives and Agents No. DSB-FY26-HHPD-01

EXECUTIVE SUMMARY:

This Resolution designates authorized representatives and agents for a grant agreement with the New Mexico Office of the State Engineer (OSE) regarding Grant Agreement DSB-FY26-HHPD-01 ("Grant Agreement"). The Grant Agreement makes available one million three hundred fifty-four thousand four hundred seventy-nine dollars and zero cents ($1,354,479.00) for a project to plan and design the rehabilitation of McClure Dam in Santa Fe County.

BACKGROUND:

OSE, through Article XI.B(e) of the Grant Agreement, requires that the City of Santa Fe as the grantee agrees that "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". Adoption of this Resolution will satisfy this requirement and allow the City to enter into the Grant Agreement and submit Requests for Payment. The Grant Agreement will be presented to the Governing Body in an action separate from this Resolution.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

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 OFFICE OF THE STATE ENGINEER GRANT AGREEMENT DSB-FY26-HHPD-01, TO PLAN AND DESIGN THE REHABILITATION OF MCCLURE DAM.

WHEREAS, the Federal Emergency Management Agency (FEMA) has awarded the New Mexico Office of the State Engineer (OSE) a certain amount of funds through the High Hazard Potential Dams (HHPD) grant program and the New Mexico Department of Finance and Administration (DFA) has awarded the OSE the New Mexico Match Fund Grant to cover the Local Match Amount required by the FEMA HHPD Grant, from which the OSE is making available to the City of Santa Fe ("Grantee" of "City") through Grant Agreement DSB-FY26-HHPD-01 ("Agreement"), incorporated as Attachment A, in the amount of one million three hundred fifty-four thousand four hundred seventy-nine dollars and zero cents ($1,354,479.00), to plan and design the rehabilitation of McClure Dam in Santa Fe County ("Project"); and

WHEREAS, Article XI.B(e) of the Agreement, states that "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" and adopting this resolution will satisfy this requirement; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, that the following provisions shall apply to the agreement:

1. The person listed below, or their successor, is the Grantee's official representative authorized to sign the Agreement:

   Grantee: City of Santa Fe
   Name: Michael Garcia
   Title: Mayor
   Address: PO Box 909
   Santa Fe, NM 87504
   Email: mayor@santafenm.gov
   Telephone: (505) 955-6590

2. The person listed below, or their successor, is the Grantee's Fiscal Officer or Fiscal Agent concerning reviewing and signing Requests for Payments for permissible expenditures:

   Grantee: City of Santa Fe
   Name: Erika Lujan
   Title: Grants Manager
   Address: 200 Lincoln Ave
   Santa Fe, NM 87501
   Email: evlujan@santafenm.gov
   Telephone: 505-479-1334

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Mar 20, 2026 09:53:23 MDT)

MARCOS D. MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Resolutions/McClure Dam Authorized and Representatives and Agents No. DSB-FY26-HHPD-0

Attachment A

STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
SUB-RECIPIENT GRANT AGREEMENT DSB-FY26-HHPD-01

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Office of the State Engineer (OSE), with mailing address: 5550 San Antonio Drive NE, Albuquerque, NM 87109, ("**Department**" or "Recipient") and the City of Santa Fe with mailing address: 200 Lincoln Ave., P.O. Box 909, Santa Fe, NM 87504-0909 ("Grantee" or "Subrecipient") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, the rehabilitation of High Hazard Potential Dams (HHPD) grant program is authorized by 33 USC 467f-2; and is administered through the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA); and

WHEREAS, the Federal Emergency Management Agency (FEMA) has awarded the OSE a certain amount of funds through the HHPD grant program (Award No. EMT-2024-GR-05014);

WHEREAS, the New Mexico Department of Finance and Administration (DFA) has awarded the OSE the New Mexico Match Fund Grant to cover the Local Match Amount required by the FEMA HHPD Grant (Award No. MG26-91655);

WHEREAS, the purpose of this agreement is to specify and delineate the responsibilities and duties of the parties hereto, for rehabilitation of McClure Dam, hereinafter referred to as the "Project";

WHEREAS, the Department is charged with regulating the safety of dams in New Mexico including McClure Dam; and

WHEREAS, the Grantee owns, operates, and maintains McClure Dam for the purpose of municipal water supply for the City of Santa Fe and has requested funding assistance for the project;

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. The Project that is the subject of this Agreement with current FEMA Performance Period 09/25/2024 to 09/24/2027 (subject to amendment) is described as follows: Tasks necessary to plan and design the rehabilitation of McClure Dam, Santa Fe County, New Mexico, as described in the Scope of Work for this Project dated 11/20/2024, and as may be amended by appropriately approved and executed Scope of Work Amendment.

B. Grantee's total reimbursements shall not exceed Eight Hundred Eighty Thousand Four Hundred Eleven Dollars and Thirty Five Cents ($880,411.35) ("FEMA Allocation Amount")

plus the 35-percent local match Four Hundred Seventy Four Thousand Sixty Seven Dollars and Sixty Five Cents ($474,067.65) ("Local Match Amount"), which equals One Million Three Hundred Fifty Four Thousand Four Hundred Seventy Nine Dollars ($1,354,479.00) ("Total Allocated Amount").

C. In the event of a conflict among the Total Allocated Amount, the Performance Period, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding language in the laws cited above in this Article I, the language of the FEMA award and the DFA Award cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. Attachment B sets forth additional requirements and conditions in accordance with the HHPD grant program reference in the Recitals above, which are incorporated by this reference as if set forth fully herein. If Attachment A and/or B imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A and/or B shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the OSE concerning the Project, including, but not limited to, Requests for Payment and reports.

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 issuing a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit A** and incorporated herein by reference. After receipt of a Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Total Allocated Amount. This Agreement and any reimbursements up to the Total Allocated 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 end of the Performance Period and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Total Allocated 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 A**.

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 Attachment A, 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 Attachment A 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.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Dam Owner: City of Santa Fe
Name:
Title:
Address:

Email:
Telephone:

Fiscal Agent:
Name:
Address:

Email:
Telephone:

The Department designates the person listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Office of the State Engineer
Name: Sushil Chaudhary
Title: Dam Safety Bureau Chief
Address: 5550 San Antonio Drive, NE
Albuquerque, NM 87109
Email: sushil.chaudhary@ose.nm.gov
Telephone: 505-383-4134

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 day the FEMA Performance Period ends (09/24/2027 subject to amendment) unless Terminated Before FEMA Performance Period ends ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the end date of the FEMA Performance Period 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 end of the FEMA Performance Period based on the Completion of the Project, Complete Expenditure of the Total Allocated Amoun and/or Violation of this Agreement. Early Termination hereunder includes:

   a. Termination due to completion of the Project before the end date of the FEMA Performance Period;
   b. Termination due to complete expenditure of the Total Allocated Amount before the end date of the FEMA Performance Period;
   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 United States Congress and the legislature of New Mexico, if applicable, making sufficient appropriations and authorizations for the Project Description.

   a. If the United States Congress or New Mexico Legislature does not appropriate the Total Allocated 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 United States Congress or New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization as communicated to the OSE by FEMA or DFA.

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 end date of the FEMA Performance Period 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 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 monthly reports of Project activities, expenditures, and budget updates.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided in the monthly reports is true and accurate 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 monthly reports 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. Monthly reports shall be due by 10th of the month after the month ends following the execution of this Agreement by the Department and ending during the month of the submission of the final request for reimbursement for the Project, or the following month. Monthly reports shall be in the form required 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 B**. 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.
   b. Obligated but unpaid invoices received by Grantee from third-party contractors or vendors may be reimbursed if the invoices comply with the provisions of this Agreement.
      i. 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.
      ii. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
      iii. 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. .

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 the end date of FEMA Performance Period for expenditures or liabilities incurred before the Early Termination date or the end date of FEMA Performance Period .

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. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project. In addition, the Project is subject to the federal Davis-Bacon Act, as amended.

   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 Département'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 restrictions, 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 Allocated 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 Total Allocated Amount and the end date of the FEMA Performance Period, 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 Allocated 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 Total Allocated 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 Total Allocated 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 US Congress to FEMA and New Mexico Legislature to DFA, as communicated to the OSE by FEMA and DFA, for the performance of this Agreement.
    b. If the OSE provides notification of insufficient appropriations and authorization, the 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 or FEMA in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the OSE."

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 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 Practices 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 **Attachment A**, upon notice to, 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. GENERAL PROVISIONS

A. Assignment: The City of Santa Fe'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 D**, 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: OFFICE OF THE STATE ENGINEER

By: _____

Name: Elizabeth K. Anderson, P.E.

Title: State Engineer Date:_____

Chief Financial Officer: By: _____

Name: Jim Williamson

Title: Chief Financial Officer Date:_____

AS TO BUDGET SUFFICIENCY

Program Support Director: By: _____

Name: Jeff Primm

Title: Program Support Director Date:_____

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office: By: _____

Name: R. Alfred Walker

Title: ALU Managing Attorney Date: 01/20/2026

APPROVED BY GRANTEE:

City of Santa Fe	By: _____	
	Name: _____	Date: _____
	Title: _____	Date: _____
Finance Director:	By: _____	
	Name: _____	
	Title: _____	Date:_____
Legal Counsel:	By: _____	
	Name: _____	
	Title: _____	Date:_____

EXHIBIT A

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

EXHIBIT A

Notice of Obligation to Reimburse Grantee [# 1]

DATE: _____

FROM: Department: _____
TO: 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 B

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment
Exhibit B

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City State Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount *(If Applicable)*: _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Printed Name

Date: _____

Grantee Representative

Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

EXHIBIT D
Data Sharing Provisions

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[May be used if required by DFA]

ATTACHMENT A
TO
OFFICE OF THE STATE ENGINEER
SUB-RECIPIENT GRANT AGREEMENT

ARTICLE 1 REVIEW

Upon execution of the agreement, the Grantee shall follow the procedures listed below unless waived in writing by the New Mexico Office of the State Engineer (OSE). As used in this Exhibit "OSE" means the New Mexico Office of the State Engineer, Dam Safety Bureau or its designated agent. The OSE may withhold payment if any of these procedures are not followed by the Grantee.

A. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must coordinate and hold a scoping meeting with the OSE Dam Safety Bureau prior to procuring engineering or construction services or prior to commencing any work not included in an approved Operation and Maintenance Manual. The purpose of the scoping meeting is to define the extent of the project, the responsibilities of the project participants, the criteria to be applied to review and approval, and other topics that may improve overall execution and value of the project.

B. The Grantee must submit a detailed project description (scope of work) to the OSE prior to committing to expenditures from these funds. The project description shall include a schedule of the work to be completed in Gantt chart or Critical Path Method (CPM) format.

C. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must comply with all applicable requirements of NMAC Title 19 Chapter 25 Part 12 – Rules and Regulations Governing Dam Design, Construction, and Dam Safety.

D. The Grantee must submit copies to the OSE of all executed contracts entered into by the Grantee prior to this agreement that are related to the project as determined by the OSE for review and approval.

E. If these grant funds are to be used for engineering and/or other professional services in excess of $60,000 the Grantee shall issue and conduct a Request for Proposals (RFP) for engineering services and/or other professional services in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If the engineering fees will exceed $60,000, excluding gross receipt taxes, the Grantee is required to solicit Qualification-based proposals using the RFP template provided by the OSE or one provided by the Grantee but reviewed and accepted by the OSE. The Grantee must submit documentation regarding the hiring process to be used and the RFP, if applicable, to the OSE for review and approval **prior to** selecting engineering and/or other professional services.

F. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to the OSE for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is to be provided by the OSE or provided by the Grantee but reviewed and accepted by the OSE.

G. A Preliminary Engineering Report (PER) or study by a registered New Mexico Professional Engineer may be required by the OSE. If the OSE requires a PER or study, the Grantee and its consultant shall meet with the OSE as described in Article 1. A. of this Attachment before starting any work for a meeting to fully discuss the scope and extent of the PER. The consultant shall present its preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to the OSE for review and approval **before** preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. If directed by the OSE, the Grantee shall follow the approach used by the USDA's Rural Utilities Service (RUS) Bulletin 1780-2 in preparation of the PER or study. Grantee shall not start the preparation of plans and specifications until Grantee receives OSE approval of the PER, study, or waiver of the report requirement.

H. A Value Engineering (VE) study coordinated and executed by a registered New Mexico Professional Engineer may be required by the OSE for projects completed under this agreement. Projects with preliminary or scoping phase construction cost estimates of $3.0 Million or greater may be subject to this VE study requirement.

I. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda (prepared by a registered New Mexico Professional Engineer) for this project to the OSE for review and approval **before** the project is advertised for construction bids.

J. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to the OSE for review **prior to** advertising for construction bids. The Grantee must certify in writing that this has been done **prior to** award of the construction contract. Proof of property ownership or easements for the land upon or through which the facility is being constructed with appropriate stamps or markings indicating they are filed with the County Assessor, may be required **prior to** the award of a construction contract. When real property or easements will be acquired by the Grantee, either through purchase or donation, as a part of this project and within the project period, the Grantee shall submit to the OSE documentation of the acquisition, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by the OSE **prior to** the acquisition of any real property. After real property acquisition, the Grantee shall make available to the OSE all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement as described above.

K. The Grantee shall submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to the OSE for review and approval **prior to** awarding the contract. Grantee shall not award the contract until the OSE has concurred with the award in writing. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), shall be used for awarding construction contracts. Contracts shall be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.

L. Following OSE approval of the proposed award, the Grantee shall submit to the OSE for review the notice of the award and the minutes of the meeting in which the award was made,

the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor shall be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.

M. The selected contractor shall be required to submit a critical path method (CPM) construction schedule to the Grantee at the pre-construction conference with a copy to the OSE.

N. The Grantee shall submit all modifications to plans and contract by change orders to the OSE promptly for review and approval **prior to** implementation of such modification or change. The decision by the OSE will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by the OSE and followed by written confirmation to the Grantee.

O. The Grantee shall provide a Resident Project Representative (RPR) to observe construction of the project. The RPR may be a contractor that is secured through the process described in Article 1.E. of this Attachment. If a contractor is used, an agreement must be executed in accordance with the process described in Article 1.F. of this Attachment. The decision on the need for a full-time or part-time RPR is at the sole discretion of the OSE based on oversight requirements and may be modified during the project. The Grantee will be required to submit the RPR's résumé to the OSE for review and approval prior to commencement of construction.

P. Notwithstanding the inspections performed by the Grantee and its engineer, the OSE will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans but will be in the nature of general OSE review as described in Article 2 below.

ARTICLE 2 OSE OVERSIGHT

OSE site visits, reviews, and approvals are only for purposes of compliance with applicable grant requirements, procedures, and regulations. Any OSE approval shall not be interpreted or construed as any warranty or guarantee. Approval of plans and design of the project means only that plans are complete and in compliance with applicable grant requirements, procedures, and regulations. The OSE will bring to the Grantee's attention any obvious defects in the project's design, materials, or workmanship, but all such defects and their correction shall be the responsibility of the Grantee and its contractors and consultants. Any questions raised by the OSE during its site visits and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants shall remain responsible for the completion and success of the project. Any OSE approval shall not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the OSE.

B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, reimbursement to the grantee will be made after approval by the OSE of the PER, study, or

plans and specifications. Reimbursements shall not constitute approval of any of these documents.

C. If the grant funds are to be used for purchase of equipment, final reimbursement will be made after approval by the OSE of receipt of equipment title and appraisal reports for used equipment.

D. If the grant funds are to be used for construction (Exhibit E), final reimbursement will be made after the final site visit has been conducted by the OSE and the following items, unless waived by the OSE, have been provided to the OSE in writing, and have been reviewed and approved by the OSE:

i. Operation and maintenance manuals for equipment or a letter from the owner certifying receipt and acceptance of the manuals for the installed equipment;

ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;

iii. A certificate of substantial completion issued by the project's engineer of record, including punch list items;

iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds have been "called", an acceptance close-out settlement to the Grantee and contractor shall be submitted to the OSE for final review and approval;

v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;

vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;

vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; together with an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

viii. A written consent of the surety, if any, to final payment; and

ix. Grantee's ledger sheets, including all payments made by the Grantee, may be requested with the final reimbursement request and before the final reimbursement request can be processed by the OSE.

ENGINEERS CONSTRUCTION STATUS REPORT*

EXHIBIT E

Prepared for the Office of the State Engineer Dam Safety Bureau

** To be Submitted with Payment Application*

Project Name:	Project Number (DFA):
Interim Project Report ☐ Final ☐ Other ☐ _____ Report Period: From ____ / ____ / ____ To ____ / ____ / ____	
Field Orders Issued or Contemplated This Period: No.____ No.____ No.____	
Change Orders Issued or Contemplated This Period: No.____ Net Change in Contract Price $ _____ Justification: Original Contract Price: $_____ Current Contract Price: $ _____	
CONTRACT TIME: Original Completion Date or Days _____ Current Completion Date or Days _____ Days Remaining for Completion _____ Percent Project is Complete _____% On Schedule? Yes ☐ No ☐	
Briefly Describe Project Progress During This Period:	
Issues Addressed During This Period (Indicate Any Issues That Remain Unresolved):	
Engineer's Attestation:	Owner Concurrence:

ATTACHMENT B
TO THE OFFICE OF THE STATE ENGINEER
HHPD GRANT AGREEMENT

DEPARTMENT OF HOMELAND SECURITY
STANDARD TERMS AND CONDITIONS

FY 2024 DHS STANDARD TERMS AND CONDITIONS

[Recipient is the Office of the State Engineer and subrecipient is the grantee (the entity) to whom the federal grant is sub-awarded by the Office of the State Engineer.]

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.

A. Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. 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.

B. 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.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.

II. 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.

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

IV. 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.

V. 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. 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.

C. Standard Terms & Conditions

I. 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.

II. 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.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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.)

VIII. 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.

IX. 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.

X. 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).

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.)

XVI. 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.)

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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).

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. 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.

XXVII. 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.

XXVIII. 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.

XXIX. 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.

XXX. 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.

XXXI. 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.

XXXII. 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:

(1) 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;

(2) 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

(3) 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. 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.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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.

XXXIX. Whistleblower Protection Act

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

XL. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: https://www.fema.gov/grants/guidance-tools/environmental-historic. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

XLI. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

XLII. Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866)927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

XLIII. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

XLIV. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold(currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent(10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XLV. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

XLVI. Pass-Through to Subrecipients

Awards made to the State Authorized Agency (SAA) for HHPD carry additional pass-through requirements. Pass-through is defined as an obligation on the part of the SAA to make funds available to eligible subrecipients. All pass-through entities must comply with Section 2 C.F.R. 200.332 Requirements for pass-through entities.

XLVII. Mitigation Plan Extraordinary Circumstances:

A Hold Payment will apply for the award that has a hazard mitigation plan that does not include all dam risks. This is a corrective action to the original term of the award, which allowed up to 12 months after the date FEMA approved the subrecipients workplan to meet the local mitigation plan requirement as described in the Notice of Funding Opportunity (NOFO). If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend, or terminate the award, initiate suspension, and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

XLVIII. Revision of Budget and Scope of Work Package (formerly called “amendment/workplan”)

Within 90 days of the notice of award, the State Authorized Agency must submit a revision or Scope of Work package to FEMA for approval that describes the budget and project scope for all work proposed, including identification of all subrecipients, in accordance with 2 C.F.R. § 200.308. The grant award is based on the recipient’s Program Work Plan (Scope of Work

package) and applicant eligibility for an allocation under this program and does not convey approval of project scope of work for subrecipients. Budget amounts over each recipient's allocation cannot be funded, and budget amounts short of the allocation may require FEMA recovering the difference between the allocation and budget amount.

XLIX. Eligible High Hazard Potential Dam Documentation

The State Authorized Agency(SAA) must submit a list of all eligible high hazard potential dams in their state with the application. The SAA must submit official assurance statement (signed by the State Dam Safety Officer or Governor's Authorized Representative) that all dams included on the list of eligible high hazard potential dams are regulated by the state dam safety program and meet the HHPD criteria for eligible high hazard potential dams (Source:33 USC-467(4)(A)).

L. Performance Goal

The objective of the HHPD grant is to provide financial assistance for repair, removal, or rehabilitation of eligible high hazard potential dams. Based on the review of your application, FEMA will verify the claimed costs are consistent with the stated program objective. By accepting this award, you certify that the total Federal award amount comports to the total of all allowable costs incurred by the recipient during this fiscal year, in keeping with the program’s objective. FEMA will further assess the recipient’s performance against the program objectives during the quarterly reporting cycles and the award closeout process outlined in the Performance Measures section of the HHPD grant Notice of Funding Opportunity.

LI. Infrastructure Investment and Jobs Act Funded Projects

Recipients of awards using Infrastructure Investment and Jobs Act funding are required to report during quarterly reporting cycles the project award details and description, subaward project level location data, and the project status and progress toward achieving dam risk reduction project outcomes.

FIR No. 10745

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ **Resolution:** X

Short Title(s): McClure Dam Authorized Representatives and Agents No. DSB-FY26-HHPD-01

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Taylor Jurgens **Date:** 02/12/2026 **Phone:** (505) 955-4265

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Mar 20, 2026 09:59:23 MDT) **Date:** 03/20/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Mar 20, 2026 10:19:33 MDT) **Date:** 03/20/2026

Summary:
This Resolution designates authorized representatives and agents for a grant agreement with the State of New Mexico Office of the State Engineer (OSE) regarding Grant Agreement DSB-FY26-HHPD-01 ("Grant Agreement"). The Grant Agreement makes available one million three hundred fifty-four thousand four hundred seventy-nine dollars and zero cents ($1,354,479.00) for a project to plan and design the rehabilitation of McClure Dam in Santa Fe County.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe will not satisfy Article XI.B.(e) of the Grant Agreement, which requires the Governing Body to adopt or pass 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. Therefore, without the adoption of this Resolution, the City would not receive OSE grant funding in the amount of one million three hundred fifty-four thousand four hundred seventy-nine dollars and zero cents ($1,354,479.00).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The Governing Body will approve the Grant Agreement through a separate action.

Performance and Administrative Implications:
Public Utilities and Finance Department staff will administer the grant.

Fiscal Implications:
None.

Fiscal Impact

__X__ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2024	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:	$	$	$				$

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: jmmontoya@santafenm.gov

Signature:

Email: trjurgens@santafenm.gov

Date: March 17th, 2026

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

From: Brian Moya, Interim City Manager

RE: Joint Meetings Between the City of Santa Fe Governing Body and Board of County Commissioners

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EXECUTIVE SUMMARY:

The proposed Resolution establishes a framework for joint meetings between the City of Santa Fe and Santa Fe County from 2026 through 2029 to promote regional collaboration on issues of mutual concern. If adopted, the City of Santa Fe Governing Body and Board of County Commissioners would meet at least twice annually in either June or July and November or December. City and County staff would prepare agenda materials, procure subject matter experts, and coordinate the preparation for and running of the joint meetings. The joint meetings would be a collaborative, co-leadership model that includes Action Working Groups co-chaired by members of both the City's Governing Body and Board of County Commissioners. The topics for the meetings may include, without limitation, services for unhoused and justice-involved constituents, permanent supportive housing development, the discussion regarding whether to create a utility authority pursuant to the Regional Water System Resiliency Act, and wildfire mitigation. Notice of and agendas for joint meetings of the Bodies would be posted by the City and the County in accordance with their respective Open Meetings Act resolutions and practice. The meetings would be held at the County Commission Chambers, or other venues that comply with NMSA 1978, Section 4-38-8, and that support community input, online public participation, and cooperative decision-making. Lastly, the joint resolution would expire on December 31, 2029, unless earlier rescinded by one of the Governing Bodies.

ATTACHMENTS:

Resolution
Fiscal Impact Report

SANTA FE COUNTY

RESOLUTION NO.

INTRODUCED BY:

Commissioner Lisa Cacari Stone

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A JOINT RESOLUTION

RECOGNIZING THE VALUE OF PERIODIC JOINT MEETINGS BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE AND ESTABLISHING A FRAMEWORK FOR CONDUCTING THOSE MEETINGS.

WHEREAS, Santa Fe County ("County") and the City of Santa Fe ("City") have overlapping jurisdiction in certain areas and face a variety of issues of mutual concern and interest; and

WHEREAS, the challenges and opportunities facing local governments generally, and the City and County specifically, are of such complexity and scope that regional solutions and collaboration are sometimes necessary and often lead to better outcomes than can be achieved independently; and

WHEREAS, the County and City have a long history of regional cooperation through joint boards and regional entities to address critical areas, such as water through the Buckman Direct Diversion Board, solid waste through the Santa Fe Solid Waste Management Agency, public safety through the Santa Fe Regional Emergency Communications Center, and transportation through the Metropolitan Planning Organization; and

WHEREAS, effective policymaking benefits from regular collaboration and communication from policymakers, researchers, practitioners, and community members to identify issues, generate solutions, and inform policy decisions; and

WHEREAS, intergovernmental leadership and collaboration would allow the County and City to work together to test approaches and incorporate successful practices into policies and programs; and

WHEREAS, the Governing Body of the City and the Board of County Commissioners (collectively, the "Bodies") believe that action-oriented, collaborative approaches and outcome-driven agendas in joint meetings will further the mutual goals of collaboration and ensuring that regional solutions are frequently explored and pursued when agreed upon; and

WHEREAS, the Bodies desire to establish a framework for joint meetings during calendar years 2026, 2027, 2028, and 2029.

NOW, THEREFORE, BE IT JOINTLY RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS AND THE GOVERNING BODY that:

1. The Bodies shall meet at least twice per year, in June or July and November or December, at the call of the Mayor and Chair of the Board of County Commissioners, or upon the request of a minimum of three (3) County Commissioners and five (5) City Councilors.
2. The agenda for each joint meeting shall be independently approved by the Governing Body of the City and Board of County Commissioners. As appropriate and within budgeted resources, the County Manager and City Manager shall direct staff to prepare packet materials for joint meeting agenda items, ensure packet materials are available at least five (5) business days before a joint meeting, procure subject-matter experts and other resources, and otherwise coordinate the preparation for and running of the joint meetings.

3. The governance of the joint meetings shall reflect a collaborative, co-leadership model focused on solution-oriented action and measurable outcomes, including the establishment and convening of "Action Working Groups" to address community priorities and issues of mutual concern between the City and the County.

    a. Action Working Groups shall be co-chaired by one member from each of the Bodies, each appointed based on their subject-matter expertise related to the issue of mutual concern.

    b. Participation in each Action Working Group shall include, at a minimum, two City Councilors and two County Commissioners to maintain balanced representation between the City and County.

    c. Each Action Working Group shall prioritize inclusive community participation, evidence-informed analysis, and practical implementation strategies designed to advance policy development, program design, and action-oriented outcomes that address shared City-County priorities.

4. Joint meetings of the Governing Body of the City and the Board of County Commissioners shall be held in the Chambers located at 102 Grant Avenue, Santa Fe, NM, or other appropriate locations that support public participation, technological access, and effective intergovernmental collaboration and that comply with NMSA 1978, Section 4-38-8. Meetings of Action Working Groups that include less than three (3) County Commissioners may be held at any location that meets the needs of the particular meeting.

5. The Bodies anticipate collaborating on areas of mutual interest for collaborative discussion, planning or action. Such areas may include, but are not limited to, the following:

    a. services for unhoused and justice-involved constituents;

b. permanent supportive housing development;

c. creation of a utility authority pursuant to the regional Water System Resiliency Act; and

d. wildfire mitigation.

6. Notice of and agendas for joint meetings of the Bodies shall be posted by the City and the County in accordance with their respective Open Meetings Act resolutions and practice.

7. This joint resolution shall expire on December 31, 2029, unless earlier rescinded by one of the Governing Bodies.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Mar 20, 2026 15:45:27 MDT)

MARCOS D. MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Resolutions/Joint County-City resolution for joint meetings and working groups

FIR No. 10750.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Joint Meetings Between the City of Santa Fe Governing Body and Board of County Commissioners

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Brian Moya, Interim City Manager **Date:** 3/20/202

Phone: (505) 955-3111

Reviewed by City Attorney: Marcos Martinez **Date:** 03/20/2026
Marcos Martinez (Mar 20, 2026 15:45:27 MDT)

Reviewed by Finance Director: **Date:** 03/20/2026
ANDREA PHILLIPS (Mar 20, 2026 15:56:21 MDT)

Summary:
The proposed Resolution establishes a framework for joint meetings between the City of Santa Fe and Santa Fe County from 2026 through 2029 to promote regional collaboration on issues of mutual concern. If adopted, the City of Santa Fe Governing Body and Board of County Commissioners would meet at least twice annually in either June or July and November or December. City and County staff would prepare agenda materials, procure subject matter experts, and coordinate the preparation for and running of the joint meetings. The joint meetings would be a collaborative, co-leadership model that includes Action Working Groups co-chaired by members of both the City's Governing Body and Board of County Commissioners. The topics for the meetings may include, without limitation, services for unhoused and justice-involved constituents, permanent supportive housing development, discussion regarding creating a utility authority pursuant to the Regional Water System Resiliency Act, and wildfire mitigation. Notice of and agendas for joint meetings of the Bodies would be posted by the City and the County in accordance with their respective Open Meetings Act resolutions and practice. The meetings would be held at the County Commission Chambers, or other venues that comply with NMSA 1978, Section 4-38-8, and that support community input, online public participation, and cooperative decision-making. Lastly, the joint resolution would expire on December 31, 2029, unless earlier rescinded by one of the Governing Bodies.

Departments Affected:
Various Departments may be asked to help prepare materials for the joint meetings, depending on the topics identified as a meeting objective.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City of Santa Fe and County of Santa Fe would not hold joint meetings as described in the Resolution.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The City Manager and County Manager shall direct staff to prepare packet materials for joint meeting agenda items, ensure packet materials are available at least five (5) business days before a joint meeting, procure subject matter experts and other resources, and coordinate the preparation for and running of the joint meetings.

Fiscal Implications:
None identified at this time.

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: bjmoya@santafenm.gov

Date: March 6, 2026
To: Governing Body and Quality of Life Committee

From: Geralyn F. Cardenas, Interim City Clerk

RE: SITE Santa Fe 2026 Annual Benefit Alcohol Approval

EXECUTIVE SUMMARY:

The proposed Resolution would grant permission to SITE Santa Fe to serve wine and beer at its annual Gala Dinner Event at the Ramada in the Railyard Park on July 1, 2026.

BACKGROUND:

SFCC 1987, Section 23-6.2, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses these required elements:

- the event is SITE Santa Fe's Annual Gala Dinner Event;
- the location is the Ramada at the Railyard Park;
- the date is July 1, 2026;
- the time is 5:00 p.m. to 11:00 p.m.;
- the alcohol served will be beer and wine;
- 500 attendees are expected;
- A Private Celebration Permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in an amount not less than be $2,000,000, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

APPROVING THE CONSUMPTION OF BEER AND WINE DURING SITE SANTA FE'S ANNUAL GALA DINNER EVENT ON JULY 1st, 2026, AT THE RAMADA IN THE RAILYARD PARK, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City property; and

WHEREAS, for locations not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, SITE Santa Fe seeks to nurture innovation, discovery, and inspiration through the art of today; and

WHEREAS, SITE Santa Fe was founded in 1995 to establish the first international contemporary art biennial in the United States and is committed to supporting new developments in contemporary art, encouraging artistic exploration, and expanding traditional museum experiences; and

WHEREAS, since its launch, SITE Santa Fe has presented 12 international biennials, more than 90 contemporary art exhibitions, and work by hundreds of emerging and established artists from around the world and right here in New Mexico; and

WHEREAS, SITE Santa Fe also presents a wide range of public and educational programs that include conversations with artists and curators, performances, film screenings, concerts, hands-on workshops, and collaborations with dozens of local schools and community organizations; and

WHEREAS, SITE Santa Fe's Annual Gala Dinner Event will raise funds for SITE Santa Fe's exhibitions and education and public programs and will allow it to continue its "Every Day Free Admission Program"; and

WHEREAS, SITE Santa Fe wishes to serve wine and beer to enhance the dinner experience for its planned event on the evening of July 1, 2026; and

WHEREAS, SITE Santa Fe requests permission to provide alcohol service for its annual gala to provide wine and beer and adhering to all regulations required in Section 23-6.3 SFCC 1987 on Friday, July 1, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service for the following event is hereby approved:

Event:	SITE Santa Fe Annual Gala Dinner Event
Dates:	July 1, 2026
Hours:	5:00 p.m. – 11:00 p.m.
Location:	Railyard Park Ramada
Number of expected attendees:	500
Type of alcohol to be served:	Wine and Beer
Required Permits:	Private Celebration Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in

aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. SITE Santa Fe shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Mar 20, 2026 13:53:06 MDT)

MARCOS D. MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Resolutions/SITE Santa Fe Annual Benefit 2026 Alcohol Approval

FIR No. 10748

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): SITE Santa Fe 2026 Annual Benefit Alcohol Approval

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Geralyn F. Cardenas **Date:** 3/6/2026
Phone: (505) 955-6519

Reviewed by City Attorney: Marcos Martinez **Date:** 03/20/2026
Marcos Martinez (Mar 20, 2026 13:53:06 MDT)

Reviewed by Finance Director: ANDREA PHILLIPS (Mar 20, 2026 15:58:53 MDT) **Date:** 03/20/2026

Summary:
The proposed Resolution would grant permission to SITE Santa Fe to serve wine and beer at its annual Gala Dinner Event at the Ramada in the Railyard Park on July 1, 2026.

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then SITE Santa Fe will not be permitted to serve beer and wine during its annual Gala Dinner Event Scheduled for July 1, 2026.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
SITE Santa Fe is required to obtain private celebration permits from the Clerk's Office for the event.

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: gfcardenas@santafenm.gov

CITY OF SANTA FE CITY

ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into as of the date of the last signature by and between the City of Santa Fe, hereinafter referred to as the "City," and Marcos D. Martínez, hereinafter referred to as the "Contract Employee."

1. SCOPE OF WORK.

A. The City desires to employ the Contract Employee as City Attorney. The Contract Employee shall perform professional services, as more specifically provided for in the Santa Fe City Code Section 2-5 and other applicable laws concerning the duties and responsibilities of the City Attorney.

B. The City Attorney shall perform to the satisfaction of the Governing Body all such other legally permissible and proper duties and functions as the Governing Body may direct, assign or request of the City Attorney.

2. COMPENSATION.

Compensation to the Contract Employee shall be as follows:

A. A salary of $84.1347/hour, effective March 28, 2026.

B. Subject to a satisfactory job performance determined with reference to performance factors agreed upon by the Mayor, the Contract Employee shall receive cost of living increases (COLA) commensurate with the remainder of the City’s workforce.

3. TERM.

This Agreement shall terminate with the Mayor's term on December 31, 2029.

4. SEPARATION

A. Upon expiration of this agreement or if the Governing Body decides to terminate the Contract Employee pursuant to the Municipal Charter, or if the Contract Employee resigns at the request of the Mayor, the Contract Employee shall be permitted to exercise the option of (1) reverting back to his prior position and commensurate salary as Senior Assistant City Attorney of no less than $68.03/hour; or (2) accepting a different position and salary as offered by the City Attorney, provided that, at such time as the Contract Employee's salary is equals or exceeds that rate, the rights set out in this paragraph 4.A. shall terminate.

B. If the Contract Employee terminates employment voluntarily, the Contract Employee shall consult with the Mayor and the City Council to develop a reasonable departure schedule and the Contract Employee shall not be entitled to the right set out in paragraph 4.A. above. If the Contract Employee is involuntarily terminated because of an indictment or conviction of an illegal act involving moral turpitude, malfeasance, corruption or dishonesty, the City shall be relieved of any obligations imposed under paragraphs 4.A.

5. BENEFITS.

A. As City Attorney, the Contract Employee shall be entitled to participate in any and all benefits provided to exempt employees and their dependents.

B. As City Attorney, the Contract Employee shall accumulate accrued annual leave, sick leave, and all other benefits at the same rate as other City exempt employees based on years of service. Such leave and benefits may be used for any purpose provided in the City of Santa Fe Personnel Rules and Regulations. Pay out of any accrued leave upon termination or retirement shall be the same as that provided for in the City of Santa Fe Personnel Rules and Regulations for exempt employees as are in effect at time of execution of this document.

6. MISCELLANEOUS.

A. It is in the best interest of the Contract Employee and the City to continue the Contract Employee's professional growth and development. The City, therefore, agrees to pay the Contract Employee's professional dues, including licensure renewal fees for his law license and bar admission and subscriptions to national, regional, state and local associations, including, without limitation, his membership in the International Municipal Lawyers Association, and for attendance at seminars, workshops and conferences related to his duties hereunder.

B. The City agrees to make reasonable arrangements regarding the provision of phone, computer, and other tools necessary for the Contract Employee to execute the duties required of the City Attorney.

7. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contract Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contract Employee and shall be final.

8. ENTIRETY OF AGREEMENT.

This Agreement incorporates all the agreements, covenants, and understandings, oral or written, between the parties in respect to the subject matter covered herein.

9. AMENDMENT.

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

10. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR:

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 03/25/26

CONTRACT EMPLOYEE:

Marcos Martínez (Mar 20, 2026 13:54:18 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED AS TO FORM:

Christopher W. R yan (Mar 20, 2026 14:02:40 MDT)

CHRISTOPHER RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Andrea Phillips (Mar 20, 2026 16:03:56 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Signature: 

Email: xivigil@santafenm.gov

26-0119 Marcos D. Martinez

Final Audit Report 2026-03-31

Created:	2026-03-27
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE6HdZ7jfqsneoTD2JSoGJs5oNN8AhdM4

"26-0119 Marcos D. Martinez" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2026-03-27 - 3:47:30 PM GMT- IP address: 63.232.20.2

Document emailed to XAVIER VIGIL (xivigil@santafenm.gov) for signature
2026-03-27 - 3:49:46 PM GMT

Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2026-03-27 - 3:50:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to mjgarcia@santafenm.gov for signature
2026-03-27 - 3:50:05 PM GMT

Email viewed by mjgarcia@santafenm.gov
2026-03-30 - 11:00:42 PM GMT- IP address: 104.47.65.254

Signer mjgarcia@santafenm.gov entered name at signing as Michael Garcia
2026-03-30 - 11:01:25 PM GMT- IP address: 63.232.20.2

Document e-signed by Michael Garcia (mjgarcia@santafenm.gov)
Signature Date: 2026-03-30 - 11:01:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2026-03-30 - 11:01:29 PM GMT

Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2026-03-31 - 2:43:06 PM GMT- IP address: 104.47.65.254

Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2026-03-31 - 2:43:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-03-31 - 2:43:21 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE CITY CLERK

EMPLOYMENT AGREEMENT

THIS AGREEMENT made and entered into as of the date of the last signature by and between the City of Santa Fe, hereinafter referred to as the "City," and Geralyn F. Cardenas, hereinafter referred to as the "Contract Employee."

1. SCOPE OF WORK.

A. The City desires to employ the Contract Employee as City Clerk. The Contract Employee shall perform professional services, as more specifically provided for in the Santa Fe City Code Section 2-6 and other applicable laws concerning the duties and responsibilities of the City Clerk.

B. The City Clerk shall perform to the satisfaction of the Governing Body all such other permissible and proper duties and functions as the Governing Body may direct, assign or request of the City Clerk.

2. COMPENSATION.

Compensation to the Contract Employee shall be as follows:

A. A salary of $67.3077/hour, effective March 28, 2026.

B. Subject to a satisfactory job performance determined with reference to performance factors agreed upon by the Mayor, the Contract Employee shall receive cost of living increases (COLA) commensurate with the remainder of the City’s workforce.

3. TERM.

This Agreement shall terminate with the Mayor's term on December 31, 2029.

4. SEPARATION

A. Upon expiration of this agreement or if the Governing Body decides to terminate the Contract Employee pursuant to the Municipal Charter, or if the Contract Employee resigns at the request of the Mayor, the Contract Employee shall be permitted to exercise the option of (1) reverting back to her prior position and commensurate salary as Deputy City Clerk of no less than $48.9528/hour; or (2) accepting a different position and salary as offered by the City Manager, provided that, at such time as the Contract Employee's salary is equal or exceeds that rate, the rights set out in this paragraph 4.A. shall terminate.

B. If the Contract Employee terminates employment voluntarily, the Contract Employee shall consult with the Mayor and the City Council to develop a reasonable departure schedule and the Contract Employee shall not be entitled to the right set out in paragraph 4.A. above. If the Contract Employee is involuntarily terminated because of an indictment or conviction of an illegal act involving moral turpitude, malfeasance, corruption or dishonesty, the City shall be relieved of any obligations imposed under paragraphs 4.A.

5. BENEFITS.

A. As City Clerk, the Contract Employee shall be entitled to participate in any and all benefits provided to exempt employees and their dependents.

B. As City Clerk, the Contract Employee shall accumulate accrued annual leave, sick leave, and all other benefits at the same rate as other City exempt employees based on years of service. Such leave and benefits may be used for any purpose provided in the City of Santa Fe Personnel Rules and Regulations. Pay out of any accrued leave upon termination or retirement shall be the same as that provided for in the City of Santa Fe Personnel Rules and Regulations for exempt employees as are in effect at time of execution of this document.

C. The City agrees to make reasonable arrangements regarding the provision of phone, computer, and other tools necessary for the Contract Employee to execute the duties required of the City Clerk.

6. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contract Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contract Employee and shall be final.

7. ENTIRETY OF AGREEMENT.

This Agreement incorporates all the agreements, covenants, and understandings, oral or written, between the parties in respect to the subject matter covered herein.

8. AMENDMENT.

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

9. APPLICABLE LAW.

This Agreement shall be governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

Michael Garcia

MICHAEL GARCIA, MAYOR

ATTEST:

XAVIER VIGIL, ASSISTANT CITY CLERK

GB MTG 03/26/2026

CONTRACT EMPLOYEE:

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Christopher W. Ryan
Christopher W. Ryan (Mar 24, 2026 16:04:51 MDT)

CHRISTOPHER RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Mar 26, 2026 16:36:08 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

TOURISM
SANTA FE

Date: March 17, 2026

To: Governing Body

From: Randy Randall, Executive Director, Tourism Santa Fe

Randy Randall (Mar 27, 2026 10:47:39 EDT)

Re: Approval of International Travel

ITEM & ISSUE:
Request the Approval of City Sponsored International Travel to United Kingdom for David Carr, TOURISM Santa Fe Director of Sales, June 20-27, 2026, for the Cooperative Sales Mission with New Mexico Tourism Department Focused on Group Tour and Travel Business for Santa Fe, the Anticipated Cost is $6,353.71. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209).

Committee Review:
Governing Body: 4/7/2026

BACKGROUND:
City sponsored International Travel requires approval from the Governing Body. We are requesting approval for international travel to the United Kingdom for Director of Sales, David Carr, as explained in the attached memo. This travel has been approved by Interim City Manager Moya. Santa Fe has been invited by the New Mexico Tourism Department (NMTD) to travel with them and a representative from Albuquerque and Las Cruces to the United Kingdom on a strategic sales mission, focused on increased group tour and travel business. Over the past few years, state research has indicated increased traffic to New Mexico from the United Kingdom. With the current national posture which seems to be generating a less favorable relationship with this longtime ally, the timing of this mission is fortuitous.

Santa Fe will be represented by Director of Sales, David Carr, who is our most experienced team member working with group travel. While all details of the trip have not been finalized by NMTD, the 7-day trip is estimated to cost Tourism Santa Fe $6,353.71 for flights, lodging and meals. Sufficient funds are available in the FY26 travel budget to fund this trip.

Below is the anticipated breakdown and the support is attached to this packet:

Meals – $832.00
Airport Parking – $64.00
Hotel – $1,800.37
Mileage – $88.18
Transportation – $537.23
Airfare – $2,654.14
Tips – $77.79
Familiarization (reimbursed separately through FAM form Process – $300.00

ACTION REQUESTED:
Approve international Travel for David Carr from June 20 – 27, 2026.

City of Santa Fe
200 Lincoln Ave, Santa Fe, NM 87501 | santafenm.gov

DATE: March 13, 2026

TO: Brian Moya, Interim City Manager BRIAN MOYA

FROM: Randy Randall, ED, Tourism Santa Fe

Re: Request For International Travel Approval

I am writing to you to request approval of international travel for our Travel Trade Program Coordinator, David Carr, for the dates of June 20-27. The purpose of this requested international travel is for participation in a travel trade mission hosted by New Mexico Tourism Department's (NMTD) in-market travel trade representation in the United Kingdom market.

NMTD began working with in-market representation in the UK in late 2024. A major feature of our FY26 strategic plan with our in-market representation was the execution of a travel trade mission focused exclusively on New Mexico. By planning and implementing its own travel trade mission, NMTD is providing local destinations and tourism businesses with the exclusive opportunity to build their own connections with the UK travel trade. Our in-market representation anticipates that NMTD and participating partners will meet with 18-20 tour operators between London and Dublin, in addition to providing New Mexico travel product training to the sales staff of 2-3 tour operators.

In October 2025, NMTD attended a travel trade convention in the United Kingdom hosted by Brand USA, which has proven effective for NMTD with its efforts to develop key relationships with product managers and tour operators looking to create new bookable products that may include New Mexico suppliers.

The New Mexico Tourism Department began to rebuild its Travel Trade Program in Spring 2024 to create new opportunities for tourism promotion while testing how the New Mexico True brand resonates with international audiences. The Tourism Department's re-entry into the travel trade space has generated overwhelmingly positive responses from international tour operators, national partners like Brand USA, in-state destination partners, and our statewide peers like Arizona and Texas. Returning to these travel trade events further demonstrates our commitment to building this new program all in service to growing New Mexico's economy through tourism.

The New Mexico Tourism Department has invited Santa Fe, Albuquerque and Las Cruces Tourism Departments as well as Heritage Inspirations. Albuquerque and Las Cruces have confirmed participation alone with Heritage inspirations and a local tour group.

Please advise if this still requires approval by the Governing Body and, if so, how best to proceed.

CITY OF SANTA FE
FINANCE

TRAVEL EXPENSE FORM

PRE-TRIP ESTIMATE

Name	Employee #	Title	Department	Departing Date/Time	6/20/26 10:00 AM	Return Day or Same Day Travel Per Diem Less than 2 Hours - $0.00 2 Hours but less the 6 - $25.00 6 Hours but less than 12 - $50.00 12 Hours butless than 24 - $70.00
David Carr	107343	Director of Sales	Tourism SF - 65	Returning Date/Time	6/28/26 12:00 AM	

Purpose of Travel		Days	Hours	Return Day or Same Day Travel Per Diem	(-) Minus Travel Advance Amount	If City Vehicle or N/A is selected below mileage amount must be N/A
	UK Sales Mission with the NMTD	7	14.000	$70.00		

Departing Address	Destination Address	Total Mileage	Mileage Reimbursement Amount	Munis Claim No.		
203 Sombrio Dr, Santa Fe, NM 87501	Albuquerque Sunport	133.6	$88.18			Personal Vehicle

Days Traveled				
7	Actuals - Per Diem NOT Allowed $0.00	**FOR FURTHER INFORMATION REFER TO THE TRAVEL POLICY: https://intranet.santafenm.gov/travel**	$ -	Total Per Diem

ACTUALS OR OTHER EXPENSES

Date: mm/dd/yyyy	Description	Meal Total (No Tip Allow) $70/MAX	LODGING (MAX $350/Day)	Transportation (Submit Receipts)	Other (Submit Receipts)	All TIPs (20% or Less)	P-Card Pre-Payment (Enter X)	Amount
06/20/2026	Int'l Daily Meal Allotment- $104 x 8 days	$832.00						$832.00
	Airport parking - $8 x 8 days				$64.00			$64.00
06/24/2026	Park Plaza Westminster $332.91 x 3		$998.73					$998.73
06/25/2026	Hoxton - Dublin hotel - £232		$308.94					$308.94
06/26/2026	Moxy - Manchester hotel - £120		$159.79					$159.79
06/27/2026	TBD hotel estimate - £250		$332.91					$332.91
	Rides: LHR-Park Plaza+return £80x2			$213.06		$31.96		$245.02
	Rides: DUB-Hoxton+return €40x2			$92.47		$13.87		$106.34
	Rides: MAN-Moxy + Moxy-MAN: £50x2			$133.16		$19.97		$153.13
	Ride: train station to hotel			$79.90		$11.99		$91.89
	ABQ-LHR roundtrip flight				$2,505.00			$2,505.00
06/24/2026	LCY-DUB flight: £89				$118.51			$118.51
06/26/2026	MAN-DUB flight: £23				$30.63			$30.63
06/27/2026	Train ride Manchester to London £14			$18.64				$18.64
								$0.00
	Estimated Familiarization expenses				$300.00			$300.00
	(to be reimbursed separately from travel							$0.00
	claim, on FAM form)							$0.00
								$0.00
								$0.00
								$0.00
Expense Totals		$832.00	$1,800.37	$537.23	$3,018.14	$77.79		$6,265.53

GRAND TOTAL TRAVEL REIMBURSEMENT (Partial Day Rate, Per Diem Rate, Mileage, Expenses, Travel Advance, Note: P-Card Pre-Payments will not calculate in the total)	Per Diem Rate	Mileage	Expenses	Travel Advance	GRAND TOTAL
	$0.00	$88.18	$6,265.53	$0.00	$6,353.71

Budget Authorized By:_____

Date:_____

Travel Authorized By:_____

Date:_____

I_____
do solemnly swear that the above account statements are just and true in all respects.

GBP to USD

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1 Pound sterling equals

1.33 United States Dollar

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1	Pound sterling
1.33	United States Dollar



More about GBP/USD >

Feedback

People also ask

Will GBP get stronger against USD?

How much is $100 US in UK pounds?

Why is the USD weakening?

Why is the GBP so strong compared to USD?

Feedback

Wise
https://wise.com › currency-converter › gbp-to-usd-rate

GBP to USD - Convert British pounds sterling to US dollars

ireland uses what currency

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1 Euro equals

1.16 United States Dollar

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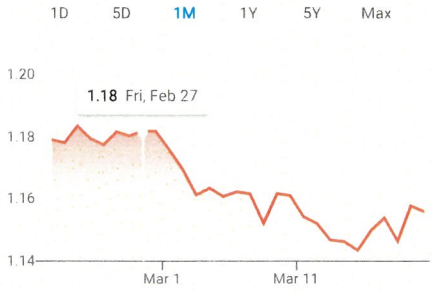
1	Euro
1.16	United States Dollar



More about EUR/USD ›

Feedback

People also ask

- Does Ireland use euro or pound?
- How much is $1 US in Ireland?
- What is the best currency to take to Ireland?
- How much is € 1 to $1?

Feedback

Ireland.com
https://www.ireland.com › en-us › practical-information

Money in Ireland

The euro is used in the Republic of Ireland. One euro consists of 100 cent. Notes are €5, €10, €20, €50, €100, €200 and €500. Read more

Wise
https://wise.com › travel-money › irish-currency

Currency in Ireland: A Complete Guide

The currency in Ireland is **the euro**. Each euro is divided into 100 cents. When you're buying currency for Ireland, look out for the currency code EUR. Read more

CurrencyTransfer
https://www.currencytransfer.com › expert-analysis › w...

What is the currency of Ireland?

Apr 28, 2025 — **The euro (EUR) is the official currency of the Republic of Ireland**. The euro is split into 100 cents, and both banknotes and coins are in common use. Read more

Wikipedia
https://en.wikipedia.org › wiki › Republic_of_Ireland

Republic of Ireland

For other **uses**, see **Ireland** (disambiguation). **Ireland** (Irish: Éire [ˈeːɾʲə] ... **Currency**, Euro (€) (EUR). Time zone, UTC (GMT). • Summer (DST). UTC+1 ... Read more

garage (covered)

Under 10 minutes – **Free**
10 minutes to 30 minutes – **$3**
30 minutes to 1 hour – **$5**
1 hour to 3 hours – **$6**
3 hours to 6 hours – **$7**
6 Hours to 24 Hours – **$14**
Max Daily Rate – **$14**

premium economy (covered)

Under 10 minutes – **Free**
10 minutes to 30 minutes – **$3**
30 minutes to 24 Hours – **$10**
Max Daily Rate – **$10**

basic economy

Under 10 minutes – **Free**
10 minutes to 30 minutes – **$3**
30 minutes to 24 Hours – **$8**
Max Daily Rate – **$8**

ADA parking

First 24 Hours – **Free**
After 24 Hours (Daily Rate – Garage Only) – **$11/day**

parking information

NOTICE: On-site parking is limited. Please plan extra time to find parking. Parking Info

Hotel and flight info compiled by David Carr

UK Sales Mission June 20-27, 2026

Lodging:

Saturday, June 20 Fly to London

Sunday, June 21-Wednesday 24, 2026

- Park Plaza Westminster Bridge from £250pp (3 nights)

Wednesday, June 24- Thursday 25, 2026

- The Hoxton Dublin from £232pp (1 night)

Thursday, June 25 – Friday 26, 2026

- Moxy Manchester from £120pp (1 night)

Friday, June 26 – Saturday 27, 2026

- TBD

Saturday Fly Home

Flights

ABQ to London: $2,279 round trip

London City Airport to Dublin (BA Cityflyer Dep 0910 Arr 1035) £89pp

Fly to Manchester from Dublin (Ryanair Dep 1020 Arr 1120) £23pp

Google Maps 203 Sombrio Dr, Santa Fe, NM 87501 to Albuquerque International Sunport

Drive 66.8 miles, 1 hr 3 min

203 Sombrio Dr
Santa Fe, NM 87501

Take Camino de Las Crucitas and Camino de los Montoyas to NM-599 S

3 min (1.2 mi)

1. Head north on Sombrio Dr toward Alamo Dr

479 ft

2. Turn right onto Alamo Dr

220 ft

3. At the traffic circle, take the 3rd exit onto Camino de Las Crucitas

0.3 mi

4. Continue onto El Camino De Las Cruces

240 ft

5. Turn right onto Buckman Rd

0.1 mi

6. Slight right onto Camino de los Montoyas

0.5 mi

Take I-25 S to Sunport Blvd in Albuquerque. Take exit 221 from I-25 S

56 min (64.8 mi)

7. Turn left onto NM-599 S

11.1 mi

8. Take the exit onto I-25 S toward Albuquerque

53.4 mi

9. Take exit 221 for Sunport Blvd toward Airport

0.3 mi

10. Turn left onto Sunport Blvd

1 min (0.8 mi)

Albuquerque International Sunport
2200 Sunport Blvd, Albuquerque, NM 87106

how much is a cab from heathrow

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AI Overview

A private minicab or taxi from Heathrow Airport to Park Plaza Westminster Bridge typically costs **between £70 and £107**, depending on the provider and traffic. Black cabs can cost over £90, while pre-booked private transfers or ride-hailing apps like Uber generally cost roughly £50–£80. The journey usually takes around 60–70 minutes. Facebook +5

Estimated Taxi Costs:

- **Private Minicab/Pre-booked:** £70–£95 (approx. Blackberry Cars £85-£94 or Waterloo Cars £50+).

Show more

Rome2Rio
https://www.rome2rio.com › Park-Plaza-Westminster-B...

London Heathrow Airport (LHR) to Park Plaza Westminster ...

The fastest way to get from London Heathrow Airport (LHR) to Park Plaza Westminster Bridge is to taxi which takes 36 min and costs **£70 - £85**. More details. Read more

People also ask

How much is a black cab from Heathrow to Westminster?

What airport is closest to Park Plaza Westminster Bridge, London?

How much is a 30 minute taxi ride in London?

how much is a rideshare from D

AI Mode All News Forums Shopping Images Videos More Tools

Uber
https://www.uber.com › global › price-estimate

Get a Price Estimate in Your City

Use the Uber price estimator to find out how much a ride with Uber is estimated to cost before you request it. Get a cost estimate now with our fare ...
Missing: ~~DUB~~ ~~Hoxton~~ ~~hotel~~

People also ask

How much is an Uber ride from Dublin Airport to City Centre?

Should I use Uber in Dublin?

Is it easy to get an Uber in Dublin?

How can I get an estimate for an Uber ride in advance?

Feedback

AI Overview

A taxi or Uber (which operates as a taxi-hailing service in Dublin) from Dublin Airport (DUB) to The Hoxton, Dublin (city centre), typically costs between **€25 and €40**, with a travel time of about 30–40 minutes depending on traffic. Rideshare options are available 24/7, but using the official taxi rank may be slightly cheaper.

Key Considerations for DUB to City Centre Rideshare:

- **Cost:** €25–€40 (average).
- **Taxi/Uber Availability:** Taxis are readily available at both terminals. Uber in Dublin pairs

how much is a rideshare from MAN to moxy hotel manch

AI Mode | All | News | Images | Forums | Shopping | Videos | More | Tools

Rome2Rio
https://www.rome2rio.com › Moxy-Manchester-City

Moxy Manchester City to Manchester Airport (MAN)

The cheapest way to get from Moxy Manchester City to Manchester Airport (MAN) is to **rideshare which costs £1** and takes 32 min. More details. What is the fastest way to get from Moxy Manchester City to...

People also ask

- Is Uber cheaper than a taxi in Manchester?
- How much does a taxi cost from Manchester Airport to City Centre?
- Will Uber pick up from Manchester Airport?
- What's the cheapest way to get to Manchester Airport?

Feedback

Uber
https://www.uber.com › global › price-estimate

Get a Price Estimate in Your City

Use the Uber price estimator to find out how much a ride with Uber is estimated to cost before you request it. Get a cost estimate now with our fare calculator.
Missing: ~~MAN moxy hotel~~

AI Overview

+3

A rideshare from Manchester Airport (MAN) to the Moxy Hotel (Manchester City/Spinningfields) typically costs **between £25 and £50**, depending on traffic and demand. The journey takes approximately 30–40 minutes. During off-peak times, a ride usually ranges from **£20–£35**, but surge pricing can increase costs significantly during busy periods. Uber +3

- Uber **Average:** £25–£35 (approx. $54 during peak, according to some data).
- **Alternative:** Pre-booked private taxis often offer fixed rates around £25–£35.

Show more

Rome2Rio
https://www.rome2rio.com › Manchester-Airport-MAN

Manchester Airport (MAN) to Moxy Chester

The cheapest way to get from Manchester Airport (MAN) to Moxy Chester costs only **$13**, and the quickest way takes just 35 mins. Find the travel option that best suits you.

taxinorthampton.co.uk
https://www.taxinorthampton.co.uk › north-west-cities

Moxy Hotels Manchester Taxi | Taxi Northampton

how much is a rideshare from th

AI Mode All Forums News Shopping Images Videos More Tools

AI Overview

A rideshare (like Uber) from central London train stations (e.g., Paddington, Victoria) to hotels near Heathrow Airport (LHR) usually costs **between £30 and £60+**, depending on traffic and demand. The journey takes roughly 50-60 minutes. UberX is generally the most affordable, while UberXL is available for larger groups. Uber +1

Key Considerations

- **Pricing:** Uber prices can surge to £60 or more during peak times.

Show more

Uber
https://www.uber.com › ... › London popular routes

How to get from Heathrow Airport (LHR) to London

The average **price** for this trip is £51. Open the **Uber** app and input **London** in the "Where to?" box. The **price** estimate for each **ride** option will appear; scroll ... Read more

People also ask

Which is cheaper, Uber or Bolt in London?

How much is an Uber ride from Heathrow to London?

What is the cheapest way to get out of Heathrow?

how much do you tip for a cab in

AI Mode All Forums News Short videos Shopping Images More Tools

AI Overview

Tipping for a cab in London is not mandatory but is customary for good service. The standard practice is to round up the fare to the nearest £1 or add 10-15% for longer journeys or if the driver helps with luggage. For black cabs, simply rounding up to the nearest pound is common, often by telling the driver to "keep the change". visitlondon.com +2

Key Tipping Guidelines for London Cabs:

- **Black Cabs & Minicabs:** A 10% tip is considered polite for good service.

Show more

visitlondon.com
https://www.visitlondon.com › ... › Money in London

Tipping in London

It **is** polite to tip10 to 15% of the **taxi** fare for black **cabs** and licensed minicabs in **London**. However, most people simply round up the fare to the nearest £1 ... Read more

People also ask

Should you tip cabs in London?

Is 10% tip disrespectful?

How much do you tip a $20 cab?

Choose flights

« New search

Feedback

Your trip summary

Main

Round trip (non-refundable)

$2,279 per person

Total $2,278.43 (all passengers)

Includes taxes and carrier-imposed fees

Price and tax information

Bag and optional fees

Make my trip refundable

DEPART

Albuquerque, NM to London, United Kingdom

Saturday, June 20, 2026

ABQ	LHR			
1:25 PM	**9:00 AM** +1	12h 35m	1 stop	Main

→

ABQ - DFW ▪ AA3374 ▪ E75-Embraer 175 ▪

Operated by Envoy Air as American Eagle

No change fees; cancel any time

Round trip

+$226* per person

Make it refundable

DFW - LHR ▪ AA20 ▪ 77W-Boeing 777

⚠ Overnight flight or connection

Details | Change

RETURN

London, United Kingdom to Albuquerque, NM

Saturday, June 27, 2026

LHR	ABQ			
12:55 PM	**10:22 PM**	16h 27m	1 stop	Main

→

LHR - DFW ▪ AA6950 ▪ 380-Airbus A380 ▪

Operated by British Airways

DFW - ABQ ▪ AA1062 ▪ 738-Boeing 737

⚠ Change terminals

Details | Change

* 2,279
+ 226
$2,505 total
ems

Upgrade to Premium Economy ⓘ

Round trip (non-refundable)

+$1,576 per person

Total $3,854.73 (all passengers)

Upgrade

More room

- Check 2 bags free
- Choose a wider seat with more legroom
- Priority check-in and boarding access (Group 4)
- Changes allowed
- Full refund to travel credit

Upgrade to Business ⓘ

Round trip (non-refundable)

+$4,989 per person

Total $7,267.73 (all passengers)

Upgrade

Room to work or relax

- Check 2 bags free
- Choose a larger, more comfortable seat
- Priority check-in and boarding access
- Changes allowed
- Full refund to travel credit

Feedback

DATE: **March 11, 2026**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **Jimmy Gunn, Interim Airport Director** JG
JG

VIA: **Paulette Ortiz, Grant Administrator**

ITEM AND ISSUE:
Ratification due to Mayor pre-signing this grant agreement. Request For Approval to Accept the New Mexico Department of Transportation Aviation Division Grant # SAF-26-03 in the Amount of $20,000 for Airport Maintenance and Consumable items.

1. Ratification due to mayor pre- signing this grant agreement. Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $20,000 to Increase Repair and Grounds/Rd using New Mexico Department of TransportationAviation Division Funding for Airport Maintenance and Consumable items.

(Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov; Paulette Ortiz Grant Administrator, pkortiz@santafenm.gov)

BACKGROUND AND SUMMARY:
The New Mexico Department of Transportation Aviation Division has awarded Grant # SAF-26-03 in the Amount of $20,000 for Airport Maintenance and Consumable items.

ACTION:
Ratification due to mayor pre- signing this grant agreement. Approval to Accept the New Mexico Department of Transportation Aviation Division Grant # SAF-26-03 in the Amount of $20,000 for Airport Maintenance and Consumable items.

1. Ratification due to mayor pre- signing this grant agreement. Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $20,000 to Increase Repair and Grounds/Rd using New Mexico Department of Transportation Aviation Division Funding for Airport Maintenance and Consumable items.

COMMITTEE REVIEW:

~~Public Works & Utilities: 3/30/2026~~
~~Finance Committee: 3/23/2026~~
Governing Body: 4/7/2026

Grants Manager

ERIKA LUJAN
ERIKA LUJAN (Mar 17, 2026 10:02:09 MDT)
Mar 17, 2026

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 2/26/2026

Project Title: Airport Maintenance & Consumable items

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AIR2654507

Grant ID: S2647

Approved By: ERIKA LUJAN (Mar 5, 2026 16:07:05 MST) Mar 5, 2026

CK (Finance Use Only)

Department: Airport (545) Project Manager: Paulette Ortiz Ext: _____

Project Date Range: UPON SIGNATURE to TBD 2028 ☐ Create Fixed Asset

---

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

Funding Source: NMDOT Grant 26-03 % of Funding: 90

MUNIS ORG: 5456050 MUNIS OBJ: 490550 Awarded Amount: 20000.00

Funding Source: Local % of Funding: 10

MUNIS ORG: 545 MUNIS OBJ: _____ Awarded Amount: 2222.00

Expense String Phase:

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

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

Phase: Maintenance Repairs MUNIS ORG: 5456050 MUNIS OBJ: 520200

Grants Only (list all grants if applicable):

Grantor Name: NMDOT AD SAF 26-03 Awarded Amount: 20000.00

AR Charge Code: 5456050.490550 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): NA

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
Airport	2/26/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Rep & Maint Grounds/ Rd	5456050	520200	AIR2654507	22,222	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	5456050	490550	AIR2654507	(20,000)	
				$ 2,222	$ -

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

NMDOT Grant SAF-26-03 was awarded to Santa Fe Regional Airport for Airport Maintenance and consumable items.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
545	(2,222)
TOTAL:	(2,222)

Paulette Ortiz — 2/26/2026
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Mar 17, 2026
Budget Officer — Date

ANDREA PHILLIPS (Mar 18, 2026 16:20:10 MDT) — Mar 18, 2026
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Docusign Envelope ID: AD423D28-0162-4DEB-8132-84EE81D55FAE

A-1330
Updated:07/2025
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Date: Feb 16, 2026

Project Location: SAF - SANTA FE MUNICIPAL AIRPORT

Sponsor: SANTA FE, CITY OF
Address: PO BOX 909
City: SANTA FE NM Zip Code: 87504

Participation STATE ONLY

Funding Breakdown STATE/CI

Contract No. AVA1760

Project No. SAF-26-03

Vendor No. 0000054360

Expiration Date 3/4/2028

Purchase Order No: 0000433472

Docusign Envelope ID: AD423D28-0162-4DEB-8132-84EE81D55FAE

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.
The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

AIRPORT MAINTENANCE AND CONSUMABLE ITEMS

b. Site of Development.The site of development is identified on the property map, attached as Exhibit A.
c. Funding.Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
$ 20,000	$ 2,222	$	$ 22,222

2. The Sponsor Shall:

a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
e. Be responsible for all design and pre-construction activities.
f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

i. Notify the Department when the plans and specifications are sufficiently complete for review.
j. Make no changes in design or scope of work without documented approval of the Department.
k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

a. Assign a contact person for this project.
b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
b. The expenditure of any State money is subject to approval by the Department.
c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

Docusign Envelope ID: AD423D28-0162-4DEB-8132-84EE81D55FAE

7. Term

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.

b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.

c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.

d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.

d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.

e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.

f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.

g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

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

13. New Mexico Tort Claims Act.
As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

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

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

16. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, 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.

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

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

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

20. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address:	New Mexico Department of Transportation - Aviation Division 3501 Access Rd C. Albuquerque, NM 87106
General Office:	(505) 795-1401
Fax:	(505) 244-1790
E-mail:	Aviation.Division@dot.nm.gov

Name	JIMMY GUNN			
Title	INTERIM AIRPORT DIRECTOR			
Sponsor	SANTA FE, CITY OF			
Address	PO BOX 909			
City	SANTA FE	NM	Zip Code	87504
Office Phone	+1 (505) 699-2403	Fax		
E-Mail	JDGUNN@SANTAFENM.GOV			

21. Amendment.
This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Jessica Cooper 993CF361857141B... Date: 03/04/26

Cabinet Secretary or Designee

Recommended by:

By: Signed by: Jessi Litz-Powden B33A2037D7114CA... Date: 03/04/26

Aviation Division Director
or Designee

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

By: Signed by: John Newell Acting General Counsel C750CEC1625D488... Date: 03/03/26

Assistant General Counsel

SPONSOR

Print Name: Michael J Garcia

By: Signed by: 2861766DC8074A7... Date: 03/03/26

Title: Mayor

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:

_____
MICHAEL GARCIA, MAYOR

DATE:_____

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Mar 13, 2026 10:39:45 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Mar 18, 2026 16:20:10 MDT) Mar 18, 2026
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Docusign Envelope ID: AD423D28-0162-4DEB-8132-84EE81D55FAE

EXHIBIT A

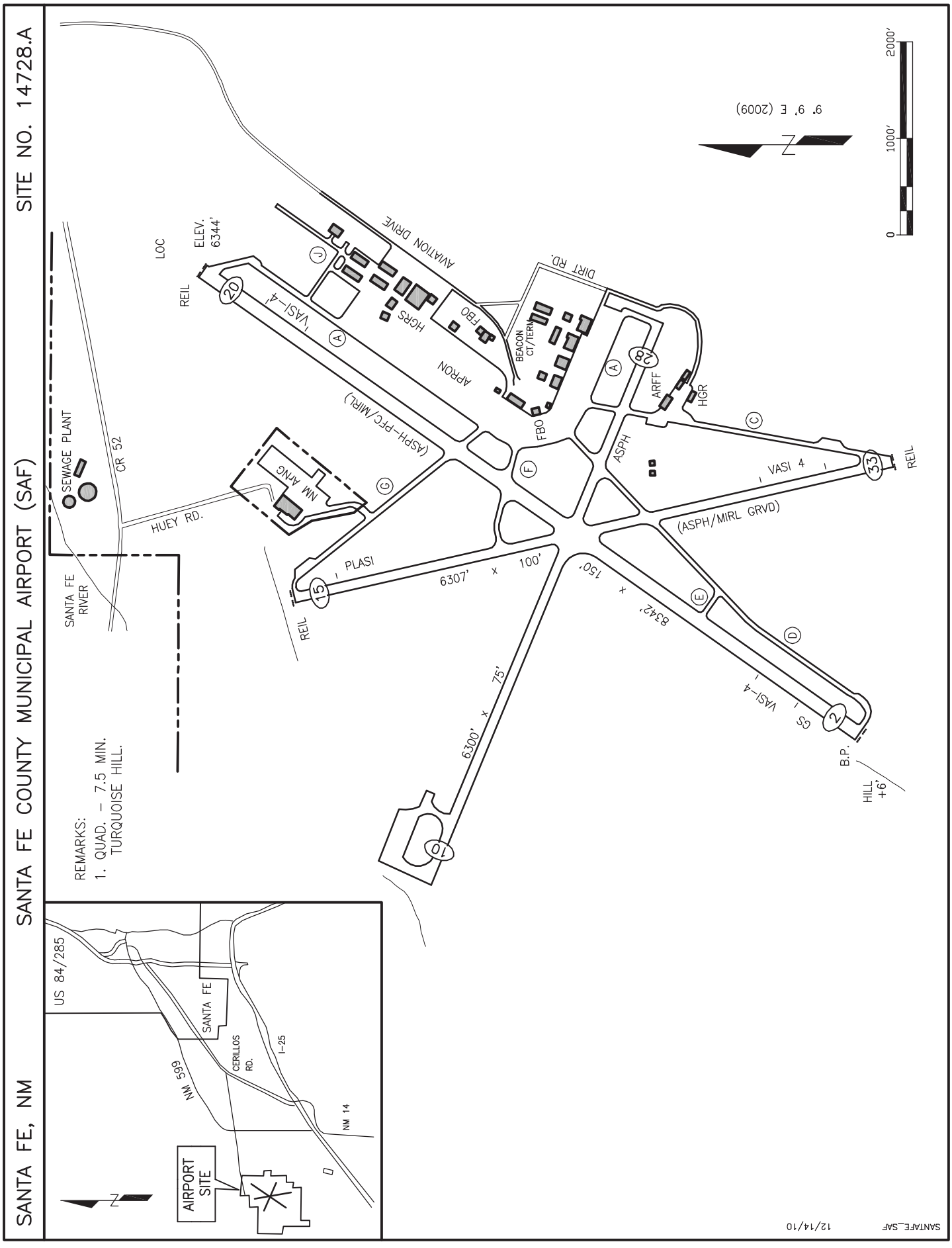

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EXHIBIT B PROJECT COST

Project Location	SAF - SANTA FE MUNICIPAL AIRPORT

Project Description

AIRPORT MAINTENANCE AND CONSUMABLE ITEMS

State	Sponsor	Other	Total
$ 20,000	$ 2,222	$	$ 22,222

Signature: 

Email: jdgunn@santafenm.gov

CITY OF SANTA FE

2026 GOVERNING BODY & COUNCIL COMMITTEE CALENDAR

OPTION 1A

- Governing Body
- Governing Body Study Session
- Finance Committee
- Public Works & Utilities Committee
- Quality of Life Committee

JANUARY

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FEBRUARY

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CITY OF SANTA FE

2026 GOVERNING BODY & COUNCIL COMMITTEE CALENDAR

OPTION 1B

- Governing Body
- Governing Body Study Session
- Finance Committee
- Public Works & Utilities Committee
- Quality of Life Committee

JANUARY

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CITY OF SANTA FE

2026 GOVERNING BODY & COUNCIL COMMITTEE CALENDAR

OPTION 2A

- Governing Body
- Governing Body Study Session
- Finance Committee
- Public Works & Utilities Committee
- Quality of Life Committee

JANUARY

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DECEMBER

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27	28	29	30	31		

CITY OF SANTA FE

2026 GOVERNING BODY & COUNCIL COMMITTEE CALENDAR

OPTION 2B

- Governing Body
- Governing Body Study Session
- Finance Committee
- Public Works & Utilities Committee
- Quality of Life Committee

JANUARY

S	M	T	W	Th	F	Sa
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FEBRUARY

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MARCH

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APRIL

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MAY

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31						

JUNE

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JULY

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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29	30					

DECEMBER

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27	28	29	30	31		

Date: March 26, 2026

To: Governing Body and Quality of Life Committee

From: Brian Moya, Interim City Manager BM

RE: Repealing Resolution No. 2001-11 Which Sponsored and Supported an Annual Marching Parade on Airport Road in Celebration of Cesar E. Chavez

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SUMMARY:

The proposed resolution would repeal City of Santa Fe Resolution No. 2001-11, originally jointly adopted with Santa Fe County, which sponsored and supported an annual marching parade on Airport Road in celebration of Cesar E. Chavez.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

REPEALING CITY OF SANTA FE RESOLUTION NO. 2001-11, A JOINT CITY/COUNTY RESOLUTION WHICH SPONSORED AND SUPPORTED AN ANNUAL MARCHING PARADE ON AIRPORT ROAD IN CELEBRATION OF CESAR E. CHAVEZ.

WHEREAS, in the year 2001, the City of Santa Fe and Santa Fe County jointly adopted Resolution No. 2001-11, sponsoring and supporting an annual marching parade on Airport Road in celebration of the life and accomplishments of Cesar E. Chavez; and

WHEREAS, on March 18, 2026, a report published by *The New York Times* detailed serious and disturbing allegations of abuse involving women and girls and the late labor organizer, Cesar Chavez; and

WHEREAS, the Governing Body recognizes and affirms the courage of survivors who come forward to share their experiences, particularly in environments where speaking out has historically been met with silence, disbelief, or retaliation; and

WHEREAS, the Governing Body stands in solidarity with all individuals who have experienced harm or abuse, and acknowledges that no position of leadership or authority should ever be used to exploit, silence, or harm vulnerable people; and

WHEREAS, women – particularly Latinas and women of color – have too often been subjected to systems and conditions that compromise their dignity, safety, and full participation in public life, and it is the responsibility of public institutions to reject and dismantle such harm; and

WHEREAS, the Governing Body affirms that leadership mush be rooted in accountability, integrity, and the protection of human dignity, and rejects complicity in systems that have historically enabled abuse under male-dominated power structures; and

WHEREAS, the Governing Body recognizes that no single individual defines a movement, and that the legacy of farmworkers and civil rights struggles is carried forward by the collective contributions of countless women, organizers, and community leaders whose work has advanced justice, equity, and dignity for all; and

WHEREAS, the Governing Body acknowledges that while harm cannot be undone, there is a moral and civic responsibility to act in ways that honor survivors, interrupt cycles of abuse, and ensure that public recognition reflects values of safety, respect, and accountability; and

WHEREAS, the City of Santa Fe affirms its commitment to supporting survivors of abuse, fostering environments where truth can be spoken without fear, and advancing policies and practices that uphold dignity, safety, and accountability; and

WHEREAS, the City of Santa Fe recognizes and honors the broader farmworker and civil rights movements, with particular acknowledgment of the leadership, resilience, and contributions or women, including Dolores Huerta, and countless organizers whose work continues to shape more just and equitable communities; and

WHEREAS, the City of Santa Fe encourages community-based, inclusive, and value-aligned recognitions that uplift the collective legacy of farmworkers and civil rights leaders, centering equity, healing, and intergenerational responsibility; and

WHEREAS, the City of Santa Fe is committed to governance that centers people, upholds equity, and ensures that public actions and recognitions align with the community's shared values

and dignity, justice, and healing.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Resolution No. 2001-11, entitled "A Joint County/City Resolution Sponsoring and Supporting an Annual Marching Parade on Airport Road in Celebration of the Life and Accomplishments of Cesar E. Chavez on the Sunday Near or About March 31," is hereby repealedin its entirety.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Repeal Resolution No. 2001-11

FIR No. 10752.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Repealing Resolution No. 2001-11 Which Sponsored and Supported an Annual Marching Parade on Airport Road in Celebration of Cesar E. Chavez

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): City Manager's Office

Staff Completing FIR: Brian Moya, Interim City Manager **Date:** 3/30/2026 **Phone:** (505) 955-3111

Reviewed by City Attorney: Marcos Martinez **Date:** 04/02/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 2, 2026 10:53:05 MDT) **Date:** 04/02/2026

Summary:
The proposed resolution would repeal City of Santa Fe Resolution No. 2001-11, originally adopted jointly with Santa Fe County, which sponsored and supported an annual marching parade on Airport Road in celebration of Cesar E. Chavez.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then City No. 2001-11 would not be repealed and would remain in effect.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The proposed resolution would repeal Resolution No. 2001-11

Performance and Administrative Implications:
None.

Fiscal Implications: It is possible that repealing Resolution No. 2001-11 would create a small cost savings through removing the need to fund staff time devoted to supporting the event.

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: BRIAN MOYA

Email: bjmoya@santafenm.gov

Date: March 30, 2026

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

From: Terry Lease, Asset Development Manager TL

Via: Andrea Phillips, Deputy City Manager ANDREA PHILLIPS

RE: Sale of Seven City-Owned Las Estrellas Parcels

EXECUTIVE SUMMARY:

The proposed bill would provide for the sale of seven City-owned parcels located in Las Estrellas in the Northwest Quadrant to Santa Fe Housing Trust for $4,490,000.00. The seven parcels in Las Estrellas include Tract NPR1 (179.5337 acres), Tract NPR3 (17.1781 acres), Tract NPR4 (3.4258 acres), Tract NPR5 (1.1715 acres), Tract NPR6 (0.8608 acres), Tract NPR7 (24.2737 acres), and Tract 2 (2.050 acres), for a total of 228.4936 acres.

BACKGROUND:

In Resolution No. 2023-4, the Governing Body stated that it wished to sell seven of the nine parcels in Las Estrellas (Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, and Tract 2) to a purchaser who would develop the parcels according to the applicable covenants, conditions, restrictions, and Master Plan.

NMSA 1978, Section 3-54-1, requires that sales of land by a municipality valued in excess of $25,000.00 shall be by ordinance of the municipality. The proposed bill satisfies this requirement.

ATTACHMENTS:

Memo Attachment – Resolution No. 2023-4
Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-10

INTRODUCED BY:

Mayor Michael Garcia

A BILL

APPROVING THE SALE OF SEVEN CITY-OWNED PARCELS, LOCATED IN LAS ESTRELLAS IN THE NORTHWEST QUADRANT, WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, TO SANTA FE HOUSING TRUST FOR A TOTAL OF $4,490,000.00.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The City of Santa Fe ("City") hereby approves the sale of seven parcels of undeveloped land located in Las Estrellas and further described in Section 3(A) below, to Santa Fe Housing Trust ("Purchaser"), with terms described in Section 3 below.

Section 2. This Ordinance shall be effective forty-five days after the date of adoption, unless a referendum is held pursuant to NMSA 1978, Section 3-54-1.

Section 3. Terms of the Sale:

A. **Property to be Sold.** The City agrees to sell its ownership interest in seven tracts of undeveloped land located in Santa Fe County, New Mexico, totaling 228.4936 acres

underscored material = new [~~bracketed material~~] = delete

being more particularly described as follows to-wit: Tract NPR1 (179.5337 acres),Tract NPR3(17.1781 acres), Tract NPR4(3.4258 acres), Tract NPR5(1.1715 acres), Tract NPR6(0.8608 acres), Tract NPR7 (24.2737 acres), Tract 2 (2.050 acres) for a total of 228.4936 acres (collectively the "Property").

B. **The purpose for the municipality entering into the sale.** The City's Governing Body approved Resolution No. 2023-4, as amended, that provides for, among other things, the sale of the Property. The City and the Purchaser, pursuant to this ordinance negotiated the attached Purchase Agreement (Attachment A).

C. **Appraised value of the Property**. Dominion Property Advisors appraised the Property for $4,490,000.00.

D. **Amount of the Sale.** The Purchaser shall pay $4,490,000.00 total for the purchase of the Property.

E. **Time and Manner of the Sale.** Closings shall comply with the Statutory requirements in NMSA 1978, Section 3-54-1, and shall take place as described in Section 8 of Attachment A.

F. **Purchase "As Is".** The Purchaser shall purchase the Property in an "as is" condition with all known and latent defects. The City makes no representations or warranties as to the physical condition of the property.

Section 4. This Ordinance shall be published as required by NMSA 1978, Sections 3-17-3 and 3-54-1.

Section 5. This Ordinance shall become effective (45) days after its adoptions, unless a referendum election is held pursuant to NMSA 1978, Section 3-54-1.

Section 6. The City shall execute the necessary Purchase Agreement and closing documents after the effective date of this ordinance, according to Attachment A.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Mar 31, 2026 11:39:01 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill/Sale of Seven City-Owned Las Estrellas Parcels

FIR No. 10753.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Sale of Seven City-Owned Las Estrellas Parcels

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Economic Development

Staff Completing FIR: Terry Lease, Asset Development Manager **Date:** 3/30/2026
Phone: (505)-629-2206

Reviewed by City Attorney: Marcos Martinez (Mar 31, 2026 11:39:01 MDT) **Date:** 03/31/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Mar 31, 2026 14:06:43 MDT) **Date:** 03/31/2026

Summary:
The proposed bill would provide for the sale of seven City-owned parcels located in Las Estrellas in the Northwest Quadrant to Santa Fe Housing Trust for $4,490,000.00. The seven parcels in Las Estrellas include Tract NPR1 (179.5337), Tract NPR3 (17.1781 acres), Tract NPR4 (3.4258 acres), Tract NPR5 (1.1715 acres), Tract NPR6 (0.8608 acres), Tract NPR7 (24.2737 acres), and Tract 2 (2.050 acres), for a total of 228.4936 acres.

Departments Affected:
Economic Development

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City would not sell seven City-owned parcels located in Las Estrellas to Santa Fe Housing Trust, frustrating the goals outlined in Resolution 2023-04.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2023-4 approved an announcement to sell the seven parcels in Las Estrellas with local preference.

Performance and Administrative Implications:
None.

Fiscal Implications:
From the sale of the City-owned parcels to Santa Fe Housing Trust, $2,245,000.00 will go to the Affordable Housing Trust Fund and $2,245,000.00 will go to the Economic Development Fund.

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	$2,245,000	$	$	NR	2420223/470500
	$,245,000			NR	2122800/470500
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$4,490,000	$	$		

Revenue Narrative:
Half of the land sale will go to Affordable Housing Trust Fund and the other half of the land sale will go to Economic Development Fund

Signature: Terry Lease
Terry Lease (Mar 31, 2026 14:57:38 MDT)

Email: tjlease@santafenm.gov

Date: March 31, 2026

To: Governing Body, Quality of Life Committee, Finance Committee

From: Christina Montoya, Records Management Technician CM

Via: Geralyn Cardenas, City Clerk

RE: Resolution for Records Retention and Management

EXECUTIVE SUMMARY:

This resolution repeals Resolution No. 2003-33 and proposes to adopt a new records information management and retention policy to include digital records. The new schedule is attached to the proposed resolution as "Exhibit A".

BACKGROUND:

The City of Santa Fe's ("City") current record retention and maintenance of documents is an outdated process and does not currently have guidelines and procedures on how to archive digital records.

The Records and Archives Center needs an upgrade and is moving toward a more eco-friendly environment by reducing the City's paper consumption. Upon adoption of this Resolution we would have the ability to digitize records that are currently being physically stored in the Records and Archives Center.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

REPEALING RESOLUTION NO. 2003-33; AND ADOPTING NEW RECORDS INFORMATION MANAGEMENT AND RETENTION POLICY.

WHEREAS, the City of Santa Fe's ("City) last adopted policy for record retention and maintenance of documents, as described in Resolution No. 2003-33, is outdated; and

WHEREAS, the City does not have any current guidelines or procedures on how to archive digital records; and

WHEREAS, the City's Records and Archives Center is running out of space to hold paper records; and

WHEREAS, the Governing Body wishes to support the City in creating a more sustainable policy by reducing paper consumption; and

WHEREAS, establishing electronic access to records may increase City staff productivity; and

WHEREAS, the Governing Body supports public access to records, and digital records make public access to records more convenient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Resolution 2003-33 is hereby repealed; and

BE IT FURTHER RESOLVED that the City of Santa Fe Records and Archive Center's records retention and disposition schedules (Exhibit A) attached hereto shall be adopted as the official policy for the retention and destruction of records for the City of Santa Fe.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to maintain the records management program for the City and to apply the retention periods assigned to municipal records with adherence to the policies of the New Mexico State Records Center and Archives.

BE IT FURTHER RESOLVED that once the City has successfully digitized records to the extent that digital records are deemed appropriate by the retention and disposition schedules attached in Exhibit A, that the public shall also have access to records to the extent that the access is deemed appropriate as is consistent with the Inspections of Public Records Act, NMSA 1978, Section 14-2-1, and any other applicable local or state laws.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Mar 31, 2026 16:55:59 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Records Retention and Management

Exhibit A:

City of Santa Fe Retention Schedule

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

Record Retention Schedule Key Terms.

The following terms and definitions are listed in the order in which they appear in the Records Retention Schedule.

Records Retention Schedule- schedule specifying how long paper, electronic, and all other records must be retained for operational, legal, fiscal, historical, or other purposes.
Retention Code- number that corresponds to a series, depicted as “R” and a number (Example: R.001 is the code for the “Code of Conduct").
Descriptions of Record- describes the content and function of the record series.
Retention Rule-specifies the length of time records must be retained before they are eligible for destruction or archival preservation.
Responsible Department- department assigned responsibility for records within record series.

City of Santa Fe Records Retention Schedule:

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.001	Code of Conduct: prescribed standards which are peculiar and appropriate to the function and purpose for which the department/division or institution was created and exists.	Until suspended by new code	Human Resources Department
R.002	Community Development Report: report on promoting the municipality through its economic development	2 years after date expired	Planning and Land Use Department
R.003	Primary Mission Records: files concerning the establishment of the department/division, its development and policies, its progress, operation summaries, plans for the future development, etc.	Until no longer needed for reference	Community Engagement Department
R.004	Public Relations File: information concerning department/division publicity. File may include press releases, biographies, newspaper clippings, promotional materials, bulletins, broadcast, scripts, photographs, visual documentation, and other related items.	(1) Platform (software): 1 year after discontinuance of the system. (2) web content: (a) informational website:	Community Engagement Department
R.005	WEBSITE: Architecture: The overall design of a website, which can encompass hardware and software, consisting of the how the components are designed, connected to, and operate with one another. The architectural	(1) Platform (software): 1 year after discontinuance of the system. (2) (2) web content: (a) informational website: 1 year after is updated or changed. (b)	Community Engagement Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	design also contains information on the development and maintenance of informational or transactional websites that may contain documentation on the platform and associated software necessary to operate and maintain an internet or intranet presence. The website may contain replicated information from the establishment of a web presence. The website may contain information from a department/division such as, names of staff, announcements, calendar of events, press releases, annual reports, strategic plans, surveys, images, multimedia, audio, transactional forms or pages (e-commerce), etc. The website may also contain unique information found only on the website.	replicated information: until superseded . (3) (3) website structure. (a) replicated informational website: 1 year after site is updated or changed. (b)transactional website: 3 years after site is updated or changed: [transactional websites contain or support transactions such as registration, purchases, etc..]	
R.006	Legal Brief File (Brief Bank): contains duplicate copies of legal briefs from legal case file.	Until no longer needed for reference	City Attorney
R.007	Legal Case Files: records concerning litigation. Records may contain complaints, court orders, motion, pleadings, notes, briefs, releases, investigative reports, investigative activity logs, transcripts, closing sheets,	(1) Legal casefiles: 10 years after case closed (2) Legal case files involving minors: 10 years after case closed or until any minor involved attains age 21, whichever is longer	City Attorney

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	correspondence, memoranda, etc. Case files involving real property where the state has an interest shall be retained for 10 years after case closed or until state no longer has an interest, whichever is longer.	**(3) Legal case files involving real property: 10 years after case closed or until state no longer has an interest, whichever is longer Confidentiality: per NMSA 1978, Sections 14-2-1, 32A1-3.B , 32A-2-32 , 32A-3B-22 , 32A-4-33 , 32A-5-8 , and 32A-6-15**	
R.008	**Legal Case Index: includes notations on activities related to case indexed.**	**10 years after case closed**	**City Attorney**
R.009	**Legal Case Log: listing of cases. Log may be destroyed when information transferred to or is available on electronic media.**	**10 years after all cases listed are closed**	**City Attorney**
R.010	**Legal Opinions and Request for Opinion File: records requesting legal office to render or issue an opinion. May contain request, opinion, relating documentation, correspondence, memoranda, etc. File includes attorney general opinions and requests for opinions.**	**(1) Legal office (issuing entity): Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **(2) Office or department (requesting entity): until no longer needed for reference**	**City Attorney**
R.011	**Offence or Incident Reports: shows offender's name, offender information, date and time and location of occurrence, information on incident, reporting witness name, name of**	**5 years after date of occurrence**	**City Attorney**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	investigating officer, narrative, etc. Includes bomb threat reports. Includes reports concerning victims of alleged criminal offenses occurring on department/division property.		
R.012	Assessments/taxes: Records concerning the various levies imposed by ordinance.	6 years after close of fiscal year in which assessment is paid	City Clerk
R.013	Business License Files: records concerning the issuance of business licenses. Files may contain application for license, license stub, business fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which license issued	Planning and Land Use Department
R.014	Business Registration Files: records concerning the issuance of business registration to participate in business or occupational activity. Files may contain application for registration, registration stub, registration fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which registration issued	Planning and Land Use Department
R.015	Campaign Contribution Reports: records concerning the contribution to fund campaigns of candidates or special issues. Reports may show name of contributor, amount of contribution, candidate name, etc.	2 years after election date or until termination of office, whichever is longer	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.016	Claim of Lien Files: records concerning liens placed against private property for services rendered by the municipality. Files may contain claim of lien, assessment table, copy of notice of public hearing, copy of notice of violation, court order, copy of work order, copy of billing, release of lien, correspondence, memoranda, etc.	6 years after lien release	City Clerk
R.017	Election District Files: records concerning the creation of election voting districts. Files may contain petitions, census information, boundary proposals, public hearing information, consultant information, contractual documentation, copies of ordinance adopting voting districts, final district delineation, district maps, etc.	2 years after superseded by new redistricting	City Clerk
R.018	Election Files: records concerning regular and special municipal elections held for the purpose of electing municipal officers or considering any other question placed on the ballot by the governing body. Files may include the absentee ballot register and ballots, application for absentee ballots, absentee voter lists and affidavits of destruction, signature roster,	(1) Ballots. Used emergency and absentee paper ballots (If no notice by registered mail of contest or no judicial inquiry) Note: ballots where a contest, recount or judicial inquiry is sought shall be destroyed upon order of the district court having jurisdiction for those precincts (3-8-62 C NMSA 1978): 30 days after the	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	registered voter list, machine printed returns, oaths of office of the precinct board, declarations of candidacy and withdrawals, election resolution, proof of all publications, copies of all election material required to be published or posted, sample ballots and ballot labels, voting machine permits, affidavits of triplicate voter registration or certificates submitted by voters, copies of all affidavits or certificates prepared in connection with election, copy of certificates of canvass, amended certificates of canvass, results of recounts, rechecks, contests, re-canvass, etc.	issuance of the certificate of election or 30 days after completion of canvassing in which there are no candidates for municipal office, for those precincts in which the municipal clerk has received no notice of contest or judicial inquiry(Section 3-8-62 B NMSA1978) (2) Ballots. Unused paper ballots (including unused emergency paper ballots: upon the closing of polls and before voting machines are unlocked (3-8-51B, NMSA 1978) (3) Ballots. Unused absentee ballots: at 5:00 p.m. on the Thursday immediately preceding the date of the election (3-9-8, NMSA 1978) (4) Voter registers or lists and election handbooks: until superseded by new material	
R.019	Franchise Files: records establishing the terms in which utility may use municipal termination of rights of way. Files may include copy of right of way contract (ordinance), studies, reports, work papers, etc.	6 years after termination of franchise	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.020	Governing Board File: records concerning department/division dealings with the governing board of said department/division. File may include original or copy of minutes of meetings, reports, related documentation, correspondence, etc.	5 years	City Clerk
R.021	Industrial Revenue Bond Files: records concerning the issuance of municipal revenue bonds to acquire, own, lease, or sell projects for the purpose of promoting industry and trade other than retail trade. Files may include agreement for the abatement of taxes, project descriptions, industry or trade information, correspondence, memoranda, etc.	6 years after termination of agreements	City Clerk
R.022	Liquor Licenses Files: records concerning the issuance of liquor licenses. Files may contain application for license, license stub, license fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which license issued	City Clerk
R.023	Microfilm Inspection Sheets: Record shows report date, roll number, inspection date, density, resolution, remarks/comments, inspector signature, etc.	5 years after inspection date	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.024	**Microfilm Job Ticket: Shows records sent for microfilming, record description, received by, delivered to, etc.**	**5 years after close of fiscal year in which created**	**City Clerk**
R.025	**Minutes of Meetings: records of official proceedings of governing bodies. Information includes agenda, date, place, list of attendees, and a summary of discussion and decisions. Official minutes may also include all informational attachments such as reports, surveys, proposals, studies, and charts distributed to members for discussion and for use in making decisions on department/division policy, planning, and administrative matters. Official minutes shall include only those documents and attachments that have been formally introduced as part of a record.**	**(1) Minutes of meetings of Governing Body meetings, boards, commissions, and/or other policymaking bodies, as defined in open meetings Act (NMSA 1978, sec. 10-15- 1,): Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **(2) Minutes of meetings of all other bodies: 5 years** **(3) Tapes or recordings of decision board meetings: Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **(4) Video recordings of decision board meetings: Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **(5) All other documentation including agenda, agenda package, etc.: after next meeting date but no**	**City Clerk**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		longer than 2 years after meeting date	
R.026	Municipal Bond Certificates of Destruction shows the number and maturity of the bond, note, certificate, coupon, the date paid, etc.	6 years after date created (NMSA 1978, Section 6-10-62)	City Clerk
R.027	Municipal Bonds, Notes, Interest Coupons, and Certificates of Indebtedness: record of debt in form of a bond, note, certificate of indebtedness, or interest coupon incurred by the municipality.	(1) When paying agent is a bank, savings and loan association, or other third party: until paid and certificate of destruction has been prepared (2) When paying agent is the debtor department/division (i.e., municipality): 2 years following payment and certificate of destruction has been prepared	City Clerk
R.028	Non-Business Registration Files: records concerning the issuance of non-business registration to participate in non-business activity (e.g., charitable solicitations, parades, gatherings, displays, garage sales, etc.). Files may contain application for registration, registration stub, registration fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which registration issued	Planning and Land Use Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.029	**Oath of Office: original or copies of oaths of elected municipal officials. Oath may show municipal office, name of elected or appointed officer, affidavit, date, signature, etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**City Clerk**
R.030	**Ordinance Code: compilation of current municipal regulations.**	**Until superseded by new compilation**	**City Clerk**
R.031	**Ordinance Files: municipal resolutions adopted by the municipal governing body. Files may contain original resolution adopted, amendments, repeal information, proof of publication, legal notices, etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**City Clerk**
R.032	**Precinct Board Files: records concerning the appointment of precinct boards that will conduct municipal elections. Files may contain copy of appointment notifications, appointment acceptances, oaths of office, list of precinct board members (judges, clerks, and alternates), correspondence, memoranda, etc.**	**2 years after election for which appointed**	**City Clerk**
R.033	**Property Assessment Files: records concerning the assessment of real property (lien) initiated by petition or declaration of imminent domain to improve or develop community infrastructure. Files may contain**	**3 years after close of fiscal year in which final action taken**	**City Clerk**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	petitions, correspondence, memoranda, assessment value documentation, challenges to assessed values, final action of governing body, etc.		
R.034	**Property Files: records of deeds and leases to real property owned or used by department/division. Information includes description and location of the property, maps, sale agreements, land acquisition forms, deeds, lease agreements, and related correspondence.**	**(1) Deeds and related documentation (property control copy): Permanent.** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **After property is sold, disposed of, or relinquished, files may be transferred to archives** **(2) Leases and related documentation (property control copy): 6 years after termination of lease, then transfer to archives for appraisal and final disposal** **(3) Deeds or leases and related documentation (department/division information copy): 6 years after termination of lease or 6 years after property is sold, or disposed of, or relinquished**	**City Clerk**
R.035	**Request for Document Destruction: approval request for destruction of department/division records. Shows**	**Retention: 3 years after close of calendar year in which records destroyed**	**City Clerk**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	department/division name and location, date, record description, inclusive dates, quantity of		
R.036	**Resolution Files: formal statements expressing the opinion, will, or intent of the municipal governing body.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**City Clerk**
R.037	**Speech Files: transcript of speeches given by department/division personnel. Speeches concern program procedure, work activities, and related concepts.**	**Until no longer needed for reference**	**City Clerk**
R.038	**Vehicle Title/Registration: Title and/or registration of vehicles owned by the City.**	**4 years after vehicle disposed of**	**Finance Department**
R.039	**911 Database Ledger Correction Form: Includes updates regarding street and address changes.**	**Until superseded or until no longer needed for reference**	**Planning and Land Use Department**
R.040	**Annexation Records: Including petitions, resolutions, ordinances, orders by Municipal Boundary Commission.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.041	**Appeals of Planning and Zoning Board Decisions**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.042	**Building Code Violation Files: Records concerning violations to building code (building, plumbing, mechanical,**	**10 years after date of final resolution**	**Planning and Land Use Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	environmental). Files may contain complaint, inspections, work notes, final report, compliance documentation, final resolution, correspondence, memoranda, etc.		
R.043	**Building Drawings, Plans, and Blueprints: Original photographic reproduction of architectural plans or technical drawings. Access to documentation of restricted or security areas shall be limited to authorized personnel only**	**Permanent.** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.044	**Building Inspection Files: Records concerning the application to construct and/or to modify private structures within the municipality. Files may contain application to build/modify, copy of permit issued, inspections (e.g., plumbing, electrical, environmental, etc.), construction plan copies, work notes, certificate of occupancy copy, etc.**	**10 years after date of final resolution**	**Planning and Land Use Department**
R.045	**Building Permit Application**	**1 year after final inspection**	**Planning and Land Use Department**
R.046	**Building Permit Construction Plans: A. Residential Plans B. Commercial Plans**	**A. 1 years from date of substantial completion** **B. Permanent**	**Planning and Land Use Department**

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		*Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	
R.047	**Building, Mechanical, Plumbing and Electrical Inspection Logs**	**1 year from inspection date**	**Planning and Land Use Department**
R.048	**Building, Mechanical, Plumbing, And Electrical Permits**	**1 year from inspection date**	**Planning and Land Use Department**
R.049	**Certificate of Occupancy**	**10 years from date of issuance**	**Planning and Land Use Department**
R.050	**City Building Drawings, Plans and Blueprints: Original or photographic reproduction of architectural plans or technical drawings. NOTE: Access to documentation of restricted/security areas shall be limited to authorized personnel only.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.051	**Conditional Use Permits**	**Permanent.** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **Denied or withdrawn files purged 3 years after final action**	**Planning and Land Use Department**
R.052	**Family Day Care Permits**	**3 years after facility closes or daycare provider moves**	**Planning and Land Use Department**
R.053	**Fence/Shed Permits: Includes site plan review and application**	**1 year from date of completion**	**Planning and Land Use Department**

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.054	**Home Occupation Permits**	**3 years after business ceases to exist**	**Planning and Land Use Department**
R.055	**Metropolitan Redevelopment Files: Project files pertaining to redevelopment plans. A. Blighting studies, de-blighting studies, redevelopment plans & copies of ordinances and/or resolutions B. Property ownership notifications, lists of ownership, etc.**	**A. Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **B. 5 years after completion or cancellation then review for historical value**	**Planning and Land Use Department**
R.056	**Non-Conforming Certificates**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.057	**Plans: Show streets, developments, subdivisions, traffic, population, Integrated Comprehensive Plan, corridor plans, specific plans, master plans, access plans, etc.**	**Until no longer needed for reference or implementation**	**Planning and Land Use Department**
R.058	**Project Files and Studies: Includes studies and project files pertaining to municipal planning, construction, redistricting, census, Fair Housing policy, etc.**	**5 years after completion or cancellation then review for historical value**	**Planning and Land Use Department**
R.059	**Sign Permits: A. Commercial signs, subdivision signs and change of sign face B. Temporary signs in right-of-way C. Special exceptions to sign code**	**A. 1 year after business ceases or when new company/subdivision changes sign B. 1 year after event or election occurs**	**Planning and Land Use Department**

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		C. 1 year after business ceases *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	
R.060	**Special Event Permits**	**1 year after event occurs**	**Planning and Land Use Department**
R.061	**Street Excavation Permit: records concerning the application for permit to excavate or bore under a municipal-owned street for the purpose of construction or repair of utility lines. Files may contain application for permit, engineering drawings, archaeological data, copy of permit, cut location information, date of cut, date completed, date of final reformation, etc.**	**6 years after close of fiscal year in which permit issued**	**Public Works Department** **Planning and Land Use Department**
R.062	**Subdivision Plats: Includes preliminary and summary plats, vacation of right-of-way plats and modifications.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.063	**Subdivision Records: A. Pre-applications, exceptions, variances B. Property ownership lists and notifications**	**A. 10 years** **B. 5 years**	**Planning and Land Use Department**
R.064	**Variance**	**Permanent.** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		Denied or withdrawn files purged 3 years after final action	
R.065	**Zone Map Amendments**	**Permanent.** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **Denied or withdrawn files purged 3 years after final action**	**Planning and Land Use Department**
R.066	**Zoning Case Files: records concerning request to initially set or change established zoning designation. Files may contain zoning request, fee receipts, reviews, recommendation by planning and zoning board, correspondence, memoranda, etc.**	**3 years after close of fiscal year in which case closed**	**Planning and Land Use Department**
R.067	**Zoning Interpretations**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.068	**Zoning Permit Files: records concerning the application to allow the use of property as designated by zoning code. Files may contain application to utilize property as designated by zoning code, certificate of zoning compliance, copy of permit issued, final inspection,**	**3 years after date of final inspection**	**Planning and Land Use Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	construction plan copies, work notes, certificate of occupancy copy, etc.		
R.069	**Zoning Violation Files: records concerning violations to zoning designation. Files may contain complaint, inspections, work notes, final report, compliance documentation, final resolution, correspondence, memoranda, etc.**	**3 years after date of final resolution**	**Planning and Land Use Department**
R.070	**1099 File: Records concerning the reporting to the IRS on monies paid out by Department on technical and professional services contracts.**	**1 year after termination of contract provided Audit Report released**	**Finance Department**
R.071	**Account Transfer Orders: Shows account names and codes, item codes, amounts to and from for the transfer of cash. Record series includes special purpose transfer orders that include encumbrance detail.**	**(1) Finance department copy: 6 years after close of fiscal year in which created** **(2) Treasurer's copy: 3 years after close of fiscal year in which created** **(3) Other department copy: 3 years after close of fiscal year in which created**	**Finance Department**
R.072	**Audit Reports: Printed report documenting the annual audit of funds. These reports, prepared by an outside accounting firm, are categorized by the various offices and further classified by accounts to which they relate. This series also includes semiannual and special**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Finance Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	audits. Information includes balance sheet, summary of revenue and expenditures, cash balances, statement of taxes, statement of delinquent taxes, statement of other receipts, statement of fines and fees.		
R.073	Bank Statement: Records showing historical record of cash receipts and disbursements	6 years after close of fiscal year in which created	Finance Department
R.074	Benefits Monthly Remittance Includes records of payments for monthly benefits.	6 years after close of fiscal year in which created	Finance Department
R.075	Bids/quotes: Record of each bid submitted by vendors selling goods and or services. Information includes request for quotation, bid spread sheet and bid award letter.	3 years after close of fiscal year in which bid is awarded	Finance Department
R.076	Budget - Operating: Printed copy of annual budget showing projected receipts and expenditures. A. Financial Services Copy. B. Department Copy	A. 3 years after the close of fiscal year in which created B. Until no longer needed for reference	Finance Department
R.077	Budget Adjustment Requests: Standard form for the revision of an approved operating budget detailing money amounts by line item with explanation and justification.	3 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.078	Budget Request: Final draft of proposed budget	3 years after close of fiscal year in which created	Finance Department
R.079	Budget Status Report Monthly: Report generated by Finance Department listing approved budget by category and line item. Information includes budget adjustments, amounts expended, encumbrances outstanding, unencumbered balance, etc.	3 years after close of fiscal year in which created	Finance Department
R.080	Cash Reports, daily: Report generated showing daily revenues deposited with Finance Department by department. A. Finance Department copy B. Departments copy	A. 3 years after close of fiscal year in which created B. Until Audit Report released	Finance Department
R.081	Check Register: Record of checks issued for payment of voucher. Register may show check number, vendor name, vendor code, voucher number, voucher date, vendor invoice number, fund (account) number, payment amount, check date, etc.	6 years after close of fiscal year in which created	Finance Department
R.082	Checks: Canceled or voided checks issued for payment of goods and or services. Information includes date, check number, to whom paid, amount, signature of finance officer, etc. A. Canceled checks B. Voided checks	A. 6 years after the close of fiscal year in which created B. Until Audit Report released	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.083	Commercial Driver's Certification (Form MVD-11042), Files: Contain: certification form with applicant's name, address, date of birth, social security number, driver's license number, state, and applicant's signature. Also contain: Vehicle Certification (Form MVD 10414), and Commercial Driver's License Examination (Form MVD-11040). Note: Paper originals may be destroyed after microfilm meets State of New Mexico Microphotography Standards and is verified for completeness, in accordance with SRC Rule No. 92-03 and 92-04. [8-1-94]	3 years from date of issuance.	Finance Department
R.084	Community Development or Community Service Grant or Sub-Grant Files: records concerning grant monies received and redistributed by the municipality. Records include but are not limited to block grants, negotiated grants, federal department/division grants, state department/division grants (i.e., department/division on aging), entitlement grants, etc. Files may contain municipality's application for grant, grant award notification, applications to the	Retention: 5 years after submission of final expenditure report or 6 years after termination of grant whichever is longer	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	municipality for subgrant monies, copies of sub-grant award notifications, sub-grantee expenditure reports, copy of final expenditure report, reports as required by grant, etc.		
R.085	Construction Grant Records: Includes grant administration files, consultant contracts, submittals, construction records, grant funds cash flow, etc.	10 years after completion of project	Finance Department
R.086	Contract Tax File: Description: records concerning the reporting to the IRS on monies paid out by department/division on technical and professional service contracts.	Retention: 1 year after termination of contract, provided audit report released	Finance Department
R.087	Contract/agreement Files: Records concerning contracts let through bid by the Purchasing Department, technical/professional services contracts, lease/rental contracts, agreements, etc. Files may include contract/agreement, bid information, contract/agreement specifications, correspondence, memoranda, etc. A. Purchasing Division B. Department Copy	A. 6 years after termination of contract or agreement B. Until no longer needed for reference	Finance Department
R.088	Contract/Agreement Logs: lists of all department/division contracts/agreements. Show	6 years after termination of contract or agreement	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	contract/agreement number, agreement contractor termination date, type of contract/agreement, etc.		
R.897	Detail General Ledger Report: Computer generated equivalent to a journal which shows opening cash balance, items adding to the balance in detail, items decreasing the balance in detail, etc.	6 years after close of fiscal year in which created	Finance Department
R.090	Driver's License Application and identification Card Applications (Form MVD-10229): These applications submitted for obtaining a New Mexico Driver's License or Identification (I.D.) Card. Numerical. Shows: applicant's name and address, date issued, number, expiration date, class, date of birth, sex, color of eyes, height, weight, social security number, vision exam, written & road tests, Commercial Driver's License (CDL) knowledge test scores, CDL skills test scores, applicant's questionnaire, organ donation statement, assumption of liability for applicant under age, name change, applicant certification, and Motor Vehicle Division (MVD) or authorized agent verification signature.	3 years from date of issuance	Financial Services

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	This record is created in quadruplicate. A. MVD Division [12-16-82, 8-1-94]		
R.091	Employee Maintenance File: May include status change requests, direct deposit requests.	5 years after termination of employee	Finance Department
R.092	Employee Year-to-Date Information: bi-weekly printout showing year-to-date totals by employee includes gross pay and deductions, etc.	(1) Finance department copy: 3 years after close of fiscal year in which created (2) Other department copy: until audit report released	Finance Department
R.093	EMS Billing: Records concerning EMS services provided. Includes patient invoice and record of payment.	6 years after close of fiscal year in which created	Finance Department
R.094	EMS Insurance: Records concerning denial of insurance and signature authorization letter.	1 year after data entry	Finance Department
R.095	Encumbrance Documents: standard form for encumbering expenses. Shows line item, amount, encumbrance number, etc.	(1) Finance department copy: 3 years after close of fiscal year in which created (2) Other department copy: until audit report released	Finance Department
R.096	Facility Use Agreements: agreement to use municipal facility. File may contain request, approval, schedule, copy of organizational bylaws, etc.	6 years after termination of agreement	Finance Department
R.097	Grants and Revenue Contracts: Records concerning contracts and grants received	6 years after termination of grant	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	by an agent. Records include but are not limited to Block of contract or Grants, Negotiated Grants, Federal Department/division Grants, CDBG, etc. NOTE: Where there is required reporting of expenditures to a federal department/division, retain records for six years after termination of grant/contract or retain records for five years after submission of final expenditure report, whichever is longer.		
R.098	HUD Reporting File: copies of reports required by and submitted to HUD. Report may include accounts reconciliation, budget, statistical, assessment, evaluation, etc.	6 years after close of fiscal year in which created	Finance Department
R.099	Insurance Appraisal And/or Survey File: Records concerning insurance appraisal and/or surveys.	6 years after appraisal or survey.	Finance Department
R.100	Insurance Policy File: Records concerning insurance coverage of City property (buildings and contents, equipment, automobiles, etc.) A. Insurance policy B. City Attorney - Claim files	A. 10 years after expiration of policy provided no claims/suits pending B. 3 years after case closed	Finance Department
R.101	Internal Audit File: internal audits of department/division programs, operations, and of external contractors	5 years after close of fiscal year audited	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	and grantees. File may contain audit plan, entrance or exit conference documentation, procedure questionnaires, correspondence, memoranda, supporting documentation, and final audit report. This record series does not include department/division's external audit report.		
R.102	Inventory Of Fixed Assets: Records concerning the holding of furniture and equipment. Record shows item description, item location, identification number, date of acquisition, original cost, etc.	6 years after close of fiscal year in which created	Finance Department
R.103	Joint Powers Agreements: Written contractual agreement entered between two or more public agencies subject to any constitutional or legislative restrictions imposed upon any of the contracting public agencies. (Joint Powers Agreement Act, 11-1-1 to 11-1-7 NMSA 1978) A. Purchasing Division	A. 10 years after termination of agreement	Finance Department
R.104	Journals: Department machine or hand posted books of original entry.	6 years after close of fiscal year in which created	Finance Department
R.105	Ledgers, General: Department machine or hand posted books of final entry	6 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.106	Liability Certificates of Coverage File: records concerning insurance coverage of department/division liability.	(1) Certificate (policy): 10 years after expiration of policy, provided no claims or suits pending (2) Claim files: 3 years after case closed	Finance Department
R.107	Miscellaneous Deduction Records: Can include but are not limited to records relative to Credit Union, Savings Bonds, Prepaid Legal Services, United Way, garnishment, etc.	3 years after final deduction	Finance Department
R.108	Municipal Bond Schedule: Shows bond issue number, date issued, amount of issue, date of maturity, and date paid.	10 years after maturity date	Finance Department
R.109	Operating Budget: Printed copy of annual budget showing projected receipts and expenditures.	Retention: 3 years after close of fiscal year in which created	Finance Department
R.110	Overtime File: Records of overtime by department personnel	1 year after overtime accrual date	Finance Department
R.111	Payment Voucher Files: records documenting completed transactions authorizing payment for services rendered, purchase of supplies or equipment, travel advance or reimbursement of work-related expenses incurred by an employee or public officer. Files may include supporting documentation such as copy of vouchers,	Retention: 6 years from close of fiscal year in which voucher created or in which audit is completed	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	invoices, purchase documents, expense reimbursement forms, travel reimbursement forms, receipts, travel advance forms, etc.		
R.112	Payroll Register: documents wages paid to employees for services rendered. Information includes name of employee, social security number, date of check, hourly or salaried amount, overtime, number of hours worked, deductions, etc.	(1) Finance/payroll department (year-end payroll register): 6 years after date created (2) Finance/payroll department (weekly, bi-weekly or monthly copies of payroll register): until audit report released (3) Other department copies: until audit report released	Finance Department
R.113	Payroll Sign-out Sheets: Record includes department name, signature of person receiving payroll, date, number and description of payroll received.	1 year after close of calendar year for which created	Finance Department
R.114	Payroll Warrant Register: registers summarizing the information on payroll warrants (checks) issued. Information includes employee name, social security number, amount of warrant (check), state and federal income tax deductions, other deductions, year-to-date totals per pay period, etc.	Retention: 6 years after close of fiscal year in which created	Finance Department
R.115	Petty Cash Fund Files: Records concerning the use of petty cash monies.	Until Audit Report released	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	File may include petty cash request, petty cash vouchers, petty cash canceled checks, petty cash bank statements, receipts, cash reconciliation, etc.		
R.116	Purchase Orders: Purchase orders for goods and services paid for, or for goods and services yet to be delivered. Information includes vendor number, project number, date of purchase order, department, vendor name and address, shipping instruction, quantity ordered, general ledger account number, unit price, extended price, purchasing agent authorization, and notations regarding any shortage in shipment. A. Purchasing Division Copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 year after close of fiscal year in which created	Finance Department
R.117	Purchase Requisition: Requests from the various offices/departments, which describe goods or services to be ordered. A. Purchasing Division Copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 year after close of fiscal year in which created	Finance Department
R.118	Quarterly DFA Report: A quarterly report on money collected or received during the preceding month by the Municipal Treasurer.	3 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.119	Reconciliation of Cash Transactions: record which reconciles the cash balance per the finance department accounting with the cash balance per the treasurer's accounting and provides a detailed listing of all outstanding items.	(1) Finance department copy: 6 years after close of fiscal year in which created (2) Treasurer's copy: 3 years after close of fiscal year in which created (3) Other department copy: 3 years after close of fiscal year in which created	Finance Department
R.120	Requests for Proposals: record of requests for proposal solicited by department/division. Information includes description, evaluation of proposal, evaluation criteria, overview, audit objectives, scope of work, compensation, bid format, additional conditions, etc. Request for proposal may also be filed in various contract or project files.	3 years after close of fiscal year in which bid is awarded	Finance Department
R.121	Revenue Status Report, Monthly: Report generated by Finance Department. Information includes revenue estimate, actual revenue year-to-date, unrealized revenue, current month revenues, etc.	3 years after close of fiscal year in which created	Finance Department
R.122	Signature Authorizations: Record authorizing person to sign fiscal documents, personnel documents, etc. A. Purchasing Division	1 year after close of fiscal year in which no longer authorized	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.123	Surplus Property File: Records concerning surplus property and its disposition. File may contain inventories, records of disposal, accounting information, related documentation, correspondence, memoranda, etc.	1 year after disposition of property or when all audits are released whichever is longer	Finance Department
R.124	Telephone Billings File: reference copies of monthly office telephone bills.	Until audit report released	Finance Department
R.125	Telephone Logs: listing of telephone calls made by department/division personnel for a particular time. Logs may reflect date, time, caller, recipient of call, nature of business discussed, etc.	3 years after close of fiscal year in which created	Finance Department
R.126	Time Sheets: verification of the number of hours worked by employee. Information includes employee's name, employee number, hourly wage, days and hours worked, department head approval, etc.	(1) Finance department copy: 3 years after close of fiscal year in which created (2) Other department copy: until proved to payroll register	Finance Department
R.127	Title Insurance Policy: records concerning the insurance coverage of titles of department/division owned property	(1) Policy: until property sold or disposed of, provided no claims or suits pending (2) Claim files: 3 years after case closed	Finance Department
R.128	Trip Ticket File: records concerning in-state and out-of-state travel requests.	(1) Finance department copy: 6 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		(2) Other department copy: 3 years after close of fiscal year in which created	
R.129	Vendor/Bid Files: Files/listings of vendors with whom Department is currently conducting business.	Until superseded or until information is obsolete	Finance Department
R.130	Vouchers (Journal): Standard form used to correct (adjust) journal entries. Shows date, account, department, activity, line codes, reference numbers, amounts, etc. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created (1) Finance department copy: 6 years after close of fiscal year in which created (2) Other department copy: 3 years after close of fiscal year in which created	Finance Department
R.131	Vouchers (Payment Vouchers): standard form used to authorize payment or reimbursement of expenses other than payroll. Information includes vendor name and address, vendor code, department/division fund, quantities, description of goods/services, unit costs, total cost, authorizing signature, etc. Vouchers may be filed in payment voucher file, 1.15.5.310 NMAC.	(1) Finance department copy: 6 years after close of fiscal year in which created (2) Other department copy: 3 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.132	Vouchers (Payroll) Standard form used to authorize payment (release of funds) for payroll.	(1) Finance department copy: 6 years after close of fiscal year in which created (2) Other department copy: 3 years after close of fiscal year in which created	Finance Department
R.133	W-2 Reports: Employer's copy of employees' total earnings and withholdings for the calendar year reported to the Internal Revenue Service. Information includes employer's name and address, employee's social security number, federal income tax withheld, FICA taxes wit	5 years after close of calendar year for which created	Finance Department
R.134	Warrants (Payroll): canceled or voided warrants (checks) issued for payment of goods and/or services. Information includes date, warrant number, to whom paid, amount, signature of finance officer, etc.	(1) Canceled warrants: 6 years after close of fiscal year in which created (2) Voided warrants: until audit report released	Finance Department
R.135	Warrants: Canceled or voided warrants issued for payment of goods and/or services. Information include date, warrant number, to whom paid, amount, signature of finance officer, etc.	(1) Canceled warrants: 6 years after close of fiscal year in which created (2) Voided warrants: until audit report released	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.136	**Alarm Report: Report made at every fire-by-fire officer. Can include arson investigation reports.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Fire Department**
R.137	**Breathing Apparatus Records: Includes air charging system records**	**Until equipment disposed of**	**Fire Department**
R.138	**Building Emergency Evacuation File: Records concerning the safe and orderly evacuation of a building. Records include evacuation plan, list of designated fire captains/coordination leaders, training information, etc.**	**Until superseded by new plan**	**Fire Department**
R.139	**Building Inspection Files (Fire and Rescue): Records concerning periodic fire inspection of schools, hotels, motels, hospitals, business or commercial buildings, and public buildings. File may contain inspections, findings, conclusions, etc.**	**3 years after inspection date (UFC 103.3.4)**	**Fire Department**
R.140	**Building Layout Files: Records concerning public and commercial building layouts that show or identify fire hazards and hazardous materials in responding to fire calls. Files may contain building blueprint or plan, fire prevention features, hazardous materials list, etc.**	**Until superseded by new business or public use of building or building razed**	**Fire Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.141	**Disaster Recovery File: Description: records concerning the preparation of a disaster plan and the organization of salvage procedures for the department/division. Records include the disaster recovery plan, salvage procedures, information on training in disaster recovery techniques, etc. A copy of this file should be maintained off-site. In the event of a disaster, all copies of this file shall be retained until any or all investigations have been concluded.**	**Until superseded by new plan**	**Emergency Management Department**
R.142	**Emergency Equipment Checklist: record of periodic (daily) inspections of emergency equipment (e.g., SCBA self-contained breathing apparatus, first aid supply inventory, vehicle readiness, etc.). List may show equipment operational status, medical supply quantities, shift time, date, etc.**	**1 year after close of calendar year in which created C**	**Fire Department**
R.143	**Emergency Management Basic Plan: Includes emergency and civil defense plans for the survival of personnel and vital materials during an enemy or terrorist attack, natural or technological disaster, or civil unrest**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Emergency Management Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.144	**Emergency Medical Services Files (EMS): records concerning medical diagnosis or treatment and billing by responding EMS paramedics. Medical records may include medical service report, monitoring equipment readouts, etc. Billing record may include copy of billing statement submitted to Medicare, Medicaid, insurance carrier, and/or patient, etc.**	**(1) Medical record: 10 years after date created** **(2) Billing record: 6 years after close of fiscal year in which final payment received or 6 years after close of fiscal year in which file closed**	**Fire Department**
R.145	**Fire Drill Report: report documenting fire drills conducted by the department for schools, businesses, etc. Report may include school (or business) name, date of fire drill, name of person conducting drill, findings, recommendations, comments, etc.**	**6 months after close of calendar year in which created**	**Fire Department**
R.146	**Fire Hydrant Maintenance: Annual inspection of hydrants, including notation of problems and correction of problems.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Fire Department**
R.147	**Fire Investigation Case Files: records concerning investigations conducted by fire department to determine cause of fire. Files may contain photos, investigation notes, final report, etc.**	**5 years after date investigation closed**	**Fire Department**
R.148	**Hazardous Waste Inspections and Violations Records**	**Permanent**	**Fire Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		*Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	
R.149	**Inspections: Periodic fire inspections for schools, hotels, hospitals, businesses, and public buildings.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Fire Department**
R.150	**Logbook (Record of Calls) Show runs made, calls answered, location of fire, unusual occurrences, shift changes, duty roster, visitors to the station, etc.**	**5 years**	**Fire Department**
R.151	**Mobile Equipment Maintenance Record**	**Until vehicle disposed of**	**Fire Department** **Police Department**
R.152	**Prefile Plans: Show location, ownership, occupancy, construction, and fire prevention features.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Fire Department**
R.153	**Accounts Payable Files: Records concerning the purchase and payment of goods/services. Files may include purchase documents, travel requests, copy of invoice, correspondence, memoranda, etc. A. Finance Department copy B. Department copy**	**A. 6 years from date audit report released** **B. 3 years after close of fiscal year in which created**	**Finance Department**
R.154	**Accounts Receivable Files: Includes city invoices to various vendors**	**6 years from date audit report released**	**Finance Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.155	Administrative Files (Director/Division Levels): Records documenting actions of a department director. Files may include memoranda and reports concerning Department policy, organizational and program development records, and non-routine fiscal data, and personnel information. These records reflect administration of policy, coordination of Department functions, and management of program activity.	5 years	General Government
R.156	Administrative Policies: Prescribed standards which are specific to the function and purpose for which the Department or institution was created and exists.	Until superseded by new policy	General Government
R.157	Administrative Reference Files (Non-executive levels): Routine office management files retained below the department/division director, deputy director, and division director levels. Included are convenient copies of memoranda, reports, printed matter, and other reference materials. Topics include such subjects as: job activities, program material, general office information, professional associations, charitable	Retention: until no longer needed for reference	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	affairs, parking for staff, disaster preparedness, and other related topics.		
R.158	Agendas and Packets for Boards and Commissions	5 years after close of fiscal year in which created.	City Clerk
R.159	Bond Files: By department; contains certificate(s) of surety bond coverage for any company or persons acting on behalf of or in service of municipality.	10 years after expiration of bond	Finance Department
R.160	Budget - Work Papers: Department submission to Administration of work papers used in preparing the Operating Budget. A. Finance Department copy B. Department copy	A. 3 years after the close of fiscal year in which created B. Until no longer needed for reference	Finance Department
R.161	Building and Grounds Maintenance Records: Includes daily checklists, work schedules, work orders, maintenance schedules, personnel schedules, vehicle check lists, daily work reports and logs, herbicide/fertilizer schedules, safety data sheets, etc.	4 years after close of fiscal year in which created	Public Works Department
R.162	Calendar Of Events File: Reference copies of Department calendars of events	Until superseded	Community Engagement
R.163	CIP Files (Capital Improvement Plan) Records concerning the use of capital funds. Records document the progress and completion of capital projects (i.e., construction, redesigning, renovation,	A. 10 years after completion of project B. Until infrastructure no longer exists	Public Works Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	remodeling of municipal structures, streets, utility lines, etc.). Files may contain bid/quote documentation, contracts, payroll documentation, expenditure reports, blueprints, architectural drawings, soil tests/analysis, engineering specification, payment documentation, etc. A. As applicable: Fiscal/contractual documents (i.e., bids, quotes, agreements, contracts, etc.). B. Public Works or Utilities Department, as applicable: Technical documents (i.e., blueprints, architectural drawings, soil tests/analysis, engineering specification, etc.). C. All other documents	C. 2 years after close of fiscal year in which project completed	
R.164	Committee Files: Records concerning committees that do not meet the definition of a public body, as defined by the Open Meetings Act (10-15-1B, NMSA 1978), with which the Department deals. (These committees do not formulate public policy or discuss public business or take any action which the committee has authority to take.) Files may contain minutes of meetings, reports,	5 years after close of fiscal year in which created	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	notifications, correspondence, memoranda, related documentation, etc.		
R.165	**Complaint Files: Records concerning customer complaints. File may include evaluations by staff, patrons' complaints, final decision documentation, etc.**	**5 years after date of last entry**	**Community Engagement**
R.166	**Conferences/workshops Attended File: Records of conferences/workshops attended by office/departmental personnel. File may contain agendas, programs, handouts, correspondence, memoranda, related documentation, etc.**	**Until no longer needed for reference**	**General Government**
R.167	**Conferences/workshops Conducted File: Records of conferences/workshops conducted by office/departmental personnel. File may contain agendas, programs, handouts, reports, training materials, critiques, questionnaires, correspondence, memoranda, related documentation, etc.**	**Until no longer needed for reference**	**General Government**
R.168	**Construction Plans: Original or photographic reproduction of architectural plans or technical drawings. May show streets, developments, subdivisions, traffic, utility services, and sectors. NOTE: Access to documentation**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**General Government**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	of restricted/security areas shall be limited to authorized personnel only.		
R.169	Correspondence Files (Elected/Executive Level): Correspondence is related to the administration of a department or division. Communications concerning coordination of programs, Department policy, and responsibilities of a non-routing nature that impact on the Department or its divisions. NOTE: This record group includes the correspondence files of all elected and appointed officials.	2 years after close of fiscal year in which created	General Government
R.170	Correspondence Files (Staff Level): Routine correspondence created or retained below the level of Department director and division levels. Letters and memoranda reflect communication regarding program procedures, general work activities, and responses to information requests.	1 year after close of fiscal year in which created	General Government
R.171	Custodian of Record File: Records documenting the inspection of public records. File may include procedures, custodian of record appointment, requests to review/copy documents, copies of denial to review/copy	A. Until superseded B. 40 months after date of request closure.	City Attorney

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	documents, copies of memoranda extending time to respond to request, copies of memoranda stating that this Department is not responsible for maintaining record requested and is forwarding request to appropriate custodian, copies of material responsive-whether provided or exempt, etc. A. Procedures and custodian of record appointments B. Records of requests filled		
R.172	Day Planners and Schedules of Daily Activities: Records used to keep track of work related events and commitments of Department staff members. Record includes daily appointment books, calendars, and other records indicating dates for meeting and work activities.	Until no longer needed for reference.	General Government
R.173	Department Reports	Until superseded	General Government
R.174	Deposit Slips: Receipt verifying the amount deposited into bank account or deposited with Finance Department A. Bank deposit slips B. Finance Department deposit slips	A. 3 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created	General Government
R.175	Equipment and Supplies File: Records concerning supplies and equipment, including software. File may contain	A. 6 years after termination of warranty B. Until disposition of equipment	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	accounting records, operating manuals, warranties, inventories, related documentation, correspondence, memoranda, etc. A. Warranties B. Equipment records, including operating manuals C. Supply records	C. Until audit report released	
R.176	Feasibility Studies: Studies requested/conducted prior to the acquisition, installation, implementation, and or purchase of new technologies, equipment, properties, projects, etc.	5 years after completion or cancellation of study.	General Government
R.177	Finding Aids (Indexes): Indexes, lists, registers, and other finding aids used to provide access to records.	Until superseded or until related records are destroyed.	General Government
R.178	Herbicide and Pesticide File: Records concerning the use and storage of herbicides and pesticides on City property and right of ways. File may contain storage documentation, application documentation, applicator certification information, herbicide inventory, pesticide inventory, etc.	2 years after date created	General Government
R.179	Incident File: Records concerning unusual occurrences such as injuries to members of the public.	5 years from the end of calendar year in which created	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.180	Insurance Appraisal or Services Files: records concerning insurance appraisal or surveys	Six years after appraisal or survey.	General Government
R.181	Insurance Claims: 1. Records of amounts recovered from insurance companies in connection with losses and of claims against insurance companies, including reports of losses and supporting papers 2. Inspectors' Report and Records of Condition of Property 3.A. Records in connection with claims presented against the company in connection with accidents resulting in damage to the property of others or personal injuries 3.B. Papers, reports, statements of witnesses, etc. necessary to the support or rejection of individual claims against the company	1. 6 years 2. When superseded and outstanding conditions met 3.A. 3 years after settlement 3.B. 3 years after settlement	General Government
R.182	Invoices (City): Copies of invoices issued by various offices/departments supplying goods and or services. Information includes vendor name and address, date of purchase, purchase order number, invoice number, items or services purchased, amounts, total, etc. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created.	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.183	Invoices (Vendor): Invoices submitted by various vendors supplying goods and or services. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 year after close of fiscal year in which created	General Government
R.184	Leave Records: Can include but are not limited to application for leave, leave balance sheets, etc.	Until audit report released for year in which record created	General Government
R.185	Lists/directories: Includes mailing lists, telephone directories and rosters compiled by the department.	Until superseded	General Government
R.186	Maintenance Service File: Records concerning maintenance services conducted for office/department. Files may include work orders, maintenance reports, related documentation, correspondence, memoranda, service agreements, etc. A. Service Agreements filed with contract manager B. All other records	A. 6 years after termination of agreement B. 3 years after date of last entry	General Government
R.187	Manuals of Procedures: Manuals of procedure prepared and published by state agencies for the guidance of public officers and employees engaged in operations required for the efficient operation of state and local government, including but not limited to acquiring space, budgeting, accounting,	A. Until superseded by new manual of procedure	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	purchasing, contracting, vouchering, printing, appointment and dismissal of employees, record maintenance, etc. A. Department copy		
R.188	Material Safety Data Sheets: records concerning safety information on chemical products used by the staff. Material safety data sheet may contain information on chemical ingredients, hazards identification, first-aid measures, firefighting measures, accidental release measures, handling and storage, exposure controls or personal protection, department/division name or vendor name, physical and chemical properties, toxicological information, etc.	Retention: 30 years after discontinuance of substance per 29 CFR 1910.1020(d) (1) (ii)(B)	General Government
R.189	Motion Pictures of Video Recordings	(1) Documentary or training films produced or funded by department/division: while policy is in effect, then transfer to archives for 1 year (2) Films acquired from outside sources for personnel and management training: while personnel or management policy is in effect (3) Routine surveillance	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		footage or recordings: 30 days after date created (4) Footage or recordings that document routing meetings: 30 days after date created	
R.190	Newspaper Releases: Includes news/press releases issued by the City	4 years after close of fiscal year in which created	General Government
R.191	Non-record Materials: The following specific types of materials are defined as A non-record and may be disposed of at the discretion of the Department when they are of no more value/use to the Department. A. Extra copies of correspondence and other documents preserved only for convenience of reference. B. Blank forms, books, etc., which are outdated. C. Materials neither made nor received in pursuance of statutory requirement nor in connection with the functional responsibility of the city. D. Preliminary drafts of letters, reports, and memoranda which do not represent significant basic steps in preparation of recorded documents. E. Notes, audio and video recordings which have been transcribed, except where noted on City retention schedule. F.	None	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	Routing and other interdepartmental forms which do not add any significant material to the activity concerned. G. Stocks of publication and processed documents preserved for supply purposes only. H. Form and guide letters, sample letters, form paragraphs. NOTE: All other materials either related or received in pursuance of statutory requirements or in connection with the transaction of public business which belong to the office concerned are government property and not personal property of the officer or employees concerned. Therefore, any material not included in the above definition cannot be destroyed, given or taken away, or sold without complying with all the statutory requirements specifically relating to said records.		
R.192	**Operator Training Records: Includes all records on training conducted to maintain state certified operators.**	**2 years after employment separation**	**General Government**
R.193	**Payment Invoice Files: records concerning the purchase and payment of goods/services provided by the department/division. File may include**	**(1) Finance department copy: 6 years after close of fiscal year in which created**	**General Government**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	buyer's purchase documents, copy of department/division's invoice, correspondence, memoranda, etc.	(2) Other department copy: 3 years after close of fiscal year in which created	
R.194	Payment Requests: Standard form used to authorize payment or reimbursement of expenses other than payroll. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created	General Government
R.195	Petition Files: records concerning requests on a variety of issues (e.g., special election, ordinance change, traffic light installation, speed bump installation, etc.).	(1) Petitions that initiate an election: Filed in election files (2) All other petitions: 1 year after close of fiscal year in which received	General Government
R.196	Photographs: Photographic proof and negatives of Department activities. Photographs may include identification according to time, place, and Department activity	Until no longer needed for reference	General Government
R.197	Policies and Procedures File: Reference copies of current policies and procedures of government and non-government entities with which the Department deals	Until superseded or obsolete	General Government
R.198	Project Control File: Memoranda, reports and other records documenting assignments, progress, and completion of projects. NOTE: Record series does not include construction project files.	1 year after close of fiscal year in which project completed/canceled	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.199	Quarterly & Annual Reports: Includes state required quarterly and annual reports for various City activities	5 years after close of fiscal year in which created	General Government
R.200	Receipts: Department documents that record the receipt of any form of payment to the Department.	3 years after close of fiscal year in which created	General Government
R.201	Reference Files (Staff Level): Routine office management files retained below the Department director and division levels. Included are convenient copies of memoranda, reports and other reference materials. Topics include such subjects as: job activities, program material, general office information, professional associations, charitable affairs, disaster preparedness, and other related topics.	Until no longer needed for reference	General Government
R.202	Report Of Injuries	4 years after end of calendar year in which submitted	General Government
R.203	Schedules of Daily Activities: records used to keep track of work-related events and commitments of department/division staff members. Record includes daily appointment books, calendars, and other records indicating dates for meeting and work activities	Until no longer needed for reference but no longer than 1 year after close of calendar year in which created	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.204	Special Event Registration Records: Registration forms, vendor registration forms, release of liability forms to participate in special events.	1 year after expiration	Planning and Land Use Department
R.205	Subject Files: Correspondence, memoranda, publications, reports and other information received by Department and filed by subject.	Until superseded or until information no longer needed for reference	General Government
R.206	Supplies and Equipment File: Records concerning supplies and equipment, including software. File may contain accounting records, operating manuals, warranties, inventories, related documentation, correspondence, memoranda, etc. A. Warranties B. Equipment records, including operating manuals C. Supply records	A. 6 years after termination of warranty B. Until disposition of equipment C. Until audit report released	General Government
R.207	Surveys/Maps: Surveys/maps developed by a department to carry out its mission and function. Information concerns roads, property lines, corners, monuments, road marker placements, structures, sites, and other related data.	Until no longer needed for reference	General Government
R.208	Visitor Control Files: registers or logs used to record names of outside contractors, service personnel, visitors, employees admitted to areas.	Retention: 1 year after date created	General Government

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.209	Accident Report File: reports of accidents involving department/division personnel.	(1) Files resulting in no action/claim/litigation: 2 years after date of accident (2) Files resulting in action/claim/litigation: until incorporated into workers' compensation file	Risk & Safety
R.210	Affirmative Action and Equal Opportunity Files: Records concerning department/division's affirmative action/equal opportunity program. File may include regulations and guidelines, policies, reports, studies, correspondence, and related records.	(1) Regulations, policies, guidelines, reference materials: until obsolete or superseded, then transfer to archives for appraisal and final disposal (2) Grievance or complaint files: 1 year after date case closed (3) Compliance reviews: after 5 years (4) Remaining records: 2 years after date created Confidentiality: NMSA 1978, Section 10-15-1 .	Human Resources Department
R.211	Department/division organizational Charts: Records that reflect the organizational structure of the department/division and its divisions. Information includes a diagram, which shows a systematic and symbolic arrangement of an department/division's divisions and program areas by name and function.	1) Executive copy (department/division director, deputy director, and division director): until superseded and until no longer needed for reference, then transfer to archives (2) non-executive copies: until superseded by new organizational char	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.212	Alcohol and Drug Abuse Program File: Records concerning the administration of the department/division's alcohol and drug abuse program	Retention: 3 years after close of fiscal year in which created	Risk & Safety
R.213	Applications for Employment - Rejected	3 years after rejection	Human Resources Department
R.214	Applications for Employment File: Applications for employment within an office or department. File may contain application, resume, letters of reference or recommendation, correspondence, memoranda, related documentation, etc.	(1) Applications and records for individuals hired: transfer to personnel office when individual accepts position (2) Applications and records for individuals not hired: transfer to personnel office when position is filled (3) Unsolicited applications: transfer to personnel office when received	
R.215	Background Investigation Records: Can include but are not limited to application, authorization, investigation, final report, etc. A. Hired employees B. Individuals not hired	A. 3 years after employee terminated or retired B. 3 years after investigation	Human Resources Department
R.216	Classification Study Files: special studies for proposed classifications; can include but are not limited to job description, task statements, methodology, description of study, salary surveys, relative correspondence, etc.	(1) other department: 3 years after created (2) Human Resources Department: 10 years after study is superseded	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.217	Collective Bargaining Files: records concerning transactions with labor organizations representing employees in collective bargaining. Files may contain copy of certification of labor organization as the exclusive representative of employees, mediation documentation and recommendations, agreements, grievances and resolutions D certification correspondence memoranda etc.	(1) Agreements: 6 years after termination of agreement (2) Grievances and resolutions: 3 years after date of resolution (3) All other documentation: until no longer needed for reference	1. City Clerks 2. Relevant Dept. 3. Human Resources Department
R.218	Control Logs include logs for controlling each step of personnel actions from initiation through completion of action	Until all actions are completed	Human Resources Department
R.219	Education and Training Files: can contain but are not limited to material relative to education of training, test booklets, answer sheets, lists of attending employees, course brochures, synopsis, copies of contracts, relative correspondence, etc.	Retention: 3 years after course conducted	Human Resources Department
R.220	Employee Eligibility Verification, (FORM I-9) Files: records documenting the employer's determination, verification and re-verification of eligibility that an employee is authorized to work in the United States. File may include form I-9 (i.e., employee name, address, date of	Retention: 3 years from date of hire or 1 year from date of separation of employment, whichever is later (8 CFR 274A.2) Confidentiality: Portions of this record may be confidential pursuant, but not limited to, 5 USC,	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	birth, social security number, attestation of citizenship, etc.), copy of social security card, copy of employment authorization with photo, copy of driver's license, copy of birth certificate, copy of U.S. citizenship identification card, etc.	Section 552a (i.e., social security number).	
R.221	Employee Listing: May list name, number, position, location, hire date, salary, etc.	Until new listing is issued	Human Resources Department
R.222	Employee Number Logs: Can show number, name, date hired, etc.	Until purpose is served	Human Resources Department
R.223	Equal Employment Opportunity and Affirmative Action Plans: required annual by state and federal law, these are department assessments of internal employment practices with specific policies and procedures designed to eliminate the effects of institutional discrimination.	3 years after issued	Human Resources Department
R.224	Grievance and Complaint Files: can contain but are not limited to complaint and grievance, correspondence, summary of hearing, exhibits, committee, decisions, transcripts, resolutions, depositions, etc.	Destroy 3 years from date of separation from employment	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.225	**Group Insurance Policy Files: records concerning insurance coverage of department/division employees (health, life, accident, and long-term disability).**	**(1) Group insurance policy: 10 years after expiration of policy, provided no claims or suits pending** **(2) Individual employee policy holders' records (waiver and enrollment forms applicable to group insurance in effect): 3 years after employee terminated or retired, or 3 years after termination of effective period** **(3) Claim file: until informational value ends Confidentiality: claim files containing health information are confidential. (14-6-1 NMSA 1978)**	**Human Resources Department**
R.226	**Human Resources Memoranda: Personnel office memorandums**	**(1) other department: until rescinded** **(2) personnel office: Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Human Resources Department**
R.227	**Insurance Records: deduction authorization, request for change, waiver and copies of claims, correspondence, etc.**	**(1) deduction authorization, request for change, waiver: 3 years after employee terminated or retired or 3 years after termination of agreement** **(2) copies of claims, correspondence, etc.: until purpose is served**	**Human Resources Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.228	Job Description Questionnaire: shows department, position, number, current and proposed classification, name of incumbent and supervisor, personnel department signature, description of work performed, etc.	(1) other department: until new listing is issued (2) personnel department: 10 years after replaced	Human Resources Department
R.229	Job Description: Shows job title, definition, supervision and guidelines, examples of work performed, distinguishing characteristics, minimum qualifications, working conditions.	Once new description is issued	Human Resources Department
R.230	Job Postings: Can show position title, range, salary, location, supervisor, qualifications, deadline, etc.	Until position is filled	Human Resources Department
R.231	Job Specification: shows job title, definition, supervision and guidelines, examples of work performed, distinguishing characteristics, minimum qualifications, working conditions	(1) other department: once new specification is issued (2) Human Resources department: 10 years after job specification is replaced	Human Resources Department
R.232	List Of Approved Class Specifications (Classification and Compensation Plan): Shows specification number, range, abbreviated title, full title. A. Other department B. Human Resource Office	A. Until new list is issued B. 3 years after superseded	Human Resources Department
R.233	Notice of Accident - Employee A. Human Resources-original B. Department copy	A. 1 year after case is closed B. 90 days after report is filed	Risk & Safety

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.234	Notice of Changes of Class Specification: shows manifest number, effective date, present class title and specification number, nature of action, etc.	(1) other department: until new list is issued (2) personnel office: 10 years after replaced	Human Resources Department
R.235	Personnel Evaluations: Employee personnel evaluations	Retention: 3 years after issued	Human Resources Department
R.236	Personnel Files: Can include but are not limited to personnel action requests. Salary adjustment notices. Employee payroll information sheets, performance evaluations, correspondence (includes disciplinary actions, commendations, recommendation, etc.). General (includes applications, job descriptions, test grades, certificates, resumes, transcripts, disclaimers, etc.) A. Human Resource Department B. Other Department Copies	A. 55 years after employee terminated or retired B. 3 years after employee retired or terminated	Human Resources Department Relevant Department
R.237	Promotional and Transfer Opportunity Notices (Internal): can show position title, range, salary, location, supervisor, qualifications, deadline, etc.	3 years after issued	Human Resources Department Relevant Department
R.238	Rejected Applications: Rejected job applications	3 years after rejected	Human Resources Department
R.239	Retirement Records: can include but are not limited to application, certification, changes, refunds, financial ledger, correspondence, etc.	Personnel department copy: 3 years after employee terminated or rehired	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.240	Search Committee Files: records concerning activities of specially formed search committees charged with recruiting new or replacement department/division personnel. File may include resumes, applications, correspondence, related records, memoranda, etc.	(1) Applications and records for individuals hired: transfer to personnel office when individual accepts position (2) Applications and records for individuals not hired: transfer to personnel office when position is filled (3) Unsolicited applications: transfer to personnel office when received	Human Resources Department
R.241	Status Change Request: May include rate changes, hires, transfers, promotions, terminations, and employee address update. A. Data Processing B. Other department C. Human Resource Office	A. 5 years after the close of fiscal year in which created B. 3 years after issued. C. Part of the official record include in Personnel file	Human Resources Department
R.242	Surety Bond Files: records concerning surety bond coverage of department/division employees and persons acting on behalf of or in service to the department/division in any official capacity.	(1) Certificate (policy): 10 years after expiration of policy, provided no claims or suits pending. (2) Claim files: 3 years after case closed	Risk & Safety
R.243	Training Course Reports: Mandatory and voluntary training courses taken by employees.	3 Years after course is completed	Human Resources Department
R.244	Unemployment Compensation Claims - Quarterly Printout: Report compiled from records maintained by Employment	2 years after close of fiscal year in which created	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	Security Department; show name and social security number of claimant, eligibility, paid benefits, etc.		
R.245	Worker's Compensation Claim Files: May contain copies of investigation reports medical and documentation reports, copies of medical bill submitted by claimant, record of paid benefits, etc. NOTE: Claim files containing health information are confidential. (14-6-1, NMSA 1978)	3 years after end of calendar year in which created (1) Paper: until entered and verified into system (2) Data: 3 years after no longer employed with the department/division. Confidentiality: portions of record may contain confidential information per 20 CFR 401.	Risk & Safety
R.246	Computer System Access Request: hardcopy input document used to request or modify a user's systems access. Record may contain username, user number, request date, organization or unit identifier code, position title, justification, written approval, user social security number, requested login identity, system name, domain name, group name, restrictions, etc.	(1) Approved systems: 1 year after discontinuance of system, provided all magnetic data files are authorized for disposal or transferred to new or alternate system (2) Disapproved proposed systems: 1 year after date of final action	Information Technology and Telecommunications Department
R.247	Documentation Tape Files: data processing tapes providing documentation for operation systems. Tapes include data systems	5 years from date of final report Confidentiality: Portions of this record may contain confidential information pursuant, but not	Information Technology and Telecommunications Department

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	specifications, systems test documentation, file specifications, user guides, output specifications, reports, and information retrieval data. Proprietary software is confidential (copyright, protection of rights, 17 USC, section 102,106, and 117). System test documentation for approved systems may be destroyed one year after completion of testing.	limited to 44 U.S.C. sec. 3544(a)(1)(A).	
R.248	Electronic Information Security Audit Files: records documenting security audits conducted on electronic information systems. Files may include risk assessment report, business process analysis, final audit report and determinations, correspondence, etc.	2 years after system goes into production	Information Technology and Telecommunications Department
R.249	Test Files: records concerning test results for upgrades, migration or compliance. File may contain system specifications, hardware specifications, computer printouts, notes, correspondence, e-mail, electronic logs, pre and post test results, benchmark results, operating system version, application version, testing personnel name, etc.	3 years after date request completed	Information Technology and Telecommunications Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.250	**Information Technology Service Requests: records documenting requests for technical service assistance. Files may include service request form, response to request, information on the use of computer equipment for program delivery, security authorization form, etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Information Technology and Telecommunications Department**
R.251	**Accession Records: records concerning the acquisition of library monographs, films, photographs, collections, etc. Record may show accession number, author, title, publisher, date of publication, cost of acquisition, etc.**	**Until receipt of materials**	**Community Services Department**
R.252	**Acquisitions File: Materials on order but not yet added to collection**	**Until receipt of materials**	**Community Services Department**
R.253	**Borrower File: Records that authorize patrons to borrow library materials (includes interlibrary loans). May show borrower name, borrower number, expiration date, etc. NOTE: Confidentiality (18-9-4, NMSA 1978)**	**Until obsolete**	**Community Services Department**
R.254	**Borrowing/loaning Records: Records concerning the borrowing and loaning of library materials (includes interlibrary materials). NOTE: Confidentiality (18-9-4, NMSA 1978)**	**Until all borrowing/loaning transactions completed**	**Community Services Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.255	Catalog Of Holdings: Record of library holdings in manuscript, printed catalog, or continuously updated catalog forms.	Until superseded	Community Services Department
R.256	Censorship or Complaint Files: records concerning library material censorship and complaints. File may include evaluations by staff, patron's complaints, final decision documentation, etc.	5 years after date of last entry	Community Services Department
R.257	Challenges to Materials: Records concerning requests for reconsideration of library materials and library review.	10 years after date of last entry	Community Services Department
R.258	Gift Donors File: records concerning the donation of publications and manuscripts to the library. Comply with applicable provisions of legal agreement regarding confidentiality of records concerning each gift. Gift Donors File: records concerning the donation of publications and manuscripts to the library. Comply with applicable provisions of legal agreement regarding confidentiality of records concerning each gift.	5 years after date created	Community Services Department
R.259	Interlibrary Loan Records: Includes loan requests, request logs, and monthly status reports. NOTE: Confidentiality (18-9-4, NMSA 1978)	1 year from end of calendar year in which created	Community Services Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.260	Patron's Registration for Use of Special Library Materials: records concerning the use of rare, valuable, or other restricted library materials. Records may show patron name, patron address, patron signature, etc.	5 years after date materials used. Confidentiality: NMSA 1978, Section 18-9-4	Community Services Department
R.261	Requests for Reproduction of Copyrighted Works: records concerning requests for copyrighted materials. Records may contain files or logs, records of requests made for copies or phonorecords of copyrighted materials, records of the fulfillment of such requests, etc. (includes interlibrary loans).	3 years after the calendar year in which created per United States Copyright Office Circular 21, p. 19 Confidentiality: NMSA 1978, Section 18-9-4	Community Services Department
R.262	Selection Records: records documenting the selection of books and other library materials (monographs, periodicals, films, etc.).	1 year after date created	Community Services Department
R.263	Statistical Reports: Includes annual report submitted to State Library	20 years	Community Services Department
R.264	Arrest Reports (Arrest/Booking Reports): Records the arrest/booking of subject. Information includes subject name, arrest number, physical characteristics arrest date/time, arrest location, arresting officer name, charges, etc. A.	A.1. 5 years after the incident or until investigation closed, whichever is longer. A.2. 5 years after incident date or until juvenile reaches age 19, whichever is less, provided	Municipal Court

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	DPS A.1. Adult records A.2. Juvenile records B. Municipal Court	investigation closed B. 3 years after case closed Confidential: 1.19.8.804.D.2 NMAC, NMSA 1978, Section 32A-2-32	
R.265	Bond Book/CASH BOND RECORD Includes defendant name, name of person who posted the bond, amount of bond, check number and receipt number.	6 years after close of fiscal year in which created	Municipal Court
R.266	Check Register: Record of checks issued for payment of voucher. Register may show check number, vendor name, vendor code, voucher number, voucher date, vendor invoice number, fund (account) number, payment amount, check date, etc.	6 years after close of fiscal year in which created	Municipal Court
R.267	Citations - Penalty Assessment and Non-Traffic (NTC) A. Municipal Court B. Police Department copy	A. 3 years after case closed B. 6 months	Municipal Court
R.268	Court Docket Book: Shows defendant name, docket number, offense, judge, charge, citation number, officer name, disposition, etc.	3 years after case closed	Municipal Court
R.269	Court Docket: record log of civil processes served. Docket may show parties names, attorneys, type of civil process, date of entry, by whom served,	5 years after date logged	Municipal Court

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	date of service, kind of service, police department costs, etc.		
R.270	**Criminal Case File, DWI: Contains criminal docket sheet, Uniform Traffic Citation, criminal complaint, summons, Probable Cause Form, bail bond forms, Condition of Release forms, Notice of Appeal, Warrants, Failure to Appear Notices, Entry of Appearance form, Remand Order, Waiver of Counsel forms, Guilty Plea Proceeding form, transportation documentation, Judgment and Sentence forms, fidelity bond claim, court pleadings, motions, pleadings, notes, briefs, releases, investigative reports, investigator activity logs, transcripts, closing sheets, correspondence, memoranda, etc. NOTE 1: Treatment/psychological evaluations, supervision histories (i.e., probation, mandatory programs, etc.) shall be kept separately.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Municipal Court**
R.271	**Criminal Case File, Non-DWI: Contains Uniform Traffic Citation, criminal complaint, summons, Probable Cause Form, bail bond forms, Condition of Release forms, Notice of Appeal,**	**3 years after case closed**	**Municipal Court**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	Warrants, Failure to Appear Notices, Entry of Appearance form, Remand Order, Waiver of Counsel forms, No Contest forms, transportation documentation, judgment and Sentence forms, fidelity bond claim, court pleadings, motions, pleadings, notes, briefs, releases, investigative reports, investigator activity logs, transcripts, closing sheets, correspondence, memoranda, etc. NOTE 1: Treatment/psychological evaluations, supervision histories (i.e., probation, mandatory programs, etc.) shall be kept separately.		
R.272	**Master Computer Record: Shows docket number, defendant name, defendant personal data, incident location, incident date, etc. NOTE: Court shall insure that both alphabetical and numerical access to case file is produced.**	**10 years after case closed**	**Municipal Court**
R.273	**ADA Compliance Files: Records concerning the Americans with Disabilities Act. File may contain ADA plan, policies, grievance procedures, grievances, resolutions, etc.**	**(1) Plans, policies, and procedures: until superseded or 1 year after affected grievances have been resolved (2) Grievances and resolutions: 1 year after date closed**	**Municipal Court**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.274	Concession Records: Includes agreements, financial reports, approvals, inspections, etc.	6 years after close of fiscal year in which created	Municipal Court
R.275	Damage Reports: Daily reports on vandalism, replacement, repair, date of repair, etc.	5 years after date of report	Municipal Court
R.276	Park And Facility Audit Files: Includes usage reports, improvements, etc.	Until change occurs in equipment	Municipal Court
R.277	Program, Class and Report of Injury Files: A. Includes registration/acknowledgement of risk forms, accident/incident reports, medication forms, restraint forms, inclusion forms, comment/evaluation forms, usage reports, transportation records, lunch program records, attendance and participation reports, etc. B.1 Waiver of liability/Acknowledgement of risk forms/Report of Injury 1. For children under the full age of seven (7) years 2. For children over seven (7) years	A. 3 years after the close of fiscal year in which created B.1. 3 years after the close of fiscal year of child's 9th birthday B.2. 3 years after close of fiscal year in which created	Municipal Court
R.278	Recreation Program Files: records concerning the management of recreational programs (summer recreational programs, recreational leagues, swimming pool). Files may	1 year after close of fiscal year in which created	Municipal Court

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	contain activity rosters, program schedules, work schedules, etc.		
R.279	**Recreational Leagues: Includes rosters, schedules, by-laws, correspondence, season determinations, etc.**	**1 year after league dissolution**	**Municipal Court**
R.280	**Animal Control Files: Records concerning animal control. Files may include violations of animal control ordinances, carcass removal records, animal pound records, licensing documentation, lost and found reports, animal trap records, animal license (tag) copy, etc.**	**(1) Ordinance violation records: 1 year after date of incident (2) Carcass removal records: 30 days after date of removal (3) Animal adoption records: 1 year after date of adoption (4) Euthanasia records: 30 days after date of disposition of animal (5) Financial records: As described in this schedule (6) All other records: 1 year after date created**	**Police Department**
R.281	**Animal Lost and Found Records**	**30 days after reported**	**Police Department**
R.282	**Animal Trap Rental Agreements**	**60 days after trap returned**	**Police Department**
R.283	**Arrest Reports (Arrest/Booking Reports): Records the arrest/booking of subject. Information includes subject name, arrest number, physical characteristics arrest date/time, arrest location, arresting officer name, charges, etc. A. DPS B. Municipal Court**	**A. Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **B. 3 years after case closed**	**Police Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.284	Citations - Penalty Assessment and Non-Traffic (NTC) A. Municipal Court B. Police Department copy	A. 3 years after case closed B. 6 months	Police Department
R.285	Citations Issued A. Municipal Court B. DPS	A. 1 year B. 3 months	Police Department
R.286	Code enforcement Violations Case Files: By case number and includes report of violation, complaints, inspections, notifications, digital photos, video	3 years from date the case is initiated	Police Department
R.287	Complaints And Grievances: Not resulting in investigation	3 years from date the case is initiated	Police Department
R.288	Confidential Source (Informant) Files: Records concerning confidential sources or informants utilized in criminal investigations conducted by DPS. File may contain names of informants, personal and/or criminal history of informants, types of information available through informant, information A. Fiscal information B. All other information	A. Until Audit Report released B. Until no longer needed for reference	Police Department
R.289	Crime Prevention Files: records concerning crime prevention instruction (e.g., workshops, seminars, presentations, etc.) conducted by police department staff. Files may contain	(1) Training materials: until superseded by new materials (2) All other records: 5 years after event date	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	agendas, programs, handouts, training materials, reports, correspondence, etc.		
R.290	**Criminal History Log**	**1 year**	**Police Department**
R.291	**Criminal History Records (Rap Sheet): Record of complete cumulative original history on any subject arrested for a crime by the police department. Information may include any/all the following: name, date of birth, physical description, FBI number, address, employment, marital status, ed Note: Confidentiality (32-2-32, NMSA 9178).**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Police Department**
R.292	**Criminal Incident Automated System: electronic records of all adult and juvenile criminal incidents. Record may show all information from original report of incident (felony or misdemeanor) and pertinent facts surrounding the incident or offense. Information includes incident type, case number, NCIC, entry, incident code, premise type, incident location, incident date, time and date, reporting area, complaint, victim information, subject (suspect) data, arrest data, vehicle data, witness data, narrative, UCR data administrative section, etc.**	**(1) Juvenile data: 2 years after date of incident or at age 19, whichever is longer** **(2) All other data: 5 years after date of incident or until investigation closed, whichever is longer** **Confidential: 1.19.8.826.1, as per NMSA 1978, Section 32A-2-32**	**Police Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.293	Criminal Investigation Case Files: records concerning criminal investigations conducted by police department for the purpose of criminal prosecution. Records created as an enhancement to the investigative portion of the incident report (offense or incident report). Files may contain motor vehicle records, criminal histories, photos, search warrants, arrest warrants, names of confidential sources, etc. Note: evidence and copies of case file may be forwarded to prosecuting attorney.	(1) Adult case files: 5 years after investigation closes (2) Juvenile case file: 5 years after investigation closed or until juvenile reaches age 19 whichever is less Confidential: both 1.19.8.805.D.1, and 2 NMAC, NMSA 1978, Section 32A-2-32	Police Department
R.294	Department Report	2 years after close of fiscal year in which created	Police Department
R.295	Emergency Action Books: Guidelines and or checklists for use in the emergency operations center.	Until no longer needed for reference	Police Department
R.296	Emergency Management Reports and Records: Periodic reports required by state and federal management agencies as well as exercise participation and evaluation reports and records of emergency management training	5 years after close of federal fiscal year in which created	Police Department
R.297	Extradition Files: records concerning the extradition and transport of prisoners. Files may include court order,	Retention: 3 years after close of fiscal year in which created	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	reimbursement voucher, travel arrangements, pre-booking documentation, receipt for prisoner, etc.		
R.298	**Gang Activity File: records concerning local gang activity. File may contain gang identifier information, gang history, gang membership lists, crime involvement information, etc.**	**Until informational value ends Confidential: NMSA 1978, Section 32A-2-32**	**Police Department**
R.299	**Incident Reports (Offence/Incident Reports): records the original report of incident (felony or misdemeanor) and pertinent facts surrounding the incident or offense. Reports may show incident type, case number, NCIC entry, incident code, premise type, incident location, incident date, time date, reporting area, complaint, victim information, subject (suspect) data, arrest data, vehicle data, witness data, narrative, UCR (Uniform Crime Reporting) data administrative section, etc.**	**(1) Adult records: 5 years after date of incident or until investigation closed, whichever is longer (2) Juvenile records: 5 years after date of incident or until juvenile reaches age 19, whichever is less, provided investigation closed Confidential: 1.19.8.803.D.2 NMAC, NMSA 1978, Section 32A-2-32**	**Police Department**
R.300	**Indexes And Registers of Case Files Record of cases prior to current computer system.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Police Department**
R.301	**Internal Affairs Case File: records concerning complaints against officers or**	**(1) Disciplinary action taken: 3 years after termination of officer**	**Police Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	civilian employees and consequent investigation. File may include complaint, tapes or transcriptions, staff inspection order, order to appear, evidence (e.g., tapes, videos, reports, photographs, etc.), police reports copies, medical releases, supplementary offense report (investigation summary), review order (chain of command review), case reviews with case recommendation, determination, determination notification copy, etc.	(2) Dismissed or cleared: 3 years after complaint dismissed or cleared Confidential: NMSA 1978, Section 14-2-1.A unless appealed through an administrative open meeting process	
R.302	NCIC Records: Filed by case number concerning stolen vehicles, guns, articles, license plates, missing persons, wanted persons, etc.	Until cleared, canceled or purged due to expiration (in accordance with the NCIC operating rules)	Police Department
R.303	NCIC Validation Schedule	Until cleared, canceled or purged due to expiration (in accordance with the NCIC operating rules)	Police Department
R.304	NMLETS Operating Manual	Until superseded by new manual	Police Department
R.305	Oath of Office: originals or copies of oaths of persons serving as police officer. Oath may show department name, name of officer, affidavit,	Retention: 1 year after termination of service	Police Department
R.306	Parking Violation Citations: municipal parking violation citation that shows vehicle license plate number, vehicle	3 years after date citation issued	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	make and model, type of parking violation, fee, instructions, etc.		
R.307	Pawn Shop Tickets: Record of description of material received from customer and customer signature.	1 month after entered computer system	Police Department
R.308	Pawnbroker Files: records concerning local pawnbroker shops. Files may contain reports submitted to law enforcement department by local pawnbrokers as required by the Pawnbrokers Act (Section 56-12-9 NMSA 1978) and information on pawn inspections by police department. Pawnbroker reports may show name of item; description of the item, including make and model number; date of transaction; time of transaction; type of transaction; name and address of person offering item; description of person offering item; type of identification used by person offering item; etc.	5 years after date created	Police Department
R.309	Property & Evidence Record: Record of property and/or evidence either seized, found or impounded. Includes date/time/location of property acquisition, acquiring officer, type of offense, case number, suspect name,	1 year after date of disposition of all property or evidence for this case	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	property owner's name and address, item description, serial number or controlled substance weight, investigative section case referred to, property disposition information, etc. The chain of events portion of record may show name/number of lockers in which evidence is placed, date and name of officer placing evidence in storage, date and name of person removing evidence from storage, location in evidence room where evidence is placed. Information on disposition of evidence, officer's signature, etc.		
R.310	Property or Evidence Records: record of property or evidence either seized, found, or impounded. Receipt portion of record may show property either seized or found (date, time, location of property acquisition, acquiring officer, type of offense, case number, suspect name, property owners name and address, item description, serial number or controlled substance weight, investigative section case referred to, property disposition information, etc. Chain of events portion of record may show name or number of	1 year after date of disposition of all property or evidence for this case	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	locker in which evidence is placed, date and name of officer placing evidence in storage, date and name of person removing evidence from storage location in evidence room where evidence is placed, information of placing or removing evidence in or from evidence room (storage), certificate of release, receivers signature, property officers signature, information on disposition of evidence by evidence office, evidence officers signature, etc.		
R.311	Radio Frequency/Telephone Audio Recordings (911 Recorded Calls): Radio frequency/telephone audio recordings of emergency and/or non-emergency calls received. Portions of recording may be confidential (i.e., names of minors, suspect information, etc.). Recordings may be copied and filed with investigative portion of incident reports.	3 years after date of call	Police Department
R.312	Restraining Orders	Until expires	Police Department
R.313	Seizure or Forfeiture Files: records concerning property or goods seized by law enforcement entities and released by the state or federal government to the municipality. Files may include copy of	6 years after close of fiscal year in which property was transferred to municipality	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	application for transfer of forfeited property or goods, inventory of property or goods, asset control information, purchase order copies, financial reports, etc.		
R.314	**Teletype File: teletypes received from other law enforcement entities (e.g., local, state, federal, foreign, etc.). Teletype may contain notice of criminal activity, request for information, facsimile, composite drawing, photograph, etc.**	**Until informational value ends or 1 year after date received, whichever comes first**	**Police Department**
R.315	**Uniform Accident Report: MVD prepared uniform accident report that shows date, time of accident, location, persons involved, vehicles involved, vehicle or property damage, injury codes, seat belt codes, witness information, road and weather conditions, apparent contributing factors, driver or pedestrian sobriety or physical condition, diagrams, etc.**	**5 years after date of accident (NMSA 1978, Section 30-1-8D)**	**Police Department**
R.316	**Uniform Crime Report (UCR)**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Police Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.317	Uniform Traffic Citations: MVD prepared uniform traffic citation that shows citation number, name, address, city, state of person charged, physical description, age, sex of person charged, registration number, year, state, make, type of vehicle involved, state, number of driver's license, specific section number and common name of offense charged under NMSA 1978 or of local law, date, time of arrest, arresting officers signature, identification number, conditions existing at the time of violation, notice to appear information, penalty assessment notice, warning notice, etc.	3 years after date citation issued (NMSA 1978, Section 30-1-8H)	Police Department
R.318	Vehicle Accident Report File: records concerning each vehicle accident reported on department/division property. File may include medical records, offense or incident reports, affidavits, photographs, diagrams, related documentation, correspondence, memoranda, etc.	(1) Fatal accidents: 25 years after date of accident (2) non-fatal accidents: 10 years after date of accident Confidentiality: (NMSA 1978, Sections 66-7-213, 66-7-215 and 14-6-1)	Police Department
R.319	Victor Numbers Log: Log of abandoned vehicles	3 years	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.320	Video Recordings	(1) Evidentiary footage or recording (i.e., footage or recordings of DWI arrests or any criminal incident): 1 year after date of incident or 60 days after date of court disposition, whichever is less (2) Booking area footage or recording: 90 days after date created (3) Routine surveillance footage/recordings (e.g., footage or recordings of entrance or exit areas, car parking areas, etc.):	Police Department
R.321	Warrants of Arrest: Includes active warrants.	5 years after prosecution completed	Police Department
R.322	Wrecker Log (Impound Log): record of vehicles towed away. Log may show date and time, name of wrecking company, operator, make of vehicle, license number, owner, location, reason for towing vehicle, etc.	1 year after close of fiscal year in which created	Police Department
R.323	Wrecker Log record of vehicles towed away. Record may show date and time, name of wrecking company, operator, make of vehicle, license number, owner, location, reason for towing vehicle, etc.	1 year after close of fiscal year in which created	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.324	**Appraisal of Property Values: Shows description of land, location, acreage or footage, value, depreciation, etc.**	**2 years after new appraisal is made**	**Public Works Department**
R.325	**Building Appraisals: Shows description of building surveyed, square footage, type of structure, estimated replacement cost, value and depreciation, etc.**	**2 years after new appraisal**	**Public Works Department**
R.326	**Construction Records: A. Includes engineering specifications and as-builts for water systems, wells, and wastewater systems. B. Reservoir design file and soil surveys**	**A. Permanent** **B. Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Works Department**
R.327	**Customer Complaint Files Specific to Administration and Utilities Department.**	**5 years**	**Public Works Department**
R.328	**Customer Installation Work Order: Includes customer name, address, description of work, meter reading information, installation charges, etc. A. Hookups B. Line extensions**	**A. 7 years from date of work order** **B. 6 years after contract terminates**	**Public Works Department**
R.329	**Customer Service: A. Customer file B. Work orders C. Work orders - daily summary**	**A. 3 years after cancellation of utility service B. 3 years C. Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Works Department**
R.330	**Discharge of Effluent Permit Files: records concerning the discharge of effluent. Files may contain National Pollutant Discharge**	**10 years after destruction of facility**	**Public Works Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	Elimination System (NPDES) permit application, permit for discharge of effluent, compliance monitoring reports, inspection reports, non-EPDES permits, notice of intent to discharge effluent, plans, specifications, enforcement actions, etc.		
R.331	**District Maps: Shows the current geographical boundaries of each district**	**4 years after districts are changed and new map is prepared**	**Public Works Department**
R.332	**Easement Records: Includes agreements, plans, etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Works Department**
R.333	**Equipment: Small Equipment & Vehicle Maintenance Log: Includes oil check maintenance log.**	**4 years after vehicle disposed of**	**Public Works Department**
R.334	**Fleet Maintenance Records: Includes work orders, repair orders, work schedules, maintenance orders, maintenance schedules, daily work reports and logs, etc.**	**4 years after close of fiscal year in which created**	**Public Works Department**
R.335	**Flow Charts - Influent and Effluent**	**10 years**	**Public Works Department**
R.336	**Gasoline Usage and Mileage Records**	**1 year**	**Public Works Department**
R.337	**Geographic Information System (GIS) Records: Includes atlases, street maps, lot specific data, zoning, property ownership, legal description, street addresses**	**Until no longer needed for reference**	**Public Works Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.338	**Infrastructure Development Plans: records concerning plans for future infrastructure development. Files may contain feasibility studies, statistical reports, history documentation, maps, plans, plats, etc.**	**(1) Projects approved: Permanent***Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **(2) Projects not approved: 5 years after close of fiscal year in which submitted to municipal governing body**	**Public Works Department**
R.339	**Key Accountability Records: records relating to accountability for keys issued.**	**(1) For security areas: 3 years after keys turned in (2) All other areas: 6 months after keys turned in**	**Public Works Department**
R.340	**Line Location Files: requests to locate underground utility lines. Files may contain requests, work order, etc.**	**Retention: 3 years after close of fiscal year in which work order issued**	**Public Works Department**
R.341	**Maintenance work orders**	**1 year after fiscal year in which created**	**Public Works Department**
R.342	**Maps And Plans: Show streets, developments, subdivisions, traffic, population, utility services, sectors, neighborhood plans, (includes as-builts) etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Works Department**
R.343	**Meter Reading Files: records concerning measurement of utility usage. Record may show customer name, meter number, meter size, meter location, meter reading, billing address, etc.**	**Retention: 3 years after close of fiscal year in which created**	**Public Works Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.344	Miscellaneous: 1. Permit Updates to Regulatory Agencies 2. Legal Proceedings Status Report 3. Statistical Report 4. Construction Statistics Report	1. 1 year 2. 2 years 3. As needed, not to exceed 2 years 4. 2 years	Public Works Department
R.345	Parts Log and Inventory	10 years	Public Works Department
R.346	Plant and Depreciation: 1. Construction Work in Progress ledger 2. Construction monthly status report 3. Capital equipment retirement work orders 4. Unencumbered Net Capital Expenditure Report 5. Construction monthly report 6. Main Extension Agreements	1. 7 years 2. 7 years 3. 7 years 4. 7 years 5. 7 years 6. 7 years after termination	Public Works Department
R.347	Project Files: Includes projects and studies for right-of-way easements, sewer line construction, etc.	10 years after completion or cancellation, then review for historical value	Public Works Department
R.348	Project Files: Includes projects and studies for wastewater treatment, water supply planning, etc.	10 years after completion or cancellation, then review for historical value	Public Works Department
R.349	Public Property Claim Files: Contain damage survey reports, cost estimates, schedule of payments, etc.	3 years after case closed	Public Works Department
R.350	Public Utility Customer Service Files: records concerning the application for utility service. Files may contain application for service, deposit information, cancellation	3 years after close of fiscal year in which canceled, or deposit refunded to customer	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.351	Public Utility Maintenance Files: records concerning maintenance of utility distribution or collection lines and services (e.g., water lines, sewer lines, gas lines, electrical lines, cable lines, water wells, water hydrants, etc.). Files may include work schedules, personnel schedules, daily work logs, check lists, inspections, work reports, etc.	(1) Annual summary report: 10 years after close of fiscal year in which created (2) All other records: 5 years after close of fiscal year in which created	Public Utilities Department
R.352	Public Utility Service Files: records concerning customer-initiated complaint or request for service. File may contain request for service, complaint of service, site evaluations, work orders, service logs, memoranda, inspections, billings copies, etc.	Retention: 3 years after close of fiscal year in which created	Public Utilities Department
R.353	Purchases and Stores: 1. Purchased orders 2. Materials issued tickets 3. Materials returned to stock tickets 4. Monthly summary of materials 5. Annual physical inventory 6. Materials and supplies perpetual inventory record cards 7. Automated Perpetual Inventory Report	1. 6 years 2. 3 years 3. 3 years 4. 3 years 5. 3 years 6. Permanently. May destroy filled cards 2 years after last date on card. 7. Permanently. May destroy filled cards 2 years after last date on card.	Public Utilities Department
R.354	Report Of Water Usage by Zone	10 years from date of report	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.355	Revenue Accounting and Collecting: 1. Customer service contracts 2. Copies of rate sheets and schedules of utility service 3. Customer deposit records 4. Meter reading schedules 5. Meter reading sheets, meter reading book lists 6. Summaries of revenues individual book and total system 7. Monthly summary of revenues reports 8. Monthly summary of adjustments reports 9. Customers' ledgers - billing registers 10. Adjustment ledger and batch control ledger billing books 11. Adjustment memos, final bill memos, daily balance control, and batch transmittal summaries 12. Payment stubs 13. Posted cash listing 14. Collection Agents/reports 15. Accounts payable records	1. 7 years after cancellation 2. 7 years after expiration or suppression 3. 7 years after refund 4. 7 years 5. 7 years 6. 7 years 7. 7 years 8. 7 years 9. 7 years 10. 7 years 11. 7 years 12. 7 years 13. 7 years 14. 7 years 15. 7 years	Public Utilities Department
R.356	Safe Drinking Water Act (SDWA): 1. Bacteriological tests results 2. Chemical analyses 3. Reports of sanitary surveys 4. Action taken to correct violations 5. Variances and/or exemptions	1. 5 years 2. 10 years 3. 10 years 4. 10 years 5. 10 years after expiration	Public Utilities Department
R.357	Sludge Disposal Files: records concerning the wasting, hauling, and composting of sludge. Files may contain waste monitoring reports, hauling application	5 years after date in which created (40 CFR 122.41)	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	copy, composting application copy, hauling permit, composting permit, etc.		
R.358	System Maintenance: A. Operator's daily logs and reports of operation B. Equipment logs and reports (booster pumps, etc.) C. Valve records D. Fire hydrant records E. Reports on inspections and repairs of all street or paving cuts F. Meter records G. Work orders H. Water/wastewater line maintenance/repair records I. Cross connection/backflow prevention program J. Sewer manhole inspection	A. 6 years B. Life of pump C. Life of valve D. Life of hydrant E. 6 years F. Life of meter G. 3 years H. 5 years I. Life of device J. Life of manhole	Public Utilities Department
R.359	Traffic Signals Intersection Files: records concerning the acquisition and maintenance of municipal traffic signals. Files may include product literature, traffic planning studies, traffic controller drawings, intersection drawings, timing progressions, turning count totals, etc.	(1) Product literature, drawings, and timing progressions: until disposition of traffic controller unit (2) All other records: 5 years after date created	Public Utilities Department
R.360	Utility Billing Register: monthly listing of billed amount for utility service. Register may show account name and address, account number, utilities charged, amounts	(1) End-of-year register: 3 years after close of fiscal year in which created (2) Monthly register: until audit report released	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.361	Utility Customer Computer Listing: Show customers name, address, number of charges, etc.	Until supersedes by new listing	Public Utilities Department
R.362	Utility Turnoff Notice and Delinquent Report: listing of utility customers marked for service disconnection. Listing may show customer names and addresses, service addresses, account numbers, delinquent amounts, etc.	3 years after close of fiscal year in which created	Public Utilities Department
R.363	Vehicle Files: records concerning the history of municipal-owned or leased vehicles. Files may include purchase or lease information, warranty documentation, maintenance documentation, maintenance expenditure information, disposal information, etc.	Retention: 3 years after disposition of vehicle	Finance Department
R.364	Vehicle Maintenance File: Records concerning vehicle and mobile equipment maintenance. File may include master list of routine maintenance, fleet maintenance requests, work orders, price breakdowns, etc.	Until vehicle disposed of	Finance Department.
R.365	Vehicle Maintenance Files: records concerning the maintenance performed on municipal owned vehicles. Files may	3 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	include work orders, repair orders, work schedules, maintenance orders, maintenance schedules, work reports, etc.		
R.366	Vehicle Parts Inventory: Inventory of parts to be used for maintenance of city-owned vehicles.	3 years after close of fiscal year in which created	Finance Department
R.367	Wastewater Plant Records: A. NPDES/State discharge plans B. Includes treatment activities and maintenance activities. C. Process control records - routine D. Report to Environment Dept - monthly E. Quality assurance testing F. Sludge hauling and waste records G. Plant major equipment	A. 3 years after destruction of facility B. 10 years C. 3 years D. 10 years from date of report E. 5 years F. 3 years G. Life of device	Public Utilities Department
R.368	Wastewater Treatment Facility Files: records concerning the design and construction of municipal wastewater treatment facilities. Files may contain feasibility studies, engineering designs, engineering drawings, soil surveys or studies, geological surveys or studies, construction plans, inspection copies, etc.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Public Utilities Department
R.369	Wastewater Treatment Facility Maintenance Files: records concerning maintenance of wastewater treatment	(1) Annual summary report: 10 years after close of fiscal year in which created	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	facilities. Files may contain work schedules, personnel schedules, daily work logs, checklists, inspections, work reports, etc.	**(2) All other records: 3 years after close of fiscal year in which created**	
R.370	**Water Production Records A. Water level report - quarterly B. Pump operation logs C. Well maintenance record D. Preventive maintenance inspection records E. Report to State Engineer - Monthly F. Routine chlorine residual testing G. Well field yearly production H. Well and pump station reports and studies**	**A. 10 years B. 6 years C. Life of well D. Life of equipment E. 10 years F. 6 years G. 10 years H. 6 years**	**Public Utilities Department**
R.371	**Water Rights Purchase Permits**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Utilities Department**
R.372	**Water Storage and Supply Maintenance Files: records concerning the maintenance of municipal water storage and supply facilities. Files may contain work schedules, personnel schedules, daily work logs, check lists, inspections, work reports, periodic reservoir reports, periodic water level reports, reservoir water readings, well production reports, etc.**	**(1) Annual summary report: 10 years after close of fiscal year in which created (2) All other records: 5 years after close of fiscal year in which created**	**Public Utilities Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.373	**Water Storage Facility Files: records concerning the design and construction of municipal water supply or storage structures. Files may contain engineering designs, engineering drawings, soil surveys or studies, geological surveys or studies, construction plans, inspection copies, etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Utilities Department**
R.374	**Water/Wastewater Plant Records: A. Pump curves B. SCADA Telemetry**	**A. Life of pump** **B. 10 years**	**Public Utilities Department**
R.375	**Work Order Files: work orders submitted to maintenance office or physical plant**	**(1) Reference copy (copy maintained by entity requesting work): until work completed** **(2) Maintenance office/physical plant copy: 1 year after work completed**	**Public Utilities Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

FIR No. 10537

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Records Retention and Management

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City of Santa Fe Clerk's Office

Staff Completing FIR: Geralyn Cardenas **Date:** March 29, 2023 **Phone:** 505-955-6519

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Mar 31, 2026 16:55:59 MDT) **Date:** 03/31/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 2, 2026 10:55:44 MDT) **Date:** 04/02/2026

Summary:
The City of Santa Fe's current record retention and maintenance of documents is outdated and does not include guidelines and procedures on how to archive digital records. The resolution repeals Resolution No. 2003-33 and would adopt a new record retention and maintenance schedule, which is attached as "Exhibit A".

Departments Affected:
All City of Santa Fe Departments

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will continue to have an outdated records management process and will continue to lack formal guidelines for maintaining digital records. The Records and Archives Center will soon run out of space to store records.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2003-33

Performance and Administrative Implications:
The Records and Archives Center will soon run out of space.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact.

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

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

Expenditure Narrative:

Revenue

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

Revenue Narrative:

Signature: 

Email: gfcardenas@santafenm.gov

Signature:

Email: ccmontoya@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO RESOLUTION NO. 2026-__
Records Retention and Management

The following members of the Governing Body joined sponsorship of this legislation:

Paul Bustamante (Apr 1, 2026 15:35:44 MDT)

Paul Bustamante, Councilor

03/31/2026
Date

00000.1

Date: April 2, 2026

To: Mayor Michael J. Garcia
Governing Body
Quality of Life Committee, Public Works and Utilities Committee

Via: Brian Moya, Interim City Manager

From: Heather L. Lamboy, AICP
Planning & Land Use Director

RE: Joint Resolution Regarding Annexation of Area 1B

EXECUTIVE SUMMARY:

This joint resolution between the City of Santa Fe ("City") and Santa Fe County ("County") would terminate Phase 3 of the Annexation Phasing Agreement as well as the Settlement Agreement and Mutual Release of Claims Between the City of Santa Fe and Santa Fe County. It would also waive the City's right to challenge the County's designation of a Traditional Historic Community of Agua Fria. Lastly, the resolution would agree to reconvene, with the County, the Extra Territorial Land Use Authority ("ELUA") to make any necessary extraterritorial land-use ordinance changes to effectuate the City and County's decision to terminate Phase 3 of annexation.

BACKGROUND:

In 2008, the City and the County executed a settlement agreement and an annexing phasing agreement agreeing that the City would annex seventeen areas of the County into the City. The agreements contemplated three phases of annexation. The City completed Phase 1 in 2009. In 2008, the City and the County also signed the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement ("JPA"). The JPA stated that the City and County "shall adopt City zoning ordinances as the Extraterritorial Zoning Ordinance for that zone and shall expressly delegate to the City all decisions over zoning" for land within the 'Presumptive City Limits.'"

In 2013, the City and the County amended the Annexation Phasing Agreement to remove Area 18 from the annexation plan and to complete the annexation of Area 1 in two parts: the southern portion of Area 1 ("Area 1A") would be annexed into the city in Phase 2 and the northern portion of Area 1 ("Area 1B") would be annexed into the City in Phase 3. The City completed Phase 2 and annexed Area 1A in 2013. Area 1B has not yet been annexed.

In response to a petition filed by Santa Fe County constituents requesting to remain in the Agua Fria Traditional Historic Village and to not be annexed into the City as contemplated by Ordinance 2009-51, which implemented the Annexation Phasing Agreement between the City of Santa Fe and Santa Fe County, Santa Fe County Commissioners and the City of Santa Fe Mayor and Councilors from District 1 met to discuss whether annexation Area 1B should proceed. It was decided that a City-County engagement meeting should occur to discuss the petition to keep Area 1B in the County's jurisdiction.

The engagement meeting took place at the Food Depot on March 19, 2026. Following introductions by Mayor Garcia, Councilor Feghali, Councilor Castro, Commissioner Cacari-Stone, and Commissioner Adam Johnson, a community engagement session was held to discuss three options. The options included (1) taking no action, (2) the elimination of the presumptive annexation, and (3) a targeted carve-out which would include an area planned by Homewise for the Los Senderos development. All options were considered by the community members.

The no-action option was broadly rejected by community members. The elimination of the presumptive annexation was broadly preferred by all 7 breakout groups, with community members stating that it would enable local control and provide a simpler path for applying jurisdictional regulations. The targeted carve-out was seen as complex, risky, and potentially inequitable. Among other concerns, comments included concern regarding "checkerboard" development and the lack of certainty of the application of City and County regulations.

Based on the feedback received, an agreement was reached among the Mayor, City Councilors, and County Commissioners to proceed with eliminating the presumptive annexation. The City-County team decided that certainty in the application of City and County codes is important, and that eliminating the presumptive annexation area would provide clear direction for future development. Furthermore, if annexation requests were made to the City, they could be considered subject to the process outlined in City Code found Section 14-2.1(D)(1) SFCC 1987.

ATTACHMENTS:

Resolution

Fiscal Impact Report

Signature: 

Email: hllamboy@santafenm.gov

SANTA FE COUNTY

RESOLUTION NO. 2026-___

INTRODUCED BY:

Commissioner Lisa Cacari Stone Commissioner Adam Fulton Johnson

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Alma Castro Councilor Patricia Feghali Mayor Michael Garcia

A RESOLUTION

DIRECTING STAFF TO BRING FORWARD AN AMENDMENT TO THE SETTLEMENT AND ANNEXATION PHASING AGREEMENTS TO TERMINATE PHASE THREE OF ANNEXATION, TO WAIVE THE CITY'S RIGHT TO CHALLENGE SANTA FE COUNTY'S DESIGNATION OF A TRADITIONAL HISTORIC COMMUNITY OF AGUA FRIA, AND TO CONVENE, WITH SANTA FE COUNTY, THE EXTRATERRITORIAL LAND USE AUTHORITY TO MAKE ANY NECESSARY EXTRATERRITORIAL LAND-USE ORDINANCE CHANGES TO EFFECTUATE THE CITY AND COUNTY'S DECISION TO TERMINATE PHASE THREE OF ANNEXATION.

WHEREAS, the City of Santa Fe ("City") and Santa Fe County ("County") entered into the Settlement Agreement and Mutual Release of Claims dated May 19, 2008 (the "Settlement Agreement"); and

WHEREAS, the City and County executed Agreement No. 08-1112, Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County ("Phasing Agreement") on February 10, 2009, dividing the annexation into three phases, encompassing 18 discrete areas; and

WHEREAS, the City adopted Ordinance No. 2009-51 on November 10, 2009, which annexed approximately one thousand nine hundred fifty-six (1,956) acres ("Phase 1") in accordance with the "Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County", and which includes areas 3,6,8,9,10,11,13,15,16,17, and the Interstate 25 right-of-way between Old Pecos Trail and New Mexico Highway 599; and

WHEREAS, in June of 2013 the City and County finalized "Amendment No. 1 to the Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County" ("Amendment No. 1"), specifying that the annexation of the remainder of Area 1 would be "completed within five years of the execution of this Amendment"; and

WHEREAS, the City adopted Ordinance No. 2013-36 on November 13, 2013, which annexed approximately four thousand one hundred (4,100) acres ("Phase 2") in accordance with the Phasing Agreement, executed in 2009 and amended in June of 2013, and which includes the first portion of Area 1, as well as areas 2,4,5,7,12 and the New Mexico Highway 599 right-of-way between Interstate 25 and the current City Corporate Boundary east of the Camino La Tierra Interchange; and

WHEREAS, Ordinance No. 2013-36 did not address the remainder of Area 1; and

WHEREAS, the County adopted Resolution No. 2017-27 requesting discussion of removal of the remainder of Area 1 from the Settlement Agreement; and

WHEREAS, the County and City adopted a Joint Resolution, County Resolution No. 2021-105 and City Resolution No. 2022-1, establishing negotiating teams to develop non-binding proposals for open items related to implementation of the Settlement Agreement, and one of the open items identified was the remainder of Area 1; and

WHEREAS, the Joint Resolution No. 2021-105 and No. 2022-1 resolved that City and County negotiation representatives would present "principles of agreement on all open annexation items" to the Board of County Commissioners and to the Governing Body of the City by April 13,

2022; and

WHEREAS, uncertainty over the future of the remainder of Area 1 led to qualified electors in Area 1B filing petitions, including a petition titled "A Petition Requesting the Board of County Commissioners of Santa Fe County, New Mexico to Adopt An Ordinance Declaring 'Area 1B' to be Part of the Traditional Historic Community of Agua Fria, Or Adopt an Ordinance Halting Planned C[i]ty Annexation and Declaring 'Area 1B' to be Retained in Santa Fe County'", and requesting that the County enlarge the Traditional Historic Community ("THC") of Agua Fria to encompass some or all of the remainder of Area 1; and

WHEREAS, separate and apart from prior proceedings on petitions related to Area 1B, the Santa Fe County Board of County Commissioners adopted Resolution No. 2025-113, A Resolution Concerning the Petition Requesting the Board of County Commissioners of Santa Fe County, New Mexico to Adopt an Ordinance Declaring "Area 1B" to be Part of the Traditional Historic Community of Agua Fria or Adopt an Ordinance Halting Planned C[i]ty Annexation and Declaring "Area 1B" to be Retained in Santa Fe County, and reaffirming its commitment to resolve, through good-faith negotiation with the City of Santa Fe, the status of Area 1B and other unresolved issues related to annexation, recognizing the importance of intergovernmental collaboration to provide clarity, stability, and responsive governance for affected residents;

WHEREAS, over several decades, residents of the remainder of Area 1 have consistently and repeatedly expressed, through formal petitions, public hearings, community organizing efforts, published opinion pieces, participation in City and County processes, and recent engagement in the March 19, 2026 community forum and joint working group, a clear and sustained preference to remain under County jurisdiction, to protect the rural character and existing way of life, and, in some cases, to seek inclusion

within the Traditional Historic Community of Agua Fría; and

WHEREAS, the City of Santa Fe and Santa Fe County desire to resolve these outstanding annexation issues; and

WHEREAS, the remainder of Area 1 has not been annexed; and

WHEREAS, the City and the County would like to amend the Settlement Agreement and the Phasing Agreement to eliminate Phase 3 of Annexation; and

WHEREAS, the City and County desire to amend the Extraterritorial Land Use Code to the extent necessary to effectuate the amendment to the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODIES OF THE CITY OF SANTA FE AND SANTA FE COUNTY that the City Manager and County Manager shall expeditiously work together with and direct staff to bring forward for consideration by the Governing Bodies of the City of Santa Fe and Santa Fe County, amendments to the Settlement Agreement and Phasing Agreement that:

1) terminate Phase 3 of Annexation; and
2) waive the City's right to challenge the County's designation of some or all of the remainder of Area 1 as part of a Traditional Historic Community, pursuant to NMSA 1978, Section 3-7-1.1; and
3) reconvenes, with the City and County, the Extra Territorial Land Use Authority (ELUA) to make any necessary extraterritorial land-use ordinance changes to effectuate the City and County's decision to terminate Phase 3 of annexation; and
4) does not preclude owners of property in the remainder of Area 1 that may not be included in a Traditional Historic Community from petitioning the City to annex their property and which does not require the City to approve any such requested annexation.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Joint Resolution Regarding Annexation of Area 1B

FIR No. 10754.1

FISCAL IMPACT REPORT

General Information:

Bill: _____ **Resolution:** x

Short Title(s): Joint Resolution Regarding Annexation of Area 1B

Sponsor(s): Councilor Alma Castro, Councilor Patricia Feghali, and Mayor Michael Garcia

Reviewing Department(s): City Attorney's Office; Planning & Land Use Department

Staff Completing FIR: Heather Lamboy **Date:** 4/2/2026 **Phone:** (505) 470-5281

Reviewed by City Attorney: Marcos Martinez **Date:** _____

Reviewed by Finance Director: _____ **Date:** _____
ANDREA PHILLIPS (Apr 3, 2026 12:16:36 MDT)

Summary:
This joint resolution between the City of Santa Fe ("City") and Santa Fe County ("County") would terminate Phase 3 of the Annexation Phasing Agreement ("Phasing Agreement") as well as the Settlement Agreement and Mutual Release of Claims Between the City of Santa Fe and Santa Fe County (the "Settlement Agreement"). It would also waive the City's right to challenge the County's designation of a Traditional Historic Community of Agua Fria. Lastly, the resolution would agree to reconvene, with the County, the Extra Territorial Land Use Authority ("ELUA") to make any necessary extraterritorial land-use ordinance changes to effectuate the City and County's decision to terminate Phase 3 of annexation.

Departments Affected:
City Attorney's Office, City Manager's Office, Planning & Land Use Department, Division of Affordable Housing, Public Works and Utilities

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City and County will be required to initiate the negotiations regarding the annexation of Area 1B, as required by the Phasing Agreement and the Settlement Agreement.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2009-01; Ordinance No. 2009-51; Ordinance No. 2013-36; Resolution No. 2017-27; Joint Resolution: County Resolution No. 2021-105 and City Resolution No. 2022-1

Performance and Administrative Implications:
If the resolution is adopted, city staff will draft an amendment to the Phasing Agreement and the Settlement agreement for consideration by the Extraterritorial Land Use Commission, which is the Extraterritorial Land Use Authority who will make recommendations to the Governing Body and Board of County Commissioners for final action. The amendment would accomplish the following three items: 1) terminate Phase 3 of the Phasing Agreement and the Settlement Agreement; waive the City's right to challenge County's designation of a traditional historic community of Agua Fria, and 3) convene, with the County,

the Extraterritorial Land Use Commission and the Extraterritorial Land Use Authority to make any necessary extraterritorial land-use ordinance changes to effectuate the City and County's decision to terminate Phase 3 of annexation.

Fiscal Implications:

If the City's presumptive annexation were abandoned, it would represent a cost savings for the City. The Planning & Land Use Department would no longer be required to review and approve development plans, construction permits, conduct construction inspections, review and approve short-term rental requests, review and approve business and itinerant vendor licenses, and provide for response to requests regarding Code enforcement concerns. Existing City-County agreements regarding cooperative response by City Police and Fire Departments would remain in place to ensure public safety by providing first-response services.

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	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: akphillips@santafenm.gov

Signature:

Email: hllamboy@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 16, 2026

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

From: Brian Moya, Interim City Manager BM

RE: Reorganization of City Departments

EXECUTIVE SUMMARY:

The proposed Bill would amend SFCC 1987, Section 2-8.2 to reorganize the City's departmental structure. As part of the reorganization of the City's code itself, the bill proposes the following changes:

1) The creation of six new sections of city code to include 2-8.10 through 2-8.15; and
2) A reorganization of various City departments into new code locations; and
3) The inclusion of a newly created "General Provisions" section that includes definitions for "departments" and "divisions" as well as the inclusion of Exhibit A "City of Santa Fe Organizational Chart: Subsection 2-8.1", representing the offices of the Mayor, City Clerk, City Manager, City Attorney and all departments reporting directly to the City Manager; and
4) As technical "clean-up" the repeal of Sections 2-14, 2-15, and 2-20 as well as the repeal of Exhibit C of SFCC 1987, "City Organization".

Additionally, the bill makes the following changes to the City's organizational structure:

1) Renaming the Community Health and Safety Department the "Community Services Department" and reorganizing to include Youth and Family Services and Recreation, and to remove the Office of Emergency Management; and
   eliminating the Community Development Department; and
2) Establishing the Emergency Management Department: and
3) Reorganizing the Economic Development Department to include the Arts and Culture Division and the Film Division; and
4) Reorganizing the Land Use Department to include the Affordable Housing Division; and
5) Creating the TOURISM Santa Fe Department; and
6) Establishing a new "Regional Airport Department"; and
7) Creating the "Metropolitan Redevelopment Agency ("MRA") Department".

CITY OF SANTA FE

Memorandum

ATTACHMENTS:

Bill, including Exhibit A, “City of Santa F Organizational Chart: Subsection 2-8.1”
Fiscal Impact Report (FIR)

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-3

INTRODUCED BY:

Mayor Michael Garcia

A BILL

RELATING TO CITY ADMINISTRATION; AMENDING SECTION 2-8 SFCC 1987 TO REORGANIZE CERTAIN CITY DEPARTMENTS; CREATING NEW SECTIONS OF CODE TO INCLUDE 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, AND 2-8.15; AMENDING SECTION 2-8.1 SFCC 1987 TO INCLUDE A GENERAL PROVISIONS SECTION AND EXHIBIT A ; AMENDING SECTION 2-8.2 TO RENAME COMMUNITY HEALTH AND SAFETY DEPARTMENT TO "COMMUNITY SERVICES DEPARTMENT" AND TO INCLUDE YOUTH AND FAMILY SERVICES AND RECREATION, AND TO REMOVE THE OFFICE OF EMERGENCY MANAGEMENT; AMENDING SECTION 2-8.3 SFCC 1987 TO ELIMINATE THE COMMUNITY DEVELOPMENT DEPARTMENT; AMENDING 2-8.4 TO ESTABLISH THE OFFICE OF EMERGENCY MANAGEMENT AND CHANGING THE NAME FROM OFFICE OF EMERGENCY MANAGEMENT TO "EMERGENCY MANAGEMENT DEPARTMENT"; AMENDING 2-8.5 CREATE A NEW DEPARTMENT THE "ECONOMIC DEVELOPMENT DEPARTMENT" AND TO INCLUDE THE ARTS AND CULTURE DIVISION AND THE FILM DIVISION; AMENDING 2-8.6 CREATING A DEPARTMENT THE "LAND USE DEPARTMENT"

underscored material = new [~~bracketed material~~] = delete

AND TO INCLUDE THE AFFORDABLE HOUSING DIVISION; AMENDING SECTION 2-8.7 CREATING TOURISM SANTA FE DEPARTMENT; CREATING SECTION 2-8.14 TO INCLUDE A NEW "REGIONAL AIRPORT DEPARTMENT"; CREATING SECTION 2-8.15 TO INCLUDE THE METROPOLITAN REDEVELOPMENT AGENCY AND RENAMING IT "METROPOLITAN REDEVELOPMENT AGENCY ("MRA") DEPARTMENT"; REPEALING SECTIONS 2-14, 2-15, AND 2-20 SFCC 1987; REPEALING EXHIBIT C OF SFCC 1987, "CITY ORGANIZATION".

Section 1. Moving "Finance Department" without amendments from Section 2-8.1 of SFCC 1987 to Section 2-8.2, and amending 2-8.1 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Finance Department" from Section 2-8.1 to Section 2-8.2, SFCC 1987 is omitted for readability. To view "Finance Department" without amendments, see bill Section 2.*

2-8.1 – [~~Finance Department~~] General Provisions.

Section 2-8.1 contains general provisions for city departments.

A. Definitions.

Department. A department is the highest organizational unit in the city.

Division. A division is the organizational unit located directly below a department.

B. Organizational structure.

The organizational structure of the city is represented in Exhibit A and may include considerations such as but not limited to supervisorial structure, services, and budget.

Section 2. Moving "Community Health and Safety Department" with amendments from Section 2-8.2 of SFCC 1987 to Section 2-8.3, retaining language from current Section 2-8.1 "Finance Department" (being Ord. No. 2020-22 §3, as amended), and amending Section

2-8.2 (being Ord. No. 2025-8, as amended) as follows:

2-8.2 – [~~Community Health and Safety Department~~]. <u>Finance Department</u>.

Bill drafters' note: *Strikethrough showing relocation of "Community Health and Safety Department" from Section 2-8.2, SFCC 1987 is omitted for readability. To view proposed amendments to the "Community Health and Safety Department", SFCC 1987, see bill Section 3.*

A. Creation of department. There is created a department of city government to be known as the "finance department".

B. Finance officer.

(1) Position Established. The position of finance officer is established. The finance officer is the city treasurer and manager of the finance department of the city. The designation as finance officer shall not be considered separate employment nor occasion any additional salary.

(2) Duties. The finance officer shall:

(a) Receive all money due and payable to the city;

(b) Keep accounts and records in the manner prescribed by generally accepted accounting principles;

(c) Keep the money of the city separate from any other money in the finance officer's possession;

(d) Expend the money only as directed by the governing body;

(e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;

(f) Supervise the depositing and safekeeping of all money belonging to the city;

(g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in the

finance officer's care;

(h) Prepare annually, for the close of the fiscal year, a comprehensive annual financial report showing the receipts, expenditures and balances for each fund. A copy of the financial report shall be filed in the finance officer; and

(i) Perform other duties prescribed by law, ordinance or city rules and regulations.

(3) Reports to Governing Body. The finance officer shall be responsible and report to the governing body through the city manager.

(4) Records Open for Inspection. The records of the finance officer shall be open to inspection by any citizen during the regular business hours of the city.

Section 3. Removing "Community Development Department" from Section 2-8.3 of SFCC 1987, amending current Section 2-8.2 "Community Health and Safety Department" (being Ord. No. 2025-8, § 1, as amended), and amending Section 2-8.3 (being Ord. No. 2020-22, as amended) as follows:

2-8.3 – [~~Community Development Department~~]

[~~There is created a department of city government to be known as the "community development department" that shall include the following divisions: economic development division, office of affordable housing, planning and land use department, TOURISM Santa Fe department, and the arts and culture department.~~]

Community [~~Health and Safety~~] Services Department.

[~~A.~~] Creation of Department. There is created a department of city government to be known as the "community [~~health and safety department", which includes, but is not limited to, the community~~] services department" [~~and the office of emergency management~~].

[~~B. Community Services Department.~~] The community services department includes,

but is not limited to, senior services, youth and family services, recreation, and libraries.

[~~C. Office of Emergency Management.~~

~~(1) In accordance with Section 12-10-5 NMSA 1978, the "office of emergency management," shall consist of:~~

~~(a) An emergency manager who shall be appointed in accordance with Section 12-10-5 NMSA 1978, and who shall be subject to the personnel system of the city;~~

~~(b) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and~~

~~(c) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.~~

~~(2) Definitions.~~

~~*Civil emergency* means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.~~

~~*Comprehensive emergency management plan* (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.~~

~~*Curfew* means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.~~

~~*Disaster* means the occurrence of a natural catastrophe, technological accident, or~~

~~human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.~~

~~*Emergency* means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.~~

~~*Emergency management* means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.~~

~~*Emergency operations center* (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.~~

~~*Emergency plan* means an ongoing plan for responding to a wide variety of potential hazards.~~

~~*Hazard mitigation* plan means the representation of the city's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.~~

~~*National Incident Management System* (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.~~

~~(3) Purpose.~~

~~(a) The purpose of the office of emergency management is to coordinate the efforts of all municipal agencies and employees, nongovernmental~~

~~agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.~~

~~(b) The duty of the office of emergency management is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.~~

~~(c) The office of emergency management shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.~~

~~(d) The office of emergency management and safety shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.~~

~~(4) Emergency manager. The emergency manager shall:~~

~~(a) Be responsible to the director of community health and safety for the organization, administration, and operation of the emergency management program of the city;~~

~~(b) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;~~

~~(c) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political~~

~~subdivisions therein;~~

~~(d) Develop an organizational structure for the office of emergency management, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;~~

~~(e) Manage the EOC; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;~~

~~(f) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and~~

~~(g) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.~~

~~(5) Financing.~~

~~(a) Funds for necessary expenses of the office of emergency management, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with Section 12-10-7 NMSA 1978.~~

~~(b) The emergency manager shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.~~

~~(c) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.~~]

Section 4. Moving "Information Technology and Telecommunications Department" without amendments from Section 2-8.4 of SFCC 1987 to Section 2-8.8, amending Subsection 2-8.2(C) "Emergency Management" (being Ord. No. 2025-8, §1, as amended), and amending Section 2-8.4 (being Ord. No. 2020-22, §3, as amended) as follows:

2-8.4 – [~~Information Technology and Telecommunications~~] Emergency Management Department.

Bill drafters' note: *Strikethrough showing relocation of "Information Technology and Telecommunications Department" from Section 2-8.4 to Section 2-8.8, SFCC 1987 is omitted for readability. To view "Information Technology and Telecommunications Department", see bill Section 8.*

A. In accordance with Section NMSA 1978, Section 12-10-5 [~~NMSA 1978~~], the "[~~office of~~] emergency management department," shall consist of:

(1) An emergency [~~manager~~] director who shall be appointed in accordance with NMSA 1978, Section 12-10-5 [~~NMSA 1978~~], and who shall be subject to the personnel system of the city;

(2) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and

(3) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.

B. Definitions.

Civil emergency means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.

Comprehensive emergency management plan (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the

purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.

Curfew means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.

Disaster means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.

Emergency means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.

Emergency management means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.

Emergency operations center (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

Emergency plan means an ongoing plan for responding to a wide variety of potential hazards.

Hazard mitigation plan means the representation of the city's commitment to

reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.

National Incident Management System (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.

C. Purpose.

(1) The purpose of the [~~office of~~] emergency management department is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

(2) The duty of the [~~office of~~] emergency management department is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.

(3) The [~~office of~~] emergency management department shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.

(4) The [~~office of~~] emergency management department [~~and safety~~] shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.

D. Emergency [~~manager~~] director. The emergency [~~manager~~] director shall:

(1) Be responsible to the [~~director of community health and safety~~] city manager for the organization, administration, and operation of the emergency management program of the city;

(2) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;

(3) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;

(4) Develop an organizational structure for the [~~office of~~] emergency management department, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;

(5) Manage the EOC; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;

(6) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and

(7) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.

E. Financing.

(1) Funds for necessary expenses of the [~~office of~~] emergency management

department, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with NMSA 1978,Section 12-10-7 [~~NMSA 1978~~].

(2) The emergency manag[~~er~~]ment director shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.

(3) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.

Section 5. Moving "Public Works Department" without amendments from Section 2-8.5 to Section 2-8.9 of SFCC 1987, and amending Section 2-8.5 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Works Department" from Section 2-8.5 to Section 2-8.9, SFCC 1987 is omitted for readability. To view "Public Works Department", see bill Section 9.*

2-8.5 – [~~Public Works Department~~] Economic Development Department

There is created a department of city government to be known as the "economic development department" that shall include the following divisions: the arts and culture division and the film division.

Section 6. Moving "Public Utilities Department" without amendments from Section 2-8.6 of SFCC 1987 to a newly created Section 2-8.10, and amending Section 2-8.6 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Utilities Department" from Section 2-8.6 to a newly created Section 2-8.10, SFCC 1987 is omitted for readability. To view "Public Utilities Department, see bill Section 10.*

2-8.6 – [~~Public Utilities Department~~] Planning and Land Use Department.

There is created a department of city government to be known as "planning and land use department" that shall include the affordable housing division.

Section 7. Moving "Human Resources Department" without amendments from Section 2-8.7 of SFCC 1987 to a newly created Section 2-8.11 and amending Section 2-8.7 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Human Resources Department" from Section 2-8.7 to a newly created Section 2-8.11, SFCC 1987 is omitted for readability. To view "Human Resources Department, see bill Section 11.*

2-8.7 – [~~Human Resources Department~~] TOURISM Santa Fe Department.

There is created a department of city government to be known as "TOURISM Santa Fe department".

Section 8. Moving "Police Department" without amendments from Section 2-8.8 of SFCC 1987 to a newly created Section 2-8.12, retaining language from Section 2-8.4 "Information and Telecommunications Department" (being Ord. No. 2020-22, §3, as amended) and amending Section 2-8.8 (being Ord. No. 2025-8, §2, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Police Department" from Section 2-8.8 to a newly created Section 2-8.12, SFCC 1987 is omitted for readability. To view "Police Department", see bill Section 12.*

2-8.8 – [~~Police Department~~] Information and Telecommunications Department.

There is created a department of city government to be known as the "information technology and telecommunications department".

Section 9. Moving "Fire Department" without amendments from Section 2-8.9 of SFCC 1987 to a newly created Section 2-8.13, retaining language from Section 2-8.5 "Public

Works Department" (being Ord. No. 2020-22, § 3, as amended), and amending Section 2-8.9 (being Ord. No. 2025-3, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Fire Department" from Section 2-8.9 to a newly created Section 2-8.13, SFCC 1987 is omitted for readability. To view "Fire Department" without amendments, see bill Section 13.*

2-8.9 – [~~Fire Department~~] Public Works Department.

There is created a department of city government to be known as the "public works department".

Section 10. [NEW SECTION] Creating Section 2-8.10 of SFCC 1987, retaining language from Section 2-8.6 "Public Utilities Department" (being Ord. No. 2020-22, § 3, as amended), to read as follows:

2-8.10 – Public Utilities Department

There is created a department of city government to be known as "public utilities department".

Section 11. [NEW SECTION] Creating Section 2-8.11 of SFCC 1987, retaining language from Section 2-8.7 "Human Resources Department" (being Ord. No. 2020-22, § 3 as amended), to read as follows:

2-8.11 – Human Resources Department.

There is created a department of city government to be known as the "human resources department".

Section 12. [NEW SECTION] Creating Section 2-8.12 of SFCC 1987, retaining language from Section 2-8.8 "Police Department" (being Ord. No. 2025-8, § 2 as amended), to read as follows:

2-8.12 – Police Department

(1) *Powers and duties generally.* Police officers shall execute and return all writs and processes directed to them by the municipal judge and, in criminal cases or cases of violations of city ordinances, they may serve the same in any part of the country.

They shall suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons within the city and shall pursue and arrest any person fleeing from justice. They shall apprehend any person in the act of committing any offense against the laws of the state or the ordinances of the city, and forthwith bring such persons before a competent authority for examination and trial. They shall have, in the discharge of their proper duties, like powers and be subject to like responsibilities as sheriffs or constables in similar cases.

(2) *Appointment of police officers; commissions.* No person shall assume or exercise the functions, powers, duties and privileges incident or belonging to the office of municipal police officers without first having received an appointment in writing, known as a "commission", from the governing body. The advice of the chief of police shall be obtained in the employment and commissioning of all police officers of the department.

(3) *Training schools and examinations.*

(a) There shall be held and conducted at such times as may be prescribed by the chief of police, with the approval of the governing body, schools for training in modern police methods and practices. The schools for training and the checking of the qualifications and general fitness of applicants for positions in the police department shall be under the direction and supervision of the chief of police.

(b) All members of the police department shall take such examinations as may be prescribed.

(c) In the taking of all written examinations there shall be assigned to each applicant a number which shall be endorsed on the applicant's examination papers, and the grading of the examinations shall be by number only.

(d) Except as otherwise provided, no member shall be retained in the police

department and no applicant shall be appointed to the police department unless such member or applicant, after taking the prescribed training courses, has successfully passed the prescribed examinations, written and oral; provided, that the minimum educational qualifications required by the City Personnel Act shall not apply to members of the present police department who are otherwise qualified under the provisions hereof; provided further, that in passing on the qualifications of members of the present police department, consideration shall be given to:

(i) Length of service and faithfulness to duty; and

(ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) *Extra or emergency police officers.* The city manager may employ on behalf of the city such extra or emergency police officers as may be required in the proper administration of municipal affairs.

(5) *Police department reserve.*

(a) *Created.* There is created the city "police department reserve force", hereinafter referred to as the "reserve".

(b) *Control by Chief of Police.* The reserve is under the exclusive control of the chief of the city police department who shall have the sole and exclusive authority to:

(i) Summarily discipline or dismiss members without appeal to any body or tribunal;

(ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and

(iii) Approve or disapprove all officers, employees or agents of the reserve.

(c) *Authority.* The reserve and its individual members shall only have authority in law enforcement on specific request by the city police chief. A specific request shall be made for each individual instance of service.

(d) *Powers and Duties.*

(i) The duties of the reserve are to assist in enforcement of law by cooperating with all law enforcement agencies and regulatory bodies.

(ii) The reserve or its members when acting upon call, and only when acting upon call, of the city police chief, for the city or for another law enforcement agency or regulatory authority, shall be possessed of the same powers and duties as a city police officer or an officer of such law enforcement agency or regulatory authority.

(e) *Call of Members.* When the city police chief calls up the members of the reserve, the call shall be in writing, list the names of each member of the reserve called, the purpose of the call, and the date and time the call begins and terminates. Except when on call, reserve members shall have no more authority in law enforcement than that of any private citizen.

(f) *Requests for Assistance.* Should any law enforcement agency or regulatory body desire assistance from the reserve, the request shall be made to the city police chief who may authorize it, if:

(i) Reserve members are fully covered by the workman's compensation insurance policy of the assisted agency or body, and this is evidenced by a writing presented to the chief; and

(ii) Any and all liability that may arise against the city, its officers, employees or agents, the reserve, or its members as a result of such assistance, is assumed in writing by the assisted agency or body.

(g) *Worker's Compensation.* The city shall immediately take steps to provide necessary worker's compensation insurance for the reserve and necessary liability insurance covering liability that may arise against the city, its officers, employees

or agents as a result of the activities of the reserve on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

Section 13. [NEW SECTION] Creating Section 2-8.13 of SFCC 1987, amending language from Section 2-8.9 "Fire Department" (being Ord. No. 2025-8, § 3 as amended), to read as follows:

2-8.13 - Fire Department.

(1) *Department authority and powers.*

(a) Pursuant to NMSA 1978, Sections 3-18-1, F[.] and G[.] [~~NMSA 1978~~] and NMSA 1978, Section 3-18-11[~~B (1)~~], the city may provide proper means for protection from fire and protect the property of its municipality and its inhabitants and preserve the health, safety, peace and order within the municipality. Therefore, the stated purpose of this subsection is to grant the fire department all authority necessary to protect life and property from the hazards created by fire, explosion, and similar emergencies.

(b) The fire department shall have full and complete authority in connection with fighting, mitigating, and preventing the spread of any fire that may arise within the city, with the power to do and perform all necessary or expedient acts for the fighting of fire. When called to a fire, the fire department shall have:

(i) Full and complete authority of the premises to which it has been summoned until the fire has been extinguished and the premises are deemed safe by the fire department; and

(ii) By emergency vehicle or by foot, the right of ingress and egress on all public or private streets, alleyways, roads, driveways, and thoroughfares located within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services. (d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

(2) *Department members designated as special police officers.* Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(3) *Obstructing or interfering with firefighters.* It is unlawful for any person to obstruct or interfere with firefighters while in the discharge of their duties.

Section 14. [NEW SECTION] Creating Section 2-8.14 of SFCC 1987, "Santa Fe Regional Airport Department", to read as follows:

2-8.14 – Santa Fe Regional Airport Department.

There is created a department of city government to be known as the "Santa Fe regional airport department".

Section 15. [NEW SECTION] Creating Section 2-8.15 of SFCC 1987, "Metropolitan Redevelopment Agency ("MRA") Department ", to read as follows:

2-8.15 – Metropolitan Redevelopment Agency ("MRA") Department.

There is created a department of city government to be known as the "metropolitan redevelopment agency ("MRA") department".

Section 17. Section 2-14 of SFCC 1987 (being Ord. No. 1981, § 4-1-1) is hereby repealed.

Section 18. Section 2-15 of SFCC 1987 (being Ord. No. 2007-45, § 12) is hereby repealed.

Section 19. Section 2-20 of SFCC 1987 (being Ord. No. 2007-45 §20, as amended) is hereby repealed.

Section 20. Exhibit C – City Organization of SFCC 1987 is hereby repealed.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

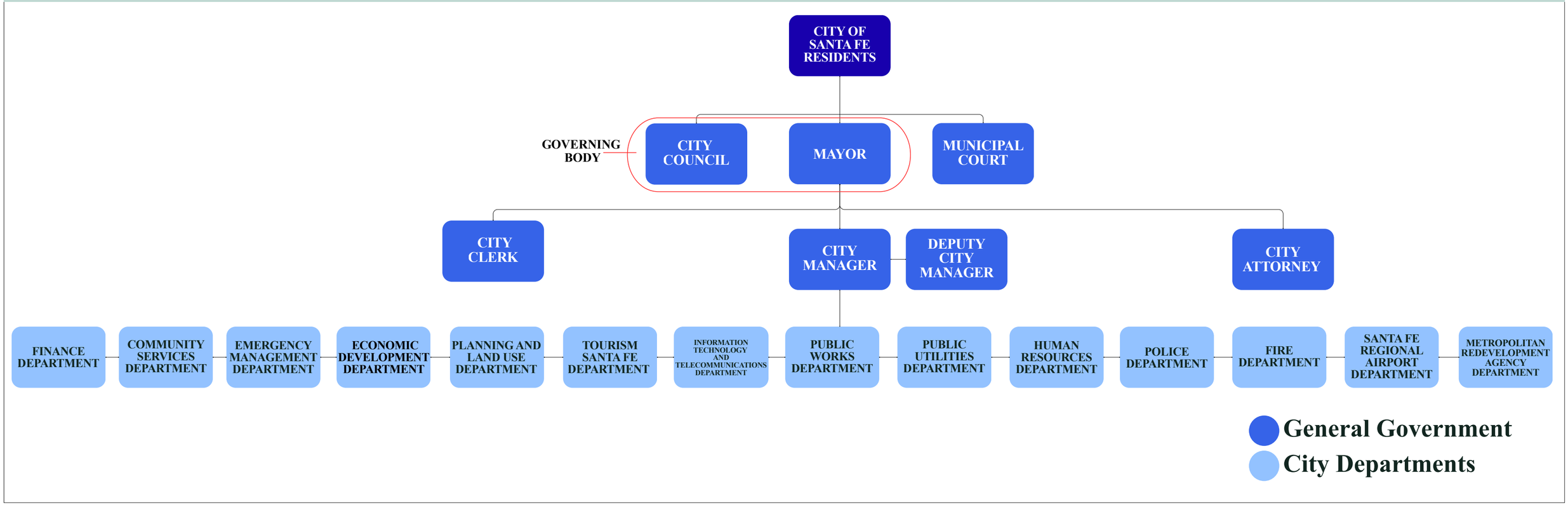
Marcos Martinez (Feb 20, 2026 10:11:53 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bill/Reorganization of City Departments

CITY OF SANTA FE ORGANIZATIONAL CHART,
SUBSECTION 2-8.1(B)

Exhibit A



FIR No. 10732.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Reorganization of City Departments

Sponsor(s): Mayor Garcia

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Brian Moya, Interim City Manager **Date:** 2/06/2026

Phone: (505) 955-3111

Reviewed by City Attorney: Marcos Martinez (Feb 20, 2026 10:11:53 MST) **Date:** 02/20/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 20, 2026 11:24:25 MST) **Date:** 02/20/2026

Summary:

The proposed Bill would amend SFCC 1987, Section 2-8.2 to reorganize the City's departmental structure. As part of the reorganization of the City's code itself, the bill proposes the following changes:

1) The creation of six new sections of city code to include 2-8.10 through 2-8.15; and
2) A reorganization of various City departments into new code locations; and
3) The inclusion of a newly created "General Provisions" section that includes definitions for "departments" and "divisions" as well as the inclusion of Exhibit A "City of Santa Fe Organizational Chart: Subsection 2-8.1", representing the offices of the Mayor, City Clerk, City Manager, City Attorney and all departments reporting directly to the City Manager; and
4) As technical "clean-up" the repeal of Sections 2-14, 2-15, and 2-20 as well as the repeal of Exhibit C of SFCC 1987, "City Organization".

Additionally, the bill makes the following changes to the City's organizational structure:

1) Renaming the Community Health and Safety Department the "Community Services Department" and reorganizing to include Youth and Family Services and Recreation, and to remove the Office of Emergency Management; and
   eliminating the Community Development Department; and
2) Establishing the Emergency Management Department; and
3) Reorganizing the Economic Development Department to include the Arts and Culture Division and the Film Division; and
4) Reorganizing the Land Use Department to include the Affordable Housing Division; and
5) Creating the TOURISM Santa Fe Department; and
6) Establishing a new "Regional Airport Department"; and
7) Creating the "Metropolitan Redevelopment Agency ("MRA") Department".

Departments Affected:

See summary above for departmental restructure; City Manager's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, if this legislation is not adopted, the City's departmental structure would remain the same.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This bill reorganizes the City departmental structure established in Ordinance No. 2020-22 and 2025-8.

Performance and Administrative Implications:
This bill will result in an increase in the number of departments reporting directly to the City Manager. The changes create potential for increased operational responsiveness.

Fiscal Implications:
The proposed bill will result in the elimination of a two director positions – Community Health and Safety and Community Development Director. This will result in cost savings of $151,747 for the remainder of FY26 and S496,271 in both FY27 and FY28.

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*	$ (151,747)	$(496,271)	$(496,271)		R	100 & 212	
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$(151,747)	$(496,271)	$(496,271)				$(1,144,289)

Expenditure Narrative:

Assumes that positions are eliminated as of 02/28/26 and there are no pay increases in either FY27 or FY28

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:
No Anticipated Change to Revenues

Signature:

Email: bjmoya@santafenm.gov

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 87504-0909

ACCOUNT:	S2460
AD NUMBER:	115310
TAG LINE	LEGAL #95070
P.O.#:	CITY CLERK

1 TIME(S)	$162.52
AFFIDAVIT	10.00
TAX	14.13
TOTAL	186.65

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 95070 a copy of which is hereto attached was published in said newspaper 1 day(s) between 03/24/2026 and 03/24/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 24th day of March, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 27th day of March, 2026

Notary _____

Commission Expires: 3/14/29

STATE OF NEW MEXICO
NOTARY PUBLIC
KAREN E ABEYTA
COMMISSION # 2005802
COMMISSION EXPIRES 03/19/2029

LEGAL #95070

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, April 7, 2026.

The purpose of the public hearing will be to consider the following:

BILL NO. 2026-03. A Bill Relating to City Administration; Amending Section 2-8 SFCC 1987 to Reorganize Certain City Departments; Creating New Sections of Code to Include 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, and 2-8.15; Amending Section 2-8.1 SFCC 1987 to Include a General Provisions Section and Exhibit A; Amending Section 2-8.2 to Rename Community Health and Safety Department to "Community Services Department" and to Include Youth and Family Services and Recreation, and to Remove the Office of Emergency Management; Amending Section 2-8.3 SFCC 1987 to Eliminate the Community Development Department; Amending 2-8.4 to Establish the Office of Emergency Management and Changing the Name From Office of Emergency Management to "Emergency Management Department"; Amending 2-8.5 Creating a New Department the "Economic Development Department" and to Include the Arts and Culture Division and the Film Division; Amending 2-8.6 Creating a Department the "Land Use Department" and to Include the Affordable Housing Division; Amending Section 2-8.7 Creating Tourism Santa Fe Department; Creating Section 2-8.14 to Include a New "Regional Airport Department"; Creating Section 2-8.15 to Include the Metropolitan Redevelopment Agency and Renaming it "Metropolitan Redevelopment Agency ("MRA") Department"; Repealing Sections 2-14, 2-15, and 2-20 SFCC 1987; Repealing Exhibit C of SFCC 1987, "City Organization".

BILL NO. 2026-04. Be It Ordained by the Governing Body of the City of Santa Fe:Authorizing the Execution and Delivery of a Loan and Subsidy Agreement ("Loan Agreement") by and Between the New Mexico Finance Authority ("NMFA") and City of Santa Fe, New Mexico ("the Borrower"), in the Total Amount of Seventeen Million Dollars ($17,000,000), Evidencing an Obligation of the Borrower to Utilize the Loan Amount Solely for the Purpose of Financing the Costs of Constructing a New Flocculation and Sedimentation Process and Making Improvements to the Canyon Road Water Treatment Plant as a Component of the System Owned and Operated by the Borrower, and Solely in the Manner Described in the Loan Agreement; Providing for the Pledge and Payment of the Loan Solely From the Net Revenues of the Water Utility System of the Borrower; Certifying that the Loan Amount, Together with Other Funds Available to the Borrower, is Sufficient to Complete the Project; Approving the Form of and other Details Concerning the Loan Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Ordinance; and Authorizing the Taking of Other Actions in Connection With the Execution and Delivery of the Loan Agreement.

BILL NO. 2026-07. A Bill Creating a New Section 2-2.10 of SFCC 1987 to Establish City Attorney and City Clerk Authority to Correct Scrivener's Errors.

PUB.: Mar. 24, 2026

CITY OF SANTA FE

Memorandum

Date: February 16, 2026

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

From: Clinton Peterson, Public Utilities Engineer CDP

Via: Jesse Roach, Interim Public Utilities Director JR

RE: DWSRLF Loan for Flocculation Sedimentation Upgrades at Canyon Road Water Treatment Plant

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EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of a Drinking Water State Revolving Fund loan and subsidy agreement in the total amount of $17,000,000 between the New Mexico Finance Authority and the City of Santa Fe ("City"). The loan would be for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Pant. This bill specifies that the loan be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). With respect to the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City. The Loan shall be in the maximum principal amount of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000.

BACKGROUND:

The City entered into a contract with Bradbury Stamm Construction in the total amount of $21,882,300, exclusive of sales tax, to complete the Flocculation and Sedimentation Improvements project at the Canyon Road Water Treatment Plant. This project will upgrade critical infrastructure at the facility, which provides potable drinking water to the residents of the city of Santa Fe. The City's Water Division is funding the project through a combination of Drinking Water State Revolving Loan Fund, which includes a significant principal loan forgiveness component, along with Water Trust Board Fundin and Water Enterprise Fund moneys.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-04

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Alma Castro

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND CITY OF SANTA FE, NEW MEXICO ("THE BORROWER"), IN THE TOTAL AMOUNT OF SEVENTEEN MILLION DOLLARS ($17,000,000), EVIDENCING AN OBLIGATION OF THE BORROWER TO UTILIZE THE LOAN AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING A NEW FLOCCULATION AND SEDIMENTATION PROCESS AND MAKING IMPROVEMENTS TO THE CANYON ROAD WATER TREATMENT PLANT AS A COMPONENT OF THE SYSTEM OWNED AND OPERATED BY THE BORROWER, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER; CERTIFYING THAT THE LOAN AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER, IS SUFFICIENT TO COMPLETE THE

underscored material = new [~~bracketed material~~] = delete

PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico, and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority ("NMFA") and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules, the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on July 18, 2025, that the Borrower receive financial assistance in the form of the Loan; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan Agreement, that the Loan Amount, together with the Additional Funding Amount and other moneys available to the

Borrower, is sufficient to complete the Project, and that it is in the best interest of the Borrower and the constituent public it serves that the Loan Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan Agreement, which is incorporated by reference as Attachment A, and considered to be a part hereof; and

WHEREAS, the Loan Agreement shall not constitute a general obligation of the Borrower, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower, the Water Trust Board, the NMFA or the State; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower to complete the Project; and

WHEREAS, the Borrower has met or will meet prior to the first disbursement of any portion of the Loan Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan Amount for the purposes described, and according to the restrictions set forth, in the Loan Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

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

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such

meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid. "Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan Amount and other moneys available to the Borrower, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $3,440,053.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower and hardship waivers of payments granted to the Borrower pursuant to Section 5.2(a)(i) of the LoanAgreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City Manager and City Clerk of the Borrower.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan Agreement, by the Borrower and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender establishing accounting principles applicable to the Borrower.

"Governing Body" means the duly organized City Council and the mayor of the Borrower, or any successor governing body of the Borrower.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the Borrower (the "Master Utility Ordinance").

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower as a loan pursuant to the Loan Agreement for the purpose of funding the Project, in the maximum amount of $17,000,000.

"Loan" or "Loan Amount" means the amount borrowed by the Borrower as the Loan Amount pursuant to the Loan Agreement for the purpose of funding the Project and shall not equal more than $17,000,000.

"Loan Agreement" means the Water Project Fund Loan Agreement entered into by and

between the Borrower and the NMFA as authorized by this Ordinance.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net Revenues of the System pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower for purposes of tracking expenditure of the Loan Amount by the Borrower to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the municipally owned public utility designated as the Borrower water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower through purchase, condemnation, construction or otherwise,

including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower.

"Term Sheet" means Exhibit "A" attached to the Loan Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower and officers of the Borrower directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan Agreement, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is necessary to meet the needs of the Borrower and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than

Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower.

D. The Borrower will acquire and complete the Project with the proceeds of the Loan, the Additional Funding Amount and other amounts available to the Borrower, and except as otherwise expressly provided by the Loan Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan Amount, and other amounts available to the Borrower, the Additional Funding Amount is now available to the Borrower, and in combination with the Loan Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower a separate Project Account as a book account only on behalf of the Borrower and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan Agreement.

Section 5. Loan Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public

health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower and acquiring and completing the Project, it is hereby declared necessary that the Borrower execute and deliver the Loan Agreement evidencing the Borrower acceptance of the Loan Amount of $17,000,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan Agreement, the execution and delivery of which is hereby authorized. The Borrower shall use the Loan Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in the maximum principal amount of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower and hardship waivers of payments granted to the Borrower.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan Agreement. The execution of the Loan Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower hereby consents to the creation of the

Project Account by the NMFA. Until the Completion Date, the amount of the Loan credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Completion of the Project. The Borrower shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan funds as provided in the Loan Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan Agreement.

C. NMFA Not Responsible. Borrower shall apply the funds derived from the Loan Agreement as provided therein, and in particular Article VII of the Loan Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower or by its officers of the funds derived from the Loan Agreement or of any other funds held by or made available to the Borrower in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan Amount in its possession, custody and control to the NMFA for disbursement to the Borrower, or to honor any request for such transfer or disbursement of the Loan Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan Agreement, the Borrower shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan Agreement in an amount sufficient to pay principal and other amounts due under the Loan Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan Agreement. The Borrower hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point

in time during the Agreement Term the Borrower desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Loan Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues subordinate to the lien thereon of all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender to the Borrower pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, shall be on parity with the lien of the Loan Agreement authorized by this Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this

Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. This ordinance shall be published consistently with SFCC 1987, Section 2-2.4.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Feb 16, 2026 13:33:38 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

ATTACHMENT A

$17,000,000 Maximum Principal Amount

Maximum Forgiven Principal Amount $8,500,000

Maximum Repayable Principal Amount $8,500,000

DRINKING WATER STATE REVOLVING LOAN FUND LOAN AND SUBSIDY AGREEMENT

dated

July 18, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CITY OF SANTA FE,
New Mexico

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the "Loan Agreement"), dated July 18, 2025, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA"), and the **CITY OF SANTA FE** (the "Governmental Unit"), a municipality duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the NMFA is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the NMFA to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act of 1974 ("SDWA"); and

WHEREAS, the DWSRLF Act was adopted pursuant to the SDWA which authorizes the United States Environmental Protection Agency ("EPA") to set national based standards for drinking water and was originally passed by Congress in 1974 and amended in 1986, 1996, 2018 and 2021 with the passage of the Bipartisan Infrastructure Law signed into law on November 15, 2021 ("BIL"); and

WHEREAS, the BIL, also known as the Infrastructure Investment and Jobs Act was implemented with the purpose, among others, of expanding access to clean drinking water throughout the United States of America; and

WHEREAS, the Governmental Unit is a municipality organized and existing under the general laws of the State, specifically the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§3-15-1 through 3-15-16, all as amended, and is a qualified local authority under the DWSRLF Act; and

WHEREAS, the Governmental Unit is authorized by the laws of the State, and in particular NMSA 1978, §§ 3-31-1 through 3-31-12, to enter into this Loan Agreement and accept a loan for the purpose of financing the Project; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA, may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the NMFA and accept a loan and subsidy from the NMFA to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS the NMFA will disburse the proceeds of the Loan for construction after written determination by the NMFA, the New Mexico Environment Department (the "Department"), or other appropriate agency or entity on behalf of the NMFA (pursuant to an agreement between such agency or entity and the NMFA) that the Governmental Unit has complied with EPA's guidelines applicable to the Project and with the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems. Upon written determination of compliance, the NMFA, the Department or other appropriate agency or entity will approve (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) plans and specifications pursuant to 42 U.S.C. Section 300j-12; and (4) bids for the acquisition and completion of the Project; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA are federal funds categorized as CFDA 66.468; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the NMFA will determine in writing prior to disbursement of any proceeds of the Loan for construction if the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, pursuant to 42 U.S.C. 300j-12(a)(3), the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the SDWA.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the NMFA and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I, for all purposes, shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise. Capitalized terms used and not defined in this Loan Agreement shall have the meaning given to each of those capitalized terms in the Master Ordinance.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the NMFA as 0.25% of the Aggregate Repayable Disbursements then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal Amount.

"Aggregate Program Amount" means, with respect to this Loan Agreement, the sum of the Aggregate Repayable Disbursements and the Aggregate Forgiven Disbursements up to the Maximum Principal Amount.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to this Loan Agreement, together with the required supporting documentation set out in Exhibit "C" submitted to and approved by the NMFA pursuant to Section 4.2 of this Loan Agreement.

"Authorized Officers" means, with respect to the Governmental Unit, the Mayor, City Manager, Finance Director, and City Clerk thereof; and with respect to the NMFA, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer, and any other officer or employee of the NMFA designated in writing by an Authorized Officer of the NMFA.

"Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the NMFA and specifically related to this Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the NMFA to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

"Debt Service Requirements" for any given period, means the sum of: (a) the amount required to pay the interest becoming due on the applicable System Bonds, during that period or to make reimbursements for payments of interest; and (b) the amount required to pay the principal or Accreted Value becoming due on the applicable System Bonds during that period, whether upon maturity or the Accreted Term Date. For purposes of calculating the maximum annual Debt Service Requirements, assumption set forth in the Master Ordinance applicable to the calculation of Debt Service Requirements shall be used.

"Department" means the New Mexico Environment Department.

"Disbursement" means an amount caused to be paid by the NMFA for an Approved Requisition for costs of the Project, calculated on the basis of the amount of such Approved Requisition.

"Drinking Water Fundable Priority List" means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-15-1 through 3-15-16, all as amended, and enactments of the Governing Body relating to this Loan Agreement including the Ordinance.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" or "EPA" means the United States Environmental Protection Agency.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Loan Agreement.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

"NMFA Act" means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Governmental Unit.

"Governing Body" means the duly organized City Council of the Governmental Unit, or any successor governing body of the Governmental Unit.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water or water facilities furnished to the inhabitants in the Service Area. Such term also includes:

(a) All income derived from the investment of any money in the Acquisition Fund, Income Fund, Debt Service Fund, Reserve Fund and Rate Stabilization Fund and from surplus Net Revenues;

(b) Money released from the Rebate Fund to the Governmental Unit;

(c) Money released from the Rate Stabilization Fund to the extent that the amount released is used to pay Operation and Maintenance Expenses or Debt Service Requirements on System Bonds in the year released;

(d) Property insurance proceeds which are not necessary to restore or replace the property lost or damaged and the proceeds of the sale or other disposition of any part of the System; and

(e) Such other amounts that may be designated as Gross Revenues in a Supplemental Ordinance.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except for (d) above and any insurance proceeds derived in respect of loss of use or business interruption.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Loan Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

"Independent Accountant" means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intended Use Plan" means the current plan prepared by the NMFA and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) and 40 CFR §35.3555 which establish criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on this Loan Agreement, which includes the Administrative Fee, as shown on the Term Sheet.

"Interim Period" means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the NMFA as provided in Section 4.1(b) of this Loan Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

"Interim Loan Agreement Payment Schedule" means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit "B".

"Loan" means the funds to be loaned to the Governmental Unit by the NMFA pursuant to this Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan and subsidy agreement.

"Loan Agreement Payment" means, collectively, the Maximum Repayable Principal Amount, the Interest Component and the Administrative Fee Component to be paid by the

Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a Loan Agreement payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit "B" or in the Final Loan Agreement Payment Schedule.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"Master Ordinance" means the Governmental Unit's Ordinance No. 2016-19, adopted May 11, 2016, as amended and supplemented from time to time.

"Maximum Annual Debt Service" means the Maximum Repayable Principal Amount and Interest due on all outstanding Senior and Parity Obligations of the Governmental Unit

"Maximum Forgiven Principal Amount" means the maximum amount of loan subsidy available in the form of principal forgiveness to be applied proportionally at the time of each Disbursement to the Governmental Unit, up to fifty percent (50%) of the Maximum Principal Amount. The Maximum Forgiven Principal Amount is eight million five hundred thousand dollars ($8,500,000).

"Maximum Principal Amount" means seventeen million dollars ($17,000,000).

"Maximum Repayable Principal Amount" means the maximum amount of Aggregate Repayable Disbursements made to the Governmental Unit pursuant to this Loan Agreement. The Maximum Repayable Principal Amount is eight million five hundred thousand dollars ($8,500,000).

"Memorandum of Understanding" means the current memorandum of understanding by and between the NMFA and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund program.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the Gross Revenues reasonably required for operation of the System.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operating Agreement" means the operating agreement entered into between the NMFA and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means Ordinance No. 2025-_____ adopted by the Governing Body of the Governmental Unit on June 11, 2025, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal

farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc. or S & P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to the payment of the Loan Agreement Payments by the Ordinance and this Loan Agreement and described in the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit "B" attached to this Loan Agreement.

"Project" means the project(s) described on the Term Sheet.

"Safe Drinking Water Act" or "SDWA" means 42 U.S.C. §§ 300f et seq.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

"Service Area" means the area served by the System, whether situated within or without the limits of the Governmental Unit.

"State Environmental Review Process" or "SERP" means the environmental review process adopted by the NMFA, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

"Subordinate Parity Obligations" means any bonds or obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues on parity with this Loan Agreement and subordinate to any outstanding Senior Obligations having a superior lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Super Subordinate Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Senior Obligation and Subordinate Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"System" means the water utility system operated pursuant to the Governmental Unit's Code of Ordinances Chapter XXV, as amended from time to time, owned, operated and maintained by the Governmental Unit, and of which the Project, when completed, will form part. The System

consists of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Governmental Unit through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Governmental Unit designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Governmental Unit.

"System Bonds" means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Subordinate Parity Obligations and Super Subordinate Obligations.

"Term Sheet" means Exhibit "A" attached to this Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of the Loan Agreement, and Readiness to Proceed. The Governmental Unit is a municipality, and is duly organized and existing under the statutes and laws of the State, including specifically the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-15-1 through 3-15-16, all as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. The

Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the NMFA and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the NMFA to assure sufficient Pledged Revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Governmental Unit shall exercise its power of eminent domain, if needed to comply with this paragraph.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

(j) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay Expenses and related professional fees.

(k) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement and the other documents related to this transaction, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the other documents related to this transaction, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(m) Outstanding and Additional Debt. Except for the Subordinate Parity Obligations and Senior Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a parity with or on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the NMFA.

(n) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement and the other documents related to this transaction or to comply with its obligations under this Loan Agreement and documents related to the transaction. Neither the execution and delivery of this Loan Agreement and the other documents related to the transaction by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement and the other documents related to the transaction, requires the approval of any

regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(o) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement and the other documents related to the transaction.

(p) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(q) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one hundred twenty percent (120%) and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed one hundred twenty percent (120%) of the Debt Service Requirements on all Senior Obligations and all Subordinate Parity Obligations Outstanding in such Fiscal Year.

(r) Governmental Unit's Existence. The Governmental Unit will maintain its legal identity and existence so long as System Bonds remain outstanding, unless another political subdivision by operation of law succeeds to the liabilities, rights and duties of the Governmental Unit under this Loan Agreement without adversely affecting to any substantial degree the privileges and rights of the NMFA. However, the Governmental Unit may, annex or de-annex land if the Governmental Unit complies with other applicable covenants contained in the Master Ordinance.

(s) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing the Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the NMFA, and notification of any event deemed material by the NMFA. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund program which is alleged or found by a state or federal agency of appropriate jurisdiction.

(t) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually, so long as the Governmental Unit expends more or equal to the threshold amount set forth in 2 C.F.R. Section 200.501 during any one Fiscal Year, cause an audit of the books and accounts of its operations in their entirety, in accordance with § 200.514, except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. 200.501(c) to be completed by an Independent Accountant

in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The Governmental Unit shall notify the NMFA and the Drinking Water State Revolving Loan Fund program when it conducts an audit in accordance with 2 C.F.R. Section 200.501. The Governmental Unit shall provide a copy to the NMFA and the Drinking Water State Revolving Loan Fund program of such audit within 30 days of completion. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and the NMFA of any findings and recommendations pertaining to the Drinking Water State Revolving Loan Fund contained in the audit. The Governmental Unit will also submit the audit to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months of the end of the audit period pursuant to 2 CFR § 200.512. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and NMFA that the audit has been submitted to the Federal Audit Clearinghouse and provide a copy to the Drinking Water State Revolving Loan Fund program and NMFA upon request. The audit will also be available for inspection by the NMFA Environmental Protection Agency.

(u) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

Section 2.2 Protective Covenants Regarding Operation of the System.

The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant.

(i) The Governmental Unit covenants that it will at all times fix rates and collect charges for each class of service rendered by the System, and to, from time to time, amend or adjust such rates so that Gross Revenues of the System shall always be sufficient to provide for the payment of expenses of administration, Operation and Maintenance Expenses, other expenses which may be necessary to preserve the System in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet ongoing legal obligations to be paid at that time; and

(ii) The Governmental Unit further covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year the Pledged Revenues shall at least equal (i) 130% of the Debt Service Requirements on all Senior Obligations outstanding in such Fiscal Year and (ii) 120% of the Debt Service Requirements on all Senior Obligations and all Subordinate Parity Obligations outstanding in such Fiscal Year.

(iii) Failure by the Governmental Unit to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under the Master Ordinance so long as the Governmental Unit, within 180 days after the end of any such Fiscal Year, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the Governmental Unit into compliance with the Rate Covenant. The Governmental Unit is also required under the Master Ordinance in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year and for the

next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above. If the Governmental Unit determines that the Net Revenues may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the System which, in the opinion of the Consulting Engineer, will cause sufficient Gross Revenues to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The Governmental Unit shall as promptly as practicable adopt and place in effect the schedule of fees, rates and charges recommended or approved by the Consulting Engineer pursuant to the Master Ordinance. In the alternative of establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the Governmental Unit may implement reductions in Operation and Maintenance Expenses for the System in an amount sufficient to meet the Rate Covenant.

(b) Lien on Lands Serviced by the System. State law grants the Governmental Unit a lien upon each lot or parcel of land for the charges imposed for water services supplied by the System to the owner of such lot or parcel (except as otherwise provided in NMSA 1978, § 3-23---6). The Governmental Unit will cause each lien to be perfected in accordance with the provisions of NMSA 1978, §§ 3-23--6 and 3--36--1 through 3--36---5. The Governmental Unit will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six (6) months in the payment of charges imposed for the use of the System.

(c) Levy of Charges. The Governmental Unit will promptly fix, establish and levy the rates and charges which are required by Section 2.2(a) hereof. Unless contrary to any provision of applicable law, any resolution or ordinance adopted by the Governing Body to fix, establish and levy such rates and charges shall be deemed an administrative or executive matter not subject to the referendum provisions of the Charter or State law. No reduction in any initial or existing rate schedule for the System may be made unless:

(i) The Governmental Unit has fully complied with the requirements of the rate covenant contained in Section 2.2(a) hereof for any twelve (12) consecutive months out of the sixteen (16) calendar months immediately preceding the reduction of the rate schedule, and

(ii) The audit required by Section 26.09 of the Master Ordinance or a separate certificate by an Independent Accountant for or relating to any twelve (12) consecutive months out of the sixteen (16) calendar months immediately preceding any reduction discloses that the Pledged Revenues resulting from the proposed rate schedule would have been sufficient to meet the rate covenant contained in Section 2.2(a) hereof during the applicable twelve (12) month period.

(d) Efficient Operation. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable public and private demands for System services within the Service Area of the System.

(e) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of System Bonds are not subject to inspection or copying.

(f) Right to Inspect. The NMFA, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues and the System.

(g) Audits. Within one hundred eighty (180) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the NMFA. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(t) of this Loan Agreement.

(h) Billing Procedure. Bills for water services, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution, regulation or policy of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water services shall be discontinued as required by Governmental Unit ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(i) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on NMFA.

(j) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the

Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem System Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(k) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System; provided, however, that nothing herein shall prevent the Governmental Unit from annexing land into its boundaries solely due to the fact that there is a competing utility system or person, association, firm or corporation providing such utility services or facilities within or for the land to be annexed.

(l) Alienating System. While the System Bonds are outstanding, the Governmental Unit shall not, except as permitted below, transfer, sell, or otherwise dispose of the System. For purposes of this Section 2.2(l), any transfer of an asset over which the Governmental Unit retains or regains substantial control shall not, for so long as the Governmental Unit has such control, be deemed a disposition of the System.

The Governmental Unit may transfer, sell or otherwise dispose of the System only if such transfer, sale or disposition complies with one or more of the following provisions:

(i) The property being disposed of is inadequate, obsolete or worn out; or

(ii) The property proposed to be disposed of and all other property of the System disposed of during the twelve (12) month period ending on the day of such transfer (but excluding property disposed of under Subsection 2.2(l)(i) above) will not, in the aggregate, constitute a Significant Portion of the System determined as described below and the proceeds are deposited into the Income Fund to be used as described below; or

(iii) The Governmental Unit receives fair market value for the property, the proceeds are deposited into the Income Fund to be used as described below and prior to the disposition of such property there is delivered to the Fiscal Agent a certificate of a Consultant to the effect that notwithstanding such disposition, but taking into account the use of such proceeds

in accordance with the expectations of the Governmental Unit as evidenced by a certificate of an Authorized Officer, the Consultant estimates that the Governmental Unit will be in compliance with the rate covenant in Section 2.2(a) hereof during each of the five (5) Fiscal Years immediately following such disposition.

For purposes of this Section 2.2(l), the term "Significant Portion" of the System means property of the System which, if such property had been disposed of by the Governmental Unit at the beginning of the Fiscal Year which includes the month of commencement of the twelve (12) month period referred to in Subsection 2.2(l)(ii) above would have resulted in a reduction in Net Revenues for such Fiscal Year of more than four percent (4%) when the actual Net Revenues for such Fiscal Year are decreased by the revenues directly attributable to such property of the System and increased by the expenses of the Governmental Unit directly attributable to such property of the System.

Proceeds of the disposition of assets under the Subsection 2.2(l)(ii) or 2.2(l)(iii) above shall be deposited in the Income Fund and used, within a reasonable period of time, not to exceed three years, to (a) provide additional revenue-producing properties to the System, (b) redeem System Bonds or (c) create an escrow fund pledged to pay specified System Bonds and thereby cause such System Bonds to be deemed to be paid as provided in the Master Ordinance.

Properties of the System which were financed with the proceeds of obligations the interest on which is then excluded from gross income for federal income tax purposes shall not be disposed of, except under the terms of provision 2.2(l)(i) above, unless the Governmental Unit has first received a written opinion of Bond Counsel to the effect that such disposition will not cause the interest on such obligations to become includable in gross income for federal income tax purposes.

No such disposition shall be permitted which would cause the Governmental Unit to be in default of any other covenant contained in the Master Ordinance.

(m) Competent Management. The Governmental Unit shall employ experienced and competent personnel to manage the System.

(n) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Section and the proper segregation and application of the Gross Revenues.

(o) No Other Liens. Except for those Senior Obligations, Subordinate Parity Obligations, and Super Subordinate Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with**,** subordinate or senior to the lien of this Loan Agreement.

(p) Free Services Prohibited. No free service, facilities nor commodities shall be furnished by the System. Should the Governmental Unit use water services or facilities supplied by the System for municipal purposes, or any combination thereof, or in any manner use the System, or any part thereof, any use of the System by or of the services rendered thereby to the Governmental Unit, or any department, board or agency thereof, will be paid for from the Governmental Unit's general fund or other available revenues at the reasonable value of the use so made, or service so rendered, which shall in no event be less than the rates charged to a System customer with similar consumption; and all the revenue so derived from the Governmental Unit shall be deemed to be income derived from the operation of the System, to be used and accounted for in the same manner as any other income derived from the operation of the System.

Section 2.3 Representations, Covenants and Warranties of the NMFA. The NMFA represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Legal Status and Authorization of Loan Agreement. The NMFA is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the NMFA Act. The NMFA has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the NMFA is a party or by which the NMFA is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the NMFA, or its property and which conflict or violation will have a material adverse effect on the NMFA or the financing of the Project.

(c) No Litigation. To the knowledge of the NMFA, there is no litigation or proceeding pending or threatened against the NMFA or any other person affecting the right of the NMFA to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the NMFA, neither the execution and delivery of this Loan Agreement by the NMFA, nor compliance by the NMFA with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligation. This Loan Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

(e) NMFA Compliance with Policies. As related to this Loan Agreement, the NMFA has complied with all applicable policies and procedures, as adopted and approved by the

NMFA Board of Directors, or such policies or procedures have been waived by the NMFA Board of Directors.

(f) Compliance with Securities Laws. The NMFA acknowledges that no offering document or prospectus has been prepared by the Governmental Unit with respect to this Loan Agreement. The NMFA has been provided with and has reviewed such information as it deems relevant in making its decision to make the Loan to the Governmental Unit and has assumed and relied on the accuracy of such information. The NMFA will not sell, pledge, transfer, convey, hypothecate, mortgage or dispose of the Loan Agreement, or any portion thereof, except to persons who have been provided sufficient information with which to make an informed investment decision regarding the Loan Agreement and in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder and applicable State securities laws and regulations.

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) After the Closing Date and upon written determination of compliance by the Governmental Unit with Section 4.2 of this Loan Agreement, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursal by the NMFA to the Governmental Unit at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the NMFA, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. Prior to the disbursement of any proceeds of the Loan for construction, the Governmental Unit shall comply with EPA's guidelines applicable to the Project and with the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems, and after written determination of compliance, the NMFA, the Department, or other appropriate agency or entity on

behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA) will approve (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) the plans and specifications pursuant to 42 U.S.C. Section 300j-12 and (4) the bids for the conduct and completion of the Project. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the NMFA. The NMFA or its designee shall review each requisition for compliance with (i) the Project's scope and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The NMFA shall cause an Approved Requisition to be paid from the Drinking Water State Revolving Loan Fund.

Section 4.3 Termination by NMFA. NMFA may terminate this Loan Agreement in its sole discretion if it determines and notifies the Governmental Unit in writing that the Governmental Unit has not met within a reasonable period of time the requirements of Section 4.2 of this Loan Agreement.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the NMFA an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Senior Obligations and Subordinate Parity Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Subordinate Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect, unless terminated by NMFA pursuant to Section 4.3 of this Loan Agreement. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the NMFA shall recalculate on the basis of the Aggregate Repayable Disbursements to that

date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final Disbursement, the NMFA shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The NMFA shall provide a Final Loan Agreement Payment Schedule following the final Disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the NMFA acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payments under Article XVIII of the Master Ordinance, including the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit as provided in the Master Ordinance for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the NMFA or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the NMFA or its designee pursuant to this Loan Agreement, shall be accounted for and maintained by the NMFA or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the NMFA. The amounts on deposit in the Debt Service Account shall be expended and used by the NMFA only in the manner and order of priority specified herein.

(a) In accordance the payments required under Article XVII of the Master Ordinance, as a subordinate charge and lien, but not an exclusive subordinate charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Subordinate Parity Obligations and subordinate to any outstanding Senior Obligations), the Governmental Unit shall remit to the NMFA and the NMFA shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, the Interest Component and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period, within five (5) days after each payment of an Approved Requisition, the Finance Authority shall calculate the Interest Component and Administrative Fee Component next coming due on the Aggregate Repayable Disbursements.

(C) During the Interim Period, the Governmental Unit shall on June 1 and December 1 of each year, commencing on the first day of June or December, as the case may be, next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date as described in the Loan Agreement Payment schedule attached as Exhibit "B" hereto.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the following amounts:

(A) Interest Component and Administrative Fee Component. On June 1 and December 1 of each year commencing on the first day of June or December, as the case may be, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the amount which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and thereafter, on each Loan Agreement Payment Date, the amount necessary to pay the Interest Component and Administrative Fee Component then due on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. On June 1 of each year, commencing on the first day of June next following the Final Disbursement, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the amount which is necessary to pay the first maturing Principal Component; and annually on the first day of June thereafter, the amount which is necessary to pay the Principal Component then due on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer to the NMFA, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the NMFA shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the NMFA shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to

credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the NMFA or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the NMFA or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Subordinate Parity and Senior Obligations Payable from Pledged Revenues.

(a) Subordinate Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Subordinate Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Subordinate Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Subordinate Parity Obligations or Senior Obligations but including parity refunding bonds and obligations which refund Super Subordinate Obligations as provided in Section 5.5 hereof) and the requirements of Section 24.03 of the Master Ordinance.

The tests required in this Section and Section 24.03 of the Master Ordinance, shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. For Subordinate Parity Bonds with a funded Reserve Account (excluding any insurance coverage through a Reserve Fund Insurer), determination of average annual combined Debt Service Requirements or maximum combined annual Debt Service Requirements shall include application of the funds in the Reserve Account to the final debt service payment for the applicable Subordinate Parity Bonds. Except as permitted herein and by Article XXV of the Master Ordinance, prior to the issuance of additional Subordinate Parity Bonds, the Governmental Unit shall be current in making all deposits required by Article XVIII of the Master Ordinance and the following test shall be satisfied:

(i) a certificate prepared by an Authorized Officer of the Governmental unit showing that the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations after the issuance of the proposed Parity Subordinate Obligations, or

(ii) a certificate prepared by a Consulting Engineer showing that:

(A) the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations immediately preceding the issuance of the proposed additional Subordinated Bonds;

(B) for each Fiscal Year during the period from the date of delivery of such certificate until the latest estimated Completion Date of the Project being financed, the Consulting Engineer estimates that the Governmental Unit will be in compliance with the Rate Covenant; and

(C) the estimated Net Revenues for each of the three Fiscal Years immediately following the latest estimated Completion Date for the specified Project to be financed with proceeds of the proposed additional Parity Subordinate Obligations, as certified to the Consulting Engineer by an Authorized Officer of the Governmental Unit, will be at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations which will be outstanding immediately after the issuance of the proposed additional Subordinated Bonds.

For purposes of subsections (ii)(A) and (ii)(B) above, in estimating Net Revenues, the Consulting Engineer may take into account (1) reasonable Gross Revenues from specified Projects expected to become available, (2) any increase in fees, rates, charges, rentals or other sources of Gross Revenues which have been approved by the Governmental Unit and will be in effect during the period for which the estimates are provided, and (3) any other increases in Gross Revenues for such period which the Consulting Engineer certifies to be reasonable for purposes of such certificate. With respect to Operation and Maintenance Expenses, the Consulting Engineer shall use such assumptions as the Consulting Engineer believes to be reasonable, and taking into account, (i) historical Operation and Maintenance Expenses, (ii) Operation and Maintenance Expenses associated with the specified Projects and (iii) such other factors, including inflation and changing operations or policies of the Governmental Unit, as the Consulting Engineer believes to be appropriate. The Consulting Engineer shall include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Net Revenues and shall also set forth the calculations of the maximum combined annual Debt Service Requirements, which calculations may be based upon information provided by another Consulting Engineer or Consultant.

For purposes of preparing the certificate or certificates described above, the Consulting Engineer or Consulting Engineers may rely upon financial statements prepared by the Governmental Unit which have not been subject to audit by an independent certified public accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the Governmental Unit shall certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

(D) The Governmental Unit shall provide written notice to the NMFA of its intention to authorize the issuance of additional Subordinate Parity Obligations or Super Subordinate Obligations prior to taking official action regarding the issuance of the bonds or obligations and, following establishment of the final terms of the additional bonds proposed to be issued

(b) Senior Obligations. The Governmental Unit may issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, so long as the additional bonds test set forth in the Master Ordinance for issuance of Senior Obligations can be met on the date of issuance of such additional bonds or other obligations. The Governmental Unit shall not issue Senior Obligations payable from the Pledged Revenues, without providing prior written notice to the NMFA, unless such Senior Obligations are purchased by the NMFA

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) and (b) of Section 5.4 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the

Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) and (b) of Section 5.4 hereof; or

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

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the NMFA or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the NMFA. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the NMFA pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the NMFA or its designee shall disburse moneys to pay a requisition upon receipt and approval by the NMFA or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation

Section 6.3 Completion of the Project. Upon completion of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Loan Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the NMFA, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the NMFA shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the NMFA will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The NMFA and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 NMFA and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the NMFA or the Governmental Unit is required, or the Governmental Unit or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Governmental Unit by an Authorized Officer of the NMFA or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the NMFA shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a). For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b). For all construction contracts awarded in excess of $10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c). For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d). For all construction subcontracts, and subgrants of amounts in excess of $100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e). For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f). For all contracts, including subcontracts in excess of $2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit, and the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)), and shall include the contract clauses set out in the Environmental Protection Agency publication entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)".

(g). For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program addressing Disadvantaged, Minority and Women's Business Enterprises, including Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations, Executive Order 12898 and 40 C.F.R. Part 33.

(h). For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i). For all contracts, the Governmental Unit shall comply with the requirements of the Federal Funding Accountability and Transparence Act (FFATA).

(j). For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13627 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(k). For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the NMFA pertaining to the Project or (ii) the NMFA has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(l). For all contracts, the Governmental Unit shall comply with the requirements of the Build America, Buy America Act (BABA) included in the BIL, in Sections 70901 through 70927, 2 BABA 70912 and 70914, 3 87 FR 23888 and 2 CFR part 184, in all subawards, contracts, and purchase orders for the work performed, or products supplied under this Loan Agreement. Under the BABA, the Governmental Unit is obligated to use United States produced iron, steel, manufactured products and construction materials for the Project with the funds available under this Loan Agreement unless the Governmental Unit believes a waiver is justified and NMFA finds that a waiver shall apply consistent with such Federal law.

(m). For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the NMFA such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default under this Loan Agreement.

(n). For all contracts, the Governmental Unit shall comply with the administration of the Clean Air Act and the Federal Water Pollution Control Act, including Section 306 of the Clean Air Act, 42 U.S.C. 7606 et seq, Section 508 of the Clean Water Act, 33 U.S.C. 1368, et seq. and Executive Order 11738

(o). For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(p). The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the Environmental Protection Agency for the Project.

(q). The Governmental Unit acknowledges that it is subject to the terms of the Environmental Protection Agency Memorandum titled "Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs" dated December 11, 2020. The Governmental Unit shall comply with 2 CFR 200.216 and Section 889 of Public Law 115-232 and shall not use loan or subsidy funds to obtain or enter into a contract to obtain covered telecommunications equipment produced or provided by companies listed in the system for Award Management exclusion list at SAM.gov. The exclusion list includes, but is not limited to, Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities.

(r). The Governmental Unit agrees to comply with all applicable New Mexico State cybersecurity laws and requirements and ensure that any connections between the Governmental Unit's network or information system and Environmental Protection Agency networks used by the recipient to transfer data under this Loan Agreement, if any, are secure. If a connection does not go through the Environmental Information Exchange Network or Environmental Protection Agency's Central Data Exchange, the Governmental Unit agrees to contact the Environmental Protection Agency Project Officer (PO) and work with the designated Environmental Protection Agency Regional/Headquarters Information Security Officer to ensure that the connections meet Environmental Protection Agency security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Governmental Unit into systems operated and used by Environmental Protection Agency's regulatory programs for the submission of reporting and/or compliance data. The Governmental Unit is subject to monitoring as deemed necessary by the NMFA or the State of New Mexico under 2 CFR 200.331. In regard to this section a "connection" is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

(s). If the Governmental Unit gathers geospatial data, as defined in 43 U.S.C. §2801(2018), during the life of the Project, the data must be consistent with the Federal Geographic Data Committee endorsed standards.

(t). In accordance with the EPA "Signage Requirement" guidelines, the Governmental Unit will place a sign and will maintain such sign in good condition throughout the construction period, at a visible location in the construction site that displays the EPA's agency emblem and identify the project as a "project funding by U.S. Environmental Protection Agency" as long as placing such sign is practically and financially viable and does not result in excessive cost to the Governmental Unit.

(u). The Governmental Unit, as well as any contractors and subcontractors working with the Governmental Unit in this Project, shall comply with all State laws and regulations pertaining to equal employment opportunity and all federal anti-discrimination law requirements, pursuant to 40 C.F.R. 35.3575(a)(c), including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., 40 C.F.R. Part 5, EPA's regulations 40 CFR §7.30 and 40 CFR §7.35, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, et seq., and the Age Discrimination Act of 1975, 42 U.S.C. §6102 which laws prohibit discrimination in the provision of services or benefits on the basis of race, color, national origin, sex, disability or age in programs or activities receiving federal assistance. However, the Governmental Unit shall not be required to take any action in accordance with the foregoing provisions that would, in the exercise of the Governmental Unit's good-faith and reasonable discretion, require the Governmental Unit to violate Executive Orders of the President of the United States of America or the Governor of New Mexico that are in effect and binding on the Governmental Unit throughout the Project period, nor shall the Governmental Unit be required to take any action contrary to an order or decision of a court having jurisdiction over any Executive Order of the President of the United States of America or any Executive Order of the Governor of the State.

The NMFA or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 Subordinate Lien Status. The Loan Agreement Payments constitute an irrevocable subordinate lien (but not necessarily an exclusive subordinate lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Subordinate Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a subordinate lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Subordinate Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the NMFA or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The NMFA or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the NMFA and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the NMFA and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA or its designee, shall defend the NMFA or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. In addition to the default provision in Article XXIX of the Master Ordinance, any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the NMFA or its designee, if any, unless the NMFA or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice

can be wholly cured within a period of time not materially detrimental to the rights of the NMFA or its designee but cannot be cured within the applicable thirty (30) day period, the NMFA or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings to protect the NMFA's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the NMFA may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the NMFA under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the NMFA; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements; or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the NMFA is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the NMFA to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The NMFA may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the NMFA, in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the NMFA shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the NMFA employs attorneys or incurs other expenses for the collection of payments hereunder, or the

enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

City of Santa Fe
Attn: City Clerk
P.O. Box 909
Santa Fe, New Mexico 87504-0909

If to the NMFA, then to:

New Mexico Finance Authority
Attention: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

And if to NMFA's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the NMFA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NMFA, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Integration. This Loan Agreement and any other agreements, certifications and commitments entered into between the NMFA and the Governmental Unit on the Closing Date constitute the entire agreement of the parties regarding the subject matter hereof as of the Closing Date. The Loan provided herein, which was approved by the NMFA Board of Directors on October 31, 2024, and the terms hereof supersede all prior understandings and agreements between the parties in connection with the Loan, to the extent inconsistent herewith.

Section 11.4 Master Ordinance. It is the intent and understanding of the parties that this Loan Agreement shall be, and is, consistent with the substantive terms and parameters established

for the issuance of such obligations by the Master Ordinance. The Ordinance authorizing this Loan Agreement is adopted as an Ordinance of the Governmental Unit, and a Supplemental Ordinance under the Master Ordinance and amends the Master Ordinance to authorize the issuance of the obligation evidenced the Loan Agreement in the form provided for in this Loan Agreement.

Section 11.5 Amendments. This Loan Agreement may be amended only with the written consent of the NMFA and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement, unless such change results in a decrease in the payment amount of the loan component.

Section 11.6 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA, either directly or through the NMFA or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the NMFA is hereby expressly waived and released by the Governmental Unit and by the NMFA as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.7 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.8 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.9 Assignment by the NMFA. This Loan Agreement (except as to the Administrative Fee) may be assigned and transferred by the NMFA to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.10 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.11 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.12 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[*Signature pages follow*.]

[*Remainder of page intentionally left blank*.]

IN WITNESS WHEREOF, the NMFA, on behalf of itself has executed this Loan Agreement, which was approved by the NMFA's Board of Directors on October 31, 2024, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the Finance Authority:

VIRTUE & NAJJAR, PC
As Loan Counsel to the NMFA

By _____
Richard L.C. Virtue

Approved for Execution by Officers of the NMFA:

By _____
Susan G. Pittard, Associate Counsel

CITY OF SANTA FE, NEW MEXICO

By_____
Michael Garcia, Mayor

[SEAL]

ATTEST:

By_____
Geralyn Cardenas, City Clerk

APPROVED AS TO FORM:

_____
Marcos D. Martínez, Interim City Attorney

EXHIBIT "A"

TERM SHEET

LOAN NO. DW-6522
TO THE CITY OF SANTA FE, NEW MEXICO

Governmental Unit:	City of Santa Fe, New Mexico
Project Description:	Finance the cost of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Plant as a component of the System owned and operated by the Governmental Unit and shall include such other related work and revisions necessary to complete the Project.
Pledged Revenues:	Pledged Revenues as defined in the Master Ordinance.
Currently Outstanding Senior Obligations for Pledged Revenues:	Series 2016 Refunding Revenue Bonds, matures 2039.
Currently Outstanding Subordinate Parity Obligations for Pledged Revenues:	2008 NMFA DWRLF Loan DW-1475, matures 2029 and 2013 NMFA DWRLF Loan DW-2696, matures 2034
Currently Outstanding Super Subordinate Obligations:	None.
Authorizing Legislation:	Governmental Unit Ordinance No. 2025-___ adopted June 11, 2025.
Closing Date:	July 18, 2025
Interest Rate:	0.25% (which includes the Administrative Fee)
Total Funding (Maximum Principal Amount):	$17,000,000

Total Repayable (Maximum Repayable Principal Amount):		$8,500,000
Repayable Project Fund:	$8,500,000	
Total Forgiven (Maximum Forgiven Principal Amount):		$8,500,000
Project Subsidy Fund:	$8,500,000	
Total Funding (Maximum Principal Amount):	$17,000,000	
Forgiven Percent:	50%	
Disadvantaged Status:	Disadvantaged	
First Interest Payment Date:	**[May 1, 2025] CONFIRM WITH NMFA**	
First Principal and Interest Payment Date:	**[May 1, 2027] CONFIRM WITH NMFA**	
First Debt Service Interest Payment Date:	**[May 1, 2025] CONFIRM WITH NMFA**	
Final Payment Date:	**[May 1, 2046] CONFIRM WITH NMFA**	

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: $17,000,000 Loan Agreement by and between the NMFA and the City of Santa Fe (the "Loan Agreement")

TO: DW@nmfa.net
New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505
Attn: Drinking Water

LOAN NO. DW-6522 CLOSING DATE: July 18, 2025

You are hereby authorized to disburse to the City of Santa Fe or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		☐ Interim Request ☐ Final Request
AMOUNT OF PAYMENT:	$	

For Period (work encumbered) _____ to _____

PURPOSE OF PAYMENT: _____

_____

_____

_____

☐ This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

☐ This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

☐ Check here if bank account information is new or has changed.

☐ Check here if bank account information is still current.

Please indicate if this Business is considered a

☐ SBE (Small Business Entrepreneur)	☐ MBE (Minority Business Entrepreneur)	☐ WBE (Women owned business Entrepreneur)	☐ N/A

(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Santa Fe is not in breach of any of the covenants contained therein. If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Santa Fe understands its obligation to complete the acquisition of the Project and shall complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED:_____ By:_____
Authorized Officer

_____
(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: $17,000,000 Loan Agreement by and between the Finance Authority and the City of Santa Fe (the "Loan Agreement")

Loan No. DW-6522

Closing Date: July 18, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

City of Santa Fe, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan was $ _____.

4. The portion of the Maximum Principal Amount unexpended for the Project is $ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, NEW MEXICO

By: _____

Its: _____

FIR No. 10734

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): DW 6522 - DWSRLF Loan for Flocculation Sedimentation Upgrades at Canyon Road Water Treatment Plant

Sponsor(s): Councilor Amanda Chavez and Councilor Alma Castro

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Clinton Peterson, Engineer **Date:** 1/12/2026 **Phone:** (505) 955-4369

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Feb 16, 2026 13:33:38 MST) **Date:** 02/16/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 18, 2026 09:34:08 MST) **Date:** 02/18/2026

Summary:
The proposed bill would authorize the execution and delivery of a Drinking Water State Revolving Fund loan and subsidy agreement in the total amount of $17,000,000 between the New Mexico Finance Authority and the City of Santa Fe ("City"). The loan would be for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Plant. This bill specifies that the loan be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). With respect to the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City. The Loan shall be in the maximum principal amount of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not receive a loan of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
If this bill is adopted, the City would be able to better fund this critical infrastructure project. The principal loan forgiveness of fifty percent would save the City of Santa Fe Water Division up to $8,500,000. Additionally, the completion of the project would allow the City to be able to better provide potable drinking water to residents by replacing aging equipment and increasing the treatment plant efficiency.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of $17,000,000 for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Cayon Road Water Treatment Plant. This loan has a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000. The loan portion of this agreement is to be paid back within 30 years at an interest rate of 0.25%.

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	$ 14,166.6	$14,166.6	$ 14,166.6				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
There is a 0.25% administrative fee associated with the loan, which is reflected in the expenditure table above as capital outlay.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$2,833,333.33	$2,833,333.33	$2,833,333.33	NR	505
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
The principal forgiveness associated with the loan will be applied to Fifty percent (50%) of the loan spent for this project. The Public Utilities Department is estimating 17 million dollars spent throughout the lifespan of the project over a period of approximately 26 months, spanning three fiscal years. The revenue savings associated with the maximum principal forgiveness of $8,500,000 is thus estimated in the table above to be allocated for the next 3 fiscal years.

Signature: 

Email: jdroach@santafenm.gov

Signature: Clinton Peterson
Clinton Peterson (Feb 18, 2026 10:39:48 MST)

Email: cdpeterson@santafenm.gov

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 87504-0909

ACCOUNT:	S2460
AD NUMBER:	115310
TAG LINE	LEGAL #95070
P.O.#:	CITY CLERK

1 TIME(S)	$162.52
AFFIDAVIT	10.00
TAX	14.13
TOTAL	186.65

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 95070 a copy of which is hereto attached was published in said newspaper 1 day(s) between 03/24/2026 and 03/24/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 24th day of March, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 27th day of March, 2026

Notary _____

Commission Expires: 3/14/29

STATE OF NEW MEXICO
NOTARY PUBLIC
KAREN E ABEYTA
COMMISSION # 2005802
COMMISSION EXPIRES 03/19/2029

LEGAL #95070

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, April 7, 2026.

The purpose of the public hearing will be to consider the following:

BILL NO. 2026-03. A Bill Relating to City Administration; Amending Section 2-8 SFCC 1987 to Reorganize Certain City Departments; Creating New Sections of Code to Include 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, and 2-8.15; Amending Section 2-8.1 SFCC 1987 to Include a General Provisions Section and Exhibit A; Amending Section 2-8.2 to Rename Community Health and Safety Department to "Community Services Department" and to Include Youth and Family Services and Recreation, and to Remove the Office of Emergency Management; Amending Section 2-8.3 SFCC 1987 to Eliminate the Community Development Department; Amending 2-8.4 to Establish the Office of Emergency Management and Changing the Name From Office of Emergency Management to "Emergency Management Department"; Amending 2-8.5 Creating a New Department the "Economic Development Department" and to Include the Arts and Culture Division and the Film Division; Amending 2-8.6 Creating a Department the "Land Use Department" and to Include the Affordable Housing Division; Amending Section 2-8.7 Creating Tourism Santa Fe Department; Creating Section 2-8.14 to Include a New "Regional Airport Department"; Creating Section 2-8.15 to Include the Metropolitan Redevelopment Agency and Renaming it "Metropolitan Redevelopment Agency ("MRA") Department"; Repealing Sections 2-14, 2-15, and 2-20 SFCC 1987; Repealing Exhibit C of SFCC 1987, "City Organization".

BILL NO. 2026-04. Be It Ordained by the Governing Body of the City of Santa Fe:Authorizing the Execution and Delivery of a Loan and Subsidy Agreement ("Loan Agreement") by and Between the New Mexico Finance Authority ("NMFA") and City of Santa Fe, New Mexico ("the Borrower"), in the Total Amount of Seventeen Million Dollars ($17,000,000), Evidencing an Obligation of the Borrower to Utilize the Loan Amount Solely for the Purpose of Financing the Costs of Constructing a New Flocculation and Sedimentation Process and Making Improvements to the Canyon Road Water Treatment Plant as a Component of the System Owned and Operated by the Borrower, and Solely in the Manner Described in the Loan Agreement; Providing for the Pledge and Payment of the Loan Solely From the Net Revenues of the Water Utility System of the Borrower; Certifying that the Loan Amount, Together with Other Funds Available to the Borrower, is Sufficient to Complete the Project; Approving the Form of and other Details Concerning the Loan Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Ordinance; and Authorizing the Taking of Other Actions in Connection With the Execution and Delivery of the Loan Agreement.

BILL NO. 2026-07. A Bill Creating a New Section 2-2.10 of SFCC 1987 to Establish City Attorney and City Clerk Authority to Correct Scrivener's Errors.

PUB.: Mar. 24, 2026

Date: February 19, 2025

To: Governing Body, Quality of Life Committee

From: Marci Eannarino, Legislation and Policy Innovation Manager

Christine Spiers, Legislative Coordinator

Palmer Anderson, Policy Analyst PALMER ANDERSON

Via: Marcos Martínez, City Attorney MM

RE: Authorization for City Attorney and City Clerk to correct scrivener's errors

---

EXECUTIVE SUMMARY:

This bill would authorize the City Attorney and the City Clerk to correct scrivener's errors in resolutions, ordinances, and in the City of Santa Fe's municipal code, SFCC 1987. The bill describes scrivener's errors as misspellings, grammatical errors, numbering errors, or cross referencing errors. The scrivener's errors would be documented with a "scrivener's note" and attached to the corrected ordinance or resolution. The scrivener's note would then be included in the packet as an action item at a regular governing body meeting.

ATTACHMENTS:

Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-7

INTRODUCED BY:

Councilor Jamie Cassutt

A BILL

CREATING A NEW SECTION 2-2.10 OF SFCC 1987 TO ESTABLISH CITY ATTORNEY AND CITY CLERK AUTHORITY TO CORRECT SCRIVENER'S ERRORS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. [NEW SECTION] Creating Section 2-2.10 of SFCC 1987 is ordained to read:

2-2.11 – Authority to correct scrivener's errors.

A. The city attorney and city clerk are each individually authorized to correct scrivener's errors in SFCC 1987 and in ordinance or resolution.

B. For purposes of this section, a scrivener's error includes one or more of the following:

a. A misspelling;

b. A grammatical error;

c. A numbering error; or

d. A cross-referencing error;

C. A scrivener's error correction made under the authority granted by this section shall be

underscored material = new [bracketed material] = delete

documented as follows:

a. A correction to an ordinance or resolution shall be accompanied by a scrivener's note and attached to the corrected ordinance or resolution. Any such correction shall be reported within three months of such correction at a regular meeting of the Governing Body.

b. Corrections to SFCC 1987 and to resolutions shall be noted therein and the record of the correction shall be documented in the city clerk's office.

D. Scrivener's notes shall be included in the packet as an action item and approved by the governing body at a regular governing body meeting.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Feb 20, 2026 14:04:07 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bill/Authority to correct scrivener's errors

FIR No. 10744.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Authority to correct scrivener's errors

Sponsor(s): Councilor Jamie Cassutt

Reviewing Department(s): City Attorney's Office and Office of City Clerk

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager

Date: 2/29/2026 **Phone:** (505) 955-6518

Reviewed by City Attorney: Marcos Martinez (Feb 20, 2026 14:04:07 MST) **Date:** 02/20/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 20, 2026 14:09:38 MST) **Date:** 02/20/2026

Summary:
This bill would create a new Section 2-2.10 of SFCC 1987 authorizing the City Attorney and the City Clerk to correct scrivener's errors in resolutions, ordinances, and in the City of Santa Fe's municipal code, SFCC 1987. The bill describes scrivener's errors as misspellings, grammatical errors, numbering errors, or cross referencing errors. The scrivener's errors would be documented with a "scrivener's note" and attached to the corrected ordinance or resolution. The scrivener's note would then be included in the packet as an action item at a regular governing body meeting.

Departments Affected:
City Attorney's Office and Office of City Clerk

Consequences of Not Enacting Legislation:
If this legislation is not adopted, a new Section 2-2.10 of SFCC 1987 will not be created to authorize the City Attorney and City Clerk to correct scrivener's errors. This could result in a lack of process and clarity for when the City would require a bill to make minor corrections and when a simpler process can be used to address such errors.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
This bill would require the City Clerk and City Attorney's office to create "scrivener's notes" to correct items such as misspellings, grammatical errors, numbering errors, or cross referencing errors. The scrivener's note would be included in the packet as an action item and approved by the Governing Body at a regular Governing Body meeting.

Fiscal Implications:
None at this time.

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: pcanderson@santafenm.gov

Signature:

Email: cmspiers@santafenm.gov

Signature:

Email: maeannarino@santafenm.gov

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 87504-0909

ACCOUNT:	S2460
AD NUMBER:	115310
TAG LINE	LEGAL #95070
P.O.#:	CITY CLERK

1 TIME(S)	$162.52
AFFIDAVIT	10.00
TAX	14.13
TOTAL	186.65

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 95070 a copy of which is hereto attached was published in said newspaper 1 day(s) between 03/24/2026 and 03/24/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 24th day of March, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 27th day of March, 2026

Notary _____

Commission Expires: 3/14/29

STATE OF NEW MEXICO
NOTARY PUBLIC
KAREN E ABEYTA
COMMISSION # 2005802
COMMISSION EXPIRES 03/19/2029

LEGAL #95070

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, April 7, 2026.

The purpose of the public hearing will be to consider the following:

BILL NO. 2026-03. A Bill Relating to City Administration; Amending Section 2-8 SFCC 1987 to Reorganize Certain City Departments; Creating New Sections of Code to Include 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, and 2-8.15; Amending Section 2-8.1 SFCC 1987 to Include a General Provisions Section and Exhibit A; Amending Section 2-8.2 to Rename Community Health and Safety Department to "Community Services Department" and to Include Youth and Family Services and Recreation, and to Remove the Office of Emergency Management; Amending Section 2-8.3 SFCC 1987 to Eliminate the Community Development Department; Amending 2-8.4 to Establish the Office of Emergency Management and Changing the Name From Office of Emergency Management to "Emergency Management Department"; Amending 2-8.5 Creating a New Department the "Economic Development Department" and to Include the Arts and Culture Division and the Film Division; Amending 2-8.6 Creating a Department the "Land Use Department" and to Include the Affordable Housing Division; Amending Section 2-8.7 Creating Tourism Santa Fe Department; Creating Section 2-8.14 to Include a New "Regional Airport Department"; Creating Section 2-8.15 to Include the Metropolitan Redevelopment Agency and Renaming it "Metropolitan Redevelopment Agency ("MRA") Department"; Repealing Sections 2-14, 2-15, and 2-20 SFCC 1987; Repealing Exhibit C of SFCC 1987, "City Organization".

BILL NO. 2026-04. Be It Ordained by the Governing Body of the City of Santa Fe:Authorizing the Execution and Delivery of a Loan and Subsidy Agreement ("Loan Agreement") by and Between the New Mexico Finance Authority ("NMFA") and City of Santa Fe, New Mexico ("the Borrower"), in the Total Amount of Seventeen Million Dollars ($17,000,000), Evidencing an Obligation of the Borrower to Utilize the Loan Amount Solely for the Purpose of Financing the Costs of Constructing a New Flocculation and Sedimentation Process and Making Improvements to the Canyon Road Water Treatment Plant as a Component of the System Owned and Operated by the Borrower, and Solely in the Manner Described in the Loan Agreement; Providing for the Pledge and Payment of the Loan Solely From the Net Revenues of the Water Utility System of the Borrower; Certifying that the Loan Amount, Together with Other Funds Available to the Borrower, is Sufficient to Complete the Project; Approving the Form of and other Details Concerning the Loan Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Ordinance; and Authorizing the Taking of Other Actions in Connection With the Execution and Delivery of the Loan Agreement.

BILL NO. 2026-07. A Bill Creating a New Section 2-2.10 of SFCC 1987 to Establish City Attorney and City Clerk Authority to Correct Scrivener's Errors.

PUB.: Mar. 24, 2026

CITY OF SANTA FE

CITY ATTORNEY

MEMORANDUM

To: **Members of the Governing Body**

From: **Frank Ruybalid, Assistant City Attorney** FR

Via: **Marcos Martinez, City Attorney** MM

Re: **Appeal # 2025-11633-APPL of Case # 2024-9320.** Adjoining Property Owner Tierra Contenta Corp. Appeals the Planning Commission's October 16, 2025, Decision Approving a Development Plan by Zydeco, LLC, for a 7.9-Acre Parcel at 7205 Plaza Central and Finding that the Development Is Not Subject to the Affordable Housing Guidelines of the Santa Fe Homes Program, SFCC Section 14-8.11(D)(3)(a).

Date: **April 2, 2026, for the April 7, 2026, Governing Body meeting**

The Property Owner, Tierra Contenta Corp., and its agent Homewise, Inc. ("Appellants"), have filed an Appeal challenging a decision by the Planning Commission ("Commission") approving a Development Plan to build up to 165 multi-family residential units on a 7.9-acre lot zoned C-1 (Office and Related Commercial). The lot is at 7205 Plaza Central, just east of U.S. Hwy. 599 between Jaguar Drive and Airport Road, and is commonly called the "Zorro Blanco" development. **[Exhibit E, Staff Report, at 16]** This parcel was one of 74 divided lots in the 1,421-acre Tierra Contenta development, annexed into the City in 1985 and included in a Master Plan in 1994. **[Ex. K, Annexation Agreement, at 17]**

In a public hearing on October 16, 2025, the Planning Commission, based on a recommendation by the Land Use Staff, approved the Zorro Blanco development without requiring that it comply with the affordable housing mandate of the Santa Fe Homes Program, Santa Fe City Code 1987 ("SFCC") Section 14-8.11. **[Ex. C, Findings & Conclusions, at 8-10]** This is because the 1994 Tierra Contenta Annexation Agreement has a provision for affordable housing, requiring the Tierra Contenta Corporation to build 40 percent of its planned 3,700 dwelling units for families earning at or below 80 percent of the City's median household income. **[Ex. K, Annexation Agreement, at 115]** Under the City Code, "The SFHP does not apply to...a development or portion of a development that is subject to a formal written and binding agreement entered into prior to August 15, 2005 with the city or Santa Fe County in which the signatories agreed to provide affordable housing or payment in lieu." **[SFCC Section 14-8.11(D)(3)(a)]**

Tierra Contenta Corp. appeals only the finding by the Planning Commission that Zorro Blanco is exempt from the affordable housing requirements of the SFHP. The Zorro Blanco developer, Zydeco, LLC, argues that when Tierra Contenta Corp. ("TCC") sold the parcel where the Zorro Blanco project will be built, TCC. did not include any affordable housing covenants in the deed, nor did it require Zydeco, LLC, to sign any other agreement on affordability. **[Ex. I, Affordable Housing Correspondence, at 102]**

In this "de novo" appeal, the Governing Body may uphold or reverse the Planning Commission's decision to exclude the Zorro Blanco development from the Santa Fe Homes Program ("SFHP"). **[SFCC Section 14-2.2(F)]** A "de novo" hearing is one in which the Governing Body conducts an independent application of the law to the evidence to decide whether the facts and the law support the exclusion of this development from the SFHP.

I. BACKGROUND

A. Tierra Contenta and the Zorro Blanco Development

The Tierra Contenta Master Plan was created in 1994 and has undergone multiple phases of development, 1-A to 2-C, since its approval. 7205 Plaza Central is part of Phase 2-C. The Tierra Contenta development rests within 1,479 acres that was annexed into the City in 1985 by Ordinance # 1985-58. **[Ex. E, Staff Report, at 17]** The Master Plan was incorporated into a Restated Annexation Agreement, signed by all landowners in the development. **[Ex. K, Annexation Agreement, at 111-128]**

The parcel at 7205 Plaza Central presently is a vacant, undeveloped acreage. Multi-family dwelling units and restaurants, including fast food and takeout, are permitted in a C-1 Office and Related Commercial zone. **[SFCC Section 14-4.3(A), Table 14-7.3-1]** The Zorro Blanco project includes 17 buildings composed of 11 studio apartments, 93 one-bedroom apartments, 58 two-bedroom apartments, and two three-bedroom apartments, along with an office, community space, pool, gym and a coffee shop. **[Ex. E, Staff Report, at 17]**

Zydeco, Inc. (the "Applicant") submitted a development plan that shows the development on 6.9 acres. On this lot size the development would exceed the permitted density of 21 dwelling units per acre, but that density would be allowed under the 15-percent "density bonus" afforded to developers who are subject to the SFHP affordable housing mandate. **[SFCC Section 14-8.11(G)(1)(a)]** If the Governing Body concludes that the SFHP affordable housing mandate does not apply to Zorro Blanco, the Applicant will amend the lot size by adding one adjacent acre of land the Applicant already owns, and recalculating the density. The Applicant has acknowledged this requirement in a notarized letter dated July 25, 2025. **[Ex. J, Lot Size Change, at 107]**

B. Covenants of the Restated Annexation Agreement

Seven landowners had parcels of various sizes within the Tierra Contenta development,

with TCC owning 860 acres, which was more than the other six owners combined. **[Ex. K, Annexation Agreement, at 145]** The City and all seven owners, including TCC, signed the Restated Annexation Agreement, and it was recorded December 15, 1994, by the County Clerk's Office. **[Ex. K, Annexation Agreement, at 124]** The Agreement included an Affordable Housing requirement, Section 7(A), which read:

> Tierra shall develop approximately forty percent (40%) of the 3,700 lots or units planned for Tierra's property for families earning at or below eighty percent (80%) of the median family income of the City and for single person households earning under one hundred percent (100%) of the City median household income.

[Ex. K, Annexation Agreement, at 115] Other clauses in the Agreement required landowners to dedicate property to parks and open space (Section 9), prohibited landowners from drilling wells (Section 10(C)(5)), required Archaeological Clearance Permits for further development plans (Section 11), and required landowners to pay impact fees required by the City Code (Section 13). **[Ex. K, Annexation Agreement, at 111-128]**

To make sure all future landowners who bought property within the TC development were bound by the covenants of the Annexation Agreement, the Agreement had a requirement that any landowner selling its property must obtain a written agreement from the buyer that the buyer accepted the obligations set forth in the Agreement. Section 16, Assignments, reads:

> Each Landowner shall be entitled to sell, transfer or assign all or any portion of that Landowner's rights and obligations under this Agreement provided the Landowner or the Landowner's assignee delivers to the City an agreement executed by Landowner and Landowner's assignee, acknowledging such assignment, describing the portion of the real property to which the assignment applies, and evidencing the assignee's acceptance of the rights and obligation under this Agreement.

[Ex. K, Annexation Agreement, at 122]

II. PROCEDURAL HISTORY

A. <u>Application for Development Plan Approval</u>

In October, 2024, Pax Consulting, LLC, agent for Zorro Blanco (the "Applicant"), submitted a Development Plan along with various plans, plat maps, elevation drawings, an archaeological clearance, traffic impact analysis, and a 22-page letter addressing the Development Plan Approval Criteria under the City Code, SFCC Section 14-3.8(D). **[Ex. G, Application Letter, at 42-67]** The Applicant addressed affordable housing, explaining that it offered to pay fees in lieu of providing affordable housing, as permitted by SFCC Section 26-1.33, Alternate Means of Compliance. **[Ex. G, Application Letter, at 66-67]** However, the Land Use Staff had determined that the Santa Fe Homes program did not apply to Zorro Blanco (nor does the Section 14-8.11(G)(1)(a) density bonus). The Applicant wrote that it disagreed

with the Land Use Staff's decision on this issue. **[Ex. G, Application Letter, at 67]**

B. Staff Recommendation and Commission Decision

In its Staff Report to the Planning Commission, the Land Use Staff recommended approval of the development proposal. **[Ex. E, Staff Report, at 17]** The Staff explained its decision why the Zorro Blanco development did not qualify for the Santa Fe Homes Program, for the density bonus, or for the fee-in-lieu alternate means of compliance: the parcel where Zorro Blanco will be built is part of the 1994 Tierra Contenta Master Plan and Annexation Agreement, which has its own affordable housing requirement (40 percent, per Section 7 of the Agreement). **[Ex. E, Staff Report, at 24]** This removes Zorro Blanco, or any other development within the TC Master Plan, from the obligations and benefits of the SFHP, per SFCC Section 14-8.11(D)(3). **[Ex. E, Staff Report, at 24]**

The Planning Commission considered the development application in its regular meeting October 16, 2025. **[Ex. D, Planning Commission Minutes, at 14]** Eight members of the Commission participated in the hearing. **[Ex. D, Minutes, at 11]** Because the chair only has a vote in the event of a tie, seven members voted. **[City Resolution # 2009-20, Art. 11, § 2(B); Ex. D, Minutes, at 11]**

Case Manager Alexa Hempel described the project application and recommended that the Planning Commission approve it. **[Ex. D, Minutes, at 14] See also YouTube,** https://www.youtube.com/live/fRst2HrXAas?si=2FBt0jcNsX-rYw1K at **2:04:28**. Ms. Hempel explained the Staff's decision about the affordable housing requirements, noting that the developer sought inclusion in the SFHP, planned the development for 6.9 acres and offered to pay the fee-in-lieu alternative to affordable housing. **[YouTube at 2:14:10]** Ms. Hempel explained that the Zorro Blanco development was within the Tierra Contenta Annexation Agreement Master Plan, and that Zorro Blanco was excluded from the SFHP by SFCC Section 14-8.11(D)(3). In response to the Staff's decision, Zydeco, LLC, agreed to add an acre to the plat map to meet the density restriction, Ms. Hempel said. **[YouTube at 2:15:30]**

On behalf of Zydeco, LLC, Katherine Mortimer, Founder and Principal of Pax Consulting, LLC, and Architects Tom Gifford and Aaron Bohrer addressed the Commission, talking mostly about the architectural design and functionality of the project. **[YouTube at 2:20:05]** Five Commissioners had questions about topics unrelated to affordable housing. Commissioner Kelly McReynolds asked for clarification about the addition of the extra acre that was required due to the Applicant's ineligibility for the Santa Fe Homes Program. **[YouTube at 2:51:30]** Ms. Hempel explained that the Applicant had proposed 165 dwelling units on the 6.9-acre lot in expectation that it could participate in SFHP, but because it did not qualify for SFHP it was limited to 144 units; it had to add an acre for its dwelling units per acre to equal 21, consistently with its C-1 zoning designation. **[YouTube at 2:40:18]**

One public commentator appeared in person and expressed concern about the traffic impact and said she favored affordable housing and she supported the proposed coffee shop. **[YouTube at 2:57:25]** Another commentator, appearing by Zoom, had questions about the

architectural renderings. **[YouTube at 3:01:40]** Mr. Gifford and Mr. Bohrer answered the caller's questions. **[YouTube at 3:04:30]** No agent for the Appellant, Tierra Contenta, participated in the hearing.

Commissioner Gurushabad Mirando moved, and the Commission voted unanimously among the seven voting members to approve the application. **[Ex. D, Minutes, at 14]** On November 6, 2025, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its decision to approve the application. **[Ex. C, Findings & Conclusions, at 8-10]** The Findings of Fact and Conclusions of Law noted that the total acreage for the development will be 7.9, not 6.9, acres, indicating that the SFCC Section 14-8.11(G)(1)(a) density bonus for participants in the SFHP would not apply. **[Ex. C, Findings & Conclusions, at 8]**

III. APPEAL TO THE GOVERNING BODY

A. Applicable Code Sections

Under SFCC Section 14-3.17(A)(2), an appeal of a Land Use Board decision may be filed for one or more of the following reasons:

(a) To contest non-compliance of a final action with Chapter 14 or Sections 3-21-1 through 3-21-14 NMSA 1978 (the New Mexico zoning enabling act);
(b) To contest the application of SFCC Chapter 14; or
(c) To appeal a decision lacking substantial evidence to support it.

B. The Appellants' Claims

In its Verified Appeal Petition ("Petition"), the Appellant claims the Planning Commission made a ruling which incorrectly interprets SFCC Section 14-8.11(D)(3), and is therefore a misapplication of a section of Code Chapter 14 (controlling Land Use). **[Ex. A, Verified Appeal Petition, at 3]**

The Appellant argues that by building 165 market-rate units, the Zorro Blanco project will not fulfill the TC Annexation Agreement's 40-percent affordable housing requirement. **[Ex. A, Petition, at 6]** TCC's agent argues that the intent of SFCC Section 14-8.11 (D)(3) is to enforce prior formal written agreements that require an applicant to provide affordable housing, which eliminates the need for the City to impose the mandates of the SFHP. **[Ex. A, Petition, at 6]** When a developer is not compelled to provide affordable housing by a prior written agreement, the presumption is that the SFHP mandates *do* apply, the Appellant argues. **[Ex. A, Petition, at 6]**

The Appellant further claims that for the Planning Commission to approve the Zorro Blanco project without an affordable housing requirement creates a hardship to the TCC Development in TC Phase 2 is not complete, and every new development affects TCC's ability to meet its affordable housing obligations under the Annexation Agreement. **[Ex. A, Petition, at 5]** According to TCC, roughly 41 percent affordability had been achieved in Tierra Contenta as of the last approved development in Phase 2-C, but the percentage of affordable housing would

drop to approximately 35 percent if no new affordable housing is required for the remainder of that phase. **[Ex. A, Petition, at 5]** This risks putting TCC out of compliance with the Annexation Agreement, the Appellant argues.

Further, Tract 51, where Zorro Blanco is located, does not have affordable housing requirements under the Annexation Agreement because its land use designation when the Master Plan was adopted was "Office/Business Incubator," for which no housing units were contemplated. **[Ex. A, Petition, at 6]** (The site subsequently was re-zoned C-1, which permits some residential use.) Therefore, the Appellant argues, because no residential units were planned, the affordable housing requirements of the Annexation Agreement do not apply to the Zorro Blanco tract, and the SFHP should apply to the project. **[Ex. A, Petition, at 4-5]**

In all other respects, TCC supports the Zorro Blanco development. It wrote in its Appeal Petition, "[W]e are supportive of the Zorro Blanco project and do not wish to halt or impede its development. We simply ask the Governing Body to correct the Final Action, avoiding detrimental impacts to the City and to remaining development in Tierra Contenta." **[Ex. A, Petition, at 7]**

C. The City Staff's Position

The Land Use Staff, consistently with the position it took in its Staff Report and in the Planning Commission hearing, maintains that Zorro Blanco is not eligible for inclusion in the SFHP, is not eligible for a density bonus, and cannot opt in by agreeing to pay fees in lieu of affordable housing. **[Ex. E, Staff Report, at 24]** Read plainly, SFCC Section 14-8.11(D)(3) simply states that the SFHP does not apply to a development "or portion of a development" that is subject to an agreement pre-dating 2005 in which the signatories agreed to provide affordable housing. **[SFCC Section 14-8.11(D)(3)]** An intention of the Santa Fe Homes Program, expressed in SFCC Section 26-1.3(B) is to "*encourage* the construction of affordable housing in all areas of the city in accordance with the general plan." Nothing expresses an intention of the SFHP to *require* construction of affordable housing.

Tract 51, where the Zorro Blanco project is proposed is clearly "a portion of a development," and the development is subject to the Affordable Housing clause, Section 7, of the Tierra Contenta Restated Annexation Agreement. **[Ex. K, Annexation Agreement, at 144; and § 7, at 115]** In the map showing the Revised Master Plan PRC and Annexation, Tract 51 is the diagonally hatch-marked lot on the far western edge, but clearly within the TC Master Plan. **[Ex. K, Annexation Agreement, at 144]**

The Staff finds unpersuasive TCC's complaint that to release Zorro Blanco from any affordable housing requirement creates a hardship by reducing affordable housing in Phase 2 below 40 percent, requiring TCC to build a greater proportion of affordable housing to compensate for the resulting decline. The Staff notes that TCC sold the Zorro Blanco tract in 2009 to a company, Commercial Center @ 599, Inc., delivering a Warranty Deed that made no mention of the 1994 Annexation Agreement or Master Plan. **[Ex. L, Warranty Deed, at 147-150]** This disregarded Section 16 of the Annexation Agreement, which requires TC landowners

to obtain from anybody who buys their property a written agreement acknowledging his/her obligations under the Annexation Agreement. **[Ex. K, Annexation Agreement, at 122]** See Section I(B), above, for the specific language of § 16. The written acknowledgement required by this section must be delivered to the City, according to the terms of Section 16, and the Staff has no evidence TC ever fulfilled this requirement or delivered such a written acknowledgement to the City.

Further, although the 2009 Warranty Deed does have cursory language to the effect that the transfer is "SUBJECT TO: Restrictions, reservations and easements of record," the legal description had to be revised, and TCC issued a Corrected Warranty Deed to Commercial Center @ 599, Inc., in 2011 in which there is no reference whatsoever to any restrictions and reservations. **[Ex. L, Warranty Deed, at 151-159]** Neither the Warranty Deed nor the Corrected Warranty Deed make *any* reference to the 1994 TC Annexation Agreement or Master Plan. Commercial Center @ 599, Inc., would later transfer this property to Zydeco, LLC.

The Land Use Staff also is not persuaded that the designation "Office/Business Incubator" designation, with no planned residential units, relieved TCC from getting a written acknowledgement of the Annexation Agreement covenants. The Annexation Agreement had parks and open space requirements (Section 9), prohibited drilling for wells (Section 10(C)(5)), required landowners to pay impact fees (Section 13), and other requirements that would apply to all tracts within TC regardless whether residential units for planned for them or they were entirely industrial/commercial. **[Ex. K, Annexation Agreement, at 56]**

D. Standard of Review

On appeal, the Governing Body should determine whether there is substantial evidence to support the Planning Commission decision. The Governing Body should independently apply the Code provisions described above to the facts of this case. *See* Appendix (relevant Code provisions).

IV. CONCLUSION

In considering the Appellant's appeal, the Governing Body must address the following question: Does the Santa Fe Homes Program apply to the proposed Zorro Blanco development at 7205 Plaza Central?

If the answer is "**no**," deny the appeal.

If the answer is "**yes**," state the facts that make the Santa Fe Homes Program applicable to the proposed Zorro Blanco development, and grant the appeal.

V. MOTION OPTIONS

There are two options for motions in this case:

Motion 1: I move to deny the appeal, on the grounds that evidence presented to the Planning Commission supported the Commission's approval of the Zorro Blanco development without the affordable housing requirements of the Santa Fe Homes Program.

Motion 2: I move to grant the appeal, based on our finding that the Santa Fe Homes Program does apply to the proposed Zorro Blanco development because (*state facts supporting the finding*).

VI. LIST OF EXHIBITS

A	Verified Appeal Petition	Dec. 3, 2025	pp. 1-2
B	Appeal Petitioner's Attachment with Description of Harm	Dec. 3, 2025	pp. 3-7
C	Findings of Fact & Conclusions of Law	Nov. 6, 2025	pp. 8-10
D	Planning Commission Meeting Minutes	Oct. 16, 2025	pp. 11-15
E	Staff Report, Planning & Land Use Department	Oct. 16, 2025	pp. 16-31
F	Maps & Photos (Attachment B to Planning Commission packet)	Oct. 16, 2025	pp. 32-40
G	Application Letter (Attachment C1 to Planning Commission packet)	Oct. 10, 2024	pp. 41-67
H	Development Plan excerpts (Attachment C11 to Planning Commission packet)	Jul. 1, 2025	pp. 68-85
I	Affordable Housing Correspondence (Attachment C13 to Planning Commission packet)		pp. 86-106
	Zydeco (Sommer Karnes) to TC Corp.	Feb. 14, 2025	pp. 87-90
	SFHP Fee-in-Lieu Agreement		pp. 91-97
	SFHP Rental Unit Calculation Worksheet		p. 98
	TC Corp. to Zydeco	Apr. 29, 2025	pp. 99-100
	Zydeco (Sommer Karnes) to TC Corp.	May 8, 2025	pp. 101-103
	TC Corp. to Zydeco TCVP Land, LLC	May 15, 2025	p. 104
	TC Corp. to Heather Lamboy, City of Santa Fe	Aug. 7, 2025	pp. 105-106
J	Letter Acknowledging Lot Size Change (Attachment C14 to Planning Commission packet)	Jul. 25, 2025	p. 107-109
K	Tierra Contenta Restated Annexation Agreement (Attachment D to Planning Commission packet)	Dec. 15, 1994	pp. 110-146
	Revised Master Plan PRC & Annexation	Dec. 6, 1994	p. 133, 144
	Schedule of Improvements		pp. 136-141
	Revised Development Program	Dec. 6, 1994	pp. 145
L	Warranty Deed to Commercial Center @ 599, Inc.	Dec. 31, 2009	pp. 147-150
M	Corrected Warranty Deed to Commercial Center @ 599, Inc.	Oct. 13, 2011	p. 151-159

APPENDIX:
EXCERPTS FROM SANTA FE CITY CODE

14-8.11 - Santa Fe Homes Program (SFHP)

(A) Authority

The SFHP is enacted pursuant to the authority set forth in Section 26-1.2 SFCC 1987 (Santa Fe Homes Program).

(B) Adoption of SFHP

The governing body has adopted the SFHP as set forth in Section 26-1 SFCC 1987.

(C) Responsibilities

The land use director shall:

(1) administer and enforce all planning and land use ordinances that apply to development requests that are subject to this Section 14-8.11;

(2) require, as part of the development review process, that the applicant prepare and submit a SFHP proposal to the office of affordable housing to assure compliance with the SFHP Ordinance;

(3) administer provisions for development incentives in the development review process as set forth in this Section 14-8.11;

(4) record the SFHP agreements with the respective subdivision plat or development plan at the county clerk's office; and

(5) where applicable, invoke sanctions for noncompliance with SFHP agreements at the request of the city manager.

(D) Applicability

(1) Except as set forth in this Subsection 14-8.11(D), the SFHP shall apply to any application for development, including annexation, rezoning, subdivision plat, increase in density, development plan, extension of or connection to city utilities for land outside the city limits, and construction permits that propose two or more dwelling units or buildings or portions of buildings that may be used for both nonresidential and residential purposes and manufactured home lots. SFHP applies to the residential portion of the development.

(a) The SFHP applies to new construction, to the conversion of existing rental units to ownership units and the conversion of commercial uses to residential uses.

(b) The SFHP does not apply to a family transfer as set forth in Section 14-3.7(F)(2) or a division of land into two lots as set forth in Section 14-3.7(D) (Summary Procedure).

(c) The applicant is responsible for determining the applicability of SFHP to the proposed development and complying with the requirements of SFHP.

(2) The SFHP applies to dwelling units in vacation time share projects.

(3) The SFHP does not apply to:

(a) a development or portion of a development that is subject to a formal written and binding agreement entered into prior to August 15, 2005 with the city or Santa Fe County in which the signatories agreed to provide affordable housing or payment in lieu thereof; or

(b) dwelling unit or manufactured home lots for an elementary, middle or high school; college or university; hospital; or similar institution to be used exclusively by its employees or enrolled students and their families. If the dwelling units or manufactured homes are no longer exclusively used by its employees or enrolled students and their families, the SFHP shall apply at the time the units are converted.

26-1.8 - Applicability and Amendments to Prior Agreements.

A. The SFHP ordinance shall apply to the following actions or projects:

(1) any application for residential development including, but not limited to, annexation, rezoning, subdivision plat, increase in density, development plan, or extension of, or connection to, city utilities for land outside the city limits;

(2) building permits that propose two (2) or more dwelling units or buildings or portions of buildings that may be used for both nonresidential and residential purposes, including single family homes, multifamily housing, live/work housing, and manufactured home lots;

(3) new construction, the conversion of existing rental units to ownership units, and the conversion of commercial uses to residential uses;

(4) vacation time share projects and short term rental units, to the limited extent described in subsection 26-1.22(B)(1)(c); and

(5) any amendment to an SFHP agreement or HOP agreement that was entered into prior to June 8, 2011, so that the amended agreement meets the current requirements of section 26.1.

B. The SFHP Ordinance shall not apply to the following situations:

(1) a development or portion thereof that is subject to any formal, written, and binding agreement entered into prior to August 15, 2005, with the city or Santa Fe county in which the signatories agreed to provide affordable housing or payment in lieu thereof;

(2) a dwelling unit or manufactured home lot for an elementary, middle or high school; college or university; hospital; or similar institution to be used exclusively by its employees, enrolled students, patients, and their families. If the dwelling unit or lot is no longer used exclusively by such employees, enrolled students, patients, or families, the SFHP Ordinance applies at the time the units are converted;

(3) any non-residential portion of a development;

(4) a family transfer as set forth in subsection 14-3.7(F); or

(5) a division of land into two (2) lots as set forth in subsection 14.3.7(D).

26-1.22 - Requirements for SFHP rental units.

A. If a SFHP developer obtains a residential building permit for multifamily residential

development between January 1, 2016, and December 31, 2019, then a fee associated with such development shall be assessed in accordance with SFHP administrative procedures. If applicable, an annexation agreement, subdivision plat, or development plan shall be administratively amended to reflect the updated requirement and the amended document shall be recorded or filed, as applicable, by the owner or development. Incentives for SFHP developers as set forth in subsection 14-8.11 SFCC 1987 will not be available for these projects, other than the density bonus pursuant to subsection 14-8.11(G)(1).

B. Effective January 1, 2020, and thereafter, a SFHP developer that obtains a building permit for a multifamily residential development shall comply with the SFHP ordinance by either paying a fee, creating LPDUs, or affordable on-site units as follows:

(1) Fee in lieu. The SFHP developer may pay of a fee in lieu of providing on-site units, assessed according to an "affordability gap" calculation that determines the base fee, which is the difference between a FMR and the rent affordable to a renter earning sixty-five percent (65%) of the AMI.

(a) The steps of the calculation of the base fee amount, as more fully described in the administrative procedures, are as follows:

(i) multiply the total number of units (broken out by number of bedrooms) by fifteen percent (15%) to determine the number of affordable units;

(ii) multiply the number of affordable units by the base fee associated with each type of unit (broken out by number of bedrooms) to determine the monthly fee; and

(iii) multiply the monthly fee by twenty-four (24) months to determine the total project fee.

Signature: Marcos Martinez

Email: mdmartinez@santafenm.gov

Zorro Blanco Appeal (Appeal 2025-11633-APPL of Case 2024-9320)

Final Audit Report 2026-04-03

Created:	2026-04-03
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwU5KwkoCfWhyZBRpNR7mSrunISnq7lyU

"Zorro Blanco Appeal (Appeal 2025-11633-APPL of Case 2024-9320)" History

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CITY OF SANTA FE

Exhibit A

VERIFIED APPEAL PETITION
PLUD-17

RECEIVED
DEC 03 2025
BY: HL @ 2:04PM

APPELLANT INFORMATION

Name	Tierra Contenta Corporation
Address:	PO Box 4931 (Street Address) / Suite/Unit #
	Santa Fe (City) / NM (State) / 87502 (ZIP Code)
Phone	Email Address: admin@tierracontenta.org
Additional Appellant Names	
Correspondence Directed to	✓ ~~Owner~~ Appellant / Applicant / Both

APPLICANT/AGENT INFORMATION (IF DIFFERENT FROM OWNER)

Company Name:	Homewise, Inc.
Name (First, Last):	Lisa Gavioli, Real Estate Development Project Director
Address:	1301 Siler Rd (Street Address) / Bldg D (Suite/Unit #)
	Santa Fe (City) / NM (State) / 87507 (ZIP Code)
Phone: 505-629-6715	E-mail Address: lgavioli@homewise.org

AGENT AUTHORIZATION (IF APPLICABLE)

I am/We are the owner(s) and record title holder(s) of the property located at:

Tract 55A, Tierra Contenta Master Plan

I/we authorize Homewise, Inc. to act as my/our agent to execute this application.

Signed: [signature] Date: 12/8/2025

Signed: Date:

SUBJECT OF APPEAL

Project Name:	7205 Plaza Central (Zorro Blanco) Development Plan
Applicant or Owner Name:	Zydeco LLC
Location of Subject Site:	7205 Plaza Central, Santa Fe, NM 87507
Case Number: 2024-9320	Permit Number (if applicable) :

Final Action Appealed: Issuance of Building Permit / Other Final Determination of LUD Director

Final Action of Board or Commission: ✓ Planning Commission / BCD-DRC / Board of Adjustment / Historic District Review Board

Two originals of this form must be filed. The Land Use Department Director or their designee will enter the date and time of receipt and initial both original copies. See Section 14-3.17(D) SFCC 2001 for the procedure.

LAND USE STAFF ONLY

Time Filed:	Fee Paid: $ 200.00 (Receipt Attached)
Date Filed:	Staff Signature: [signature] for Heather Lamboy 12-8-2025 @ 2:04 pm

CITY OF SANTA FE

VERIFIED APPEAL PETITION
PLUD-17

BASIS OF STANDING (SECTION 14-3.17 SFCC)

Basis for Appeal: The facts were incorrectly determined ✓ Ordinance/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:

The subject of this appeal is the final action taken by the Planning Commission on October 16, 2025, in which the referenced Development Plan was approved with no affordable housing requirements.

✓ Check here if you have attached a copy of the final action that is being appealed.

A. DESCRIPTION OF HARM Describe the harm that would result to you from the action appealed (attach additional pages if necessary):

See attached Exhibit A.

B. EXPLAIN THE BASIS FOR APPEAL Please detail the basis for Appeal here (be specific):

See attached Exhibit A.

SIGNATURE & VERIFICATION

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: _____ Date: 12/8/2025

Agent Signature: Lisa Lavriol Date: 12/8/2025

I/We Dion Silva on behalf of Tierra Contenta Corporation, being first duly sqorn, depose, and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/ our own knowledge.

Appellant(s)

Signature

A. DION SILVA
Print Name

Signature

Print Name

Subscribed and shown to before me this 8th day of December, 2025.

Daniel Caleb Fitzgerald
NOTARY PUBLIC

DANIEL CALEB FITZGERALD
Notary Public
State of New Mexico
Comm. # 2005733
My Comm. Exp. Mar 14, 2029

My commission expires:
March 14, 2029

Final Action

The subject of this appeal is the Final Action taken by the Planning Commission at their hearing on October 16, 2025, in which the 7205 Plaza Central (Zorro Blanco) Development Plan, in Case #2024-9320, was approved with no affordable housing requirements. Findings of Fact and Conclusions of Law for the case were adopted by the Planning Commission on November 5, 2025, and are attached as Exhibit B.

Basis of Standing

Tierra Contenta Corporation (TCC) has standing required to appeal the Final Action, per SFCC §14-3.17(B):

> (2) TCC is a "person" that was required to be mailed notice for the application giving rise to the Final Action being appealed.
>
> (3) TCC is an organization that was duly organized at the time the decision appealed was rendered and for whom the Final Action will cause injury to its economic and organizational interests.
>
> (5) TCC is a "person" who has a recognized legal interest under New Mexico law. TCC has contractual obligations under the "Restated Annexation Agreement Tierra Contenta, Wolgamood Subdivision and Contiguous Lands" ("Annexation Agreement"), and must ensure that development in Tierra Contenta complies with the terms of the Annexation Agreement and the Tierra Contenta Master Plan ("Master Plan").

Description of Harm

The Final Action of the Planning Commission to approve the 7205 Plaza Central (Zorro Blanco) Development Plan with no affordable housing requirements causes the following harm:

1) The Final Action prevents the Applicant from participating in the Santa Fe Homes Program ("SFHP") as proposed in the application, thereby denying the City the opportunity to either a) receive the public benefit of the production of affordable housing units or b) receive $684,619.20 in fee-in-lieu contributions to its Affordable Housing Trust Fund. This action undermines efforts by the City and local affordable housing providers to address Santa Fe's deep and worsening housing crisis.

2) The Final Action inhibits Tierra Contenta Corporation (TCC) from fulfilling its obligations under the Annexation Agreement to a) ensure that approximately 40% of "units" planned in Tierra Contenta are affordable and b) to implement the Tierra Contenta Master Plan. Because the Planning Commission neither required

compliance with the Annexation Agreement and Master Plan nor with the Santa Fe Homes Program, additional burden is placed on remaining development tracts in Phase 2C, such that a greater percentage of affordable housing will be required in order for TCC to maintain compliance with Article 7 of the Annexation Agreement. TCC itself owns Tract 55 – one of the last properties remaining to be developed in Phase 2C. The imposition of any additional affordability requirements negatively impacts the value and developability of this and other undeveloped properties in Phase 2C. Furthermore, if TCC fails to ensure that 40% of the homes developed in the first two phases of Tierra Contenta are affordable, they will be out of compliance with the Annexation Agreement. Increased affordable housing obligations will potentially be imposed upon Homewise as the successor in interest to TCC's contractual obligations under the Annexation Agreement, such that more than 40% of homes in Phase 3A would need to be affordable to ensure compliance with Article 7 of the Annexation Agreement.

Basis for Appeal

The basis for the appeal is "*to contest the application of Chapter 14*," per SFCC §14-3.17(A)(2)(b). The Final Action relies on an incorrect interpretation of Chapter 14 that was made by the City Attorney and applied by Planning and Land Use (PLU) staff to the detriment of the public benefit to be gained by the applicant's proposal to participate in the SFHP and to the hinderance of the implementation of the Tierra Contenta Master Plan.

At issue is the interpretation of SFCC §14-8.11(D)(3) which states:

> "*The SFHP does not apply to: a) a development or portion of a development that is subject to a formal written and binding agreement entered into prior to August 15, 2005 with the city or Santa Fe County in which the signatories agreed to provide affordable housing or payment in lieu thereof…*"

The intent of this code provision is <u>that either a prior written agreement imposes affordable housing requirements on a project or the Santa Fe Homes Program (SFHP) applies</u>. In no circumstances, therefore, should a conclusion be drawn that there are no affordable housing requirements for a project, as the City Attorney and PLU staff incorrectly determined.

In Case #2024-9320, the City Attorney and PLU staff advised the Planning Commission that the SFHP does not apply to the Zorro Blanco Development Plan because it is subject to affordable housing requirements under the Annexation Agreement (See Exhibit C, Page 9 of 16). Staff's claim is incorrect. Tract 51, where the Zorro Blanco project is located, does not have affordable housing requirements under the Annexation Agreement and Master Plan

because its land use designation is "Office/Business Incubator," for which no housing units were contemplated or assigned at the time of the Master Plan's adoption (See Exhibit G). Article 7 of the Annexation Agreement requires that "*approximately 40% … of the units planned*," as identified in the Tierra Contenta Master Plan, be affordable homes (See Exhibit F, Page 5). Because residential development was not contemplated for Tract 51 and no units were planned, the affordable housing requirements of the Annexation Agreement do not apply to the portion of the Tierra Contenta development where the Zorro Blanco development is located. Therefore, the Santa Fe Homes Program does apply to the project, in accordance with SFCC §14-8.11(D).

Further, PLU staff incorrectly determined that TCC had already satisfied affordable housing requirements under the Annexation Agreement for Phases 1 and 2 (See Exhibit C, Page 10 of 16). Development in Phase 2 is not yet complete. Every new development that comes forward impacts TCC's ability to meet its affordable housing obligations under the Annexation Agreement. According to TCC, although roughly 41% affordability had been achieved in Tierra Contenta as of the last approved development in Phase 2C, this percentage would drop to approximately 35% if no new affordable housing is required for the remainder of that sub-phase. Therefore, the affordable housing requirements under the Annexation Agreement have not been fully satisfied for Phase 2. Each new residential development must contribute affordable housing in some manner in order to meet these requirements for Tierra Contenta overall.

The implications of staff's faulty math are significant. It risks putting TCC out of compliance with the Annexation Agreement. Moreover, as stated above, there are still tracts of land remaining to be developed in Phase 2C. The addition of the Zorro Blanco project's 165 market-rate units to Phase 2C without regard for affordable housing will reduce the level of affordability achieved to-date, such that the remaining tracts will have to increase their percentage of affordable housing over and above the 40% requirement, resulting in financial harm to TCC, other Phase 2C landowners, and potentially to the development of Phase 3A if 40% affordability is not maintained.

In a May 8, 2025 letter to the Tierra Contenta Corporation (TCC) Board and shared with PLU staff, Karl Sommer, attorney for the Applicant, states: "*…it is our opinion that the [Zorro Blanco] property is not subject to an agreement that would exempt it from the Santa Fe Homes Program and that the strictures of the Santa Fe Homes Program apply to the TCVP development plan application*" (See Exhibit E). TCC agrees with this statement. By inappropriately denying the developer the ability to participate in the SFHP as proposed by the Applicant (See Exhibit D), the City Attorney and PLU staff have violated the purpose of

the SFHP and prevented the public good that the program is intended to create as defined in its stated purpose.

As stated above, the intent of SFCC §14-8.11(D)(3) is to invoke the authority of prior formal written agreements that require an applicant to provide affordable housing, such that SFHP does not apply when a developer must provide affordable housing under a prior agreement. The converse of this is therefore also true – when a developer is not compelled to provide affordable housing by a prior written agreement, the SFHP does apply. In this case, the City Attorney and PLU staff determined that because the Tierra Contenta Annexation Agreement requires affordable housing, the SFHP did not apply. However, they also concluded that the Annexation Agreement and Master Plan did not require affordable housing on Tract 51 and that affordable housing requirements had been fully satisfied for Phase 2. As a result, they incorrectly concluded that there was no affordable housing requirement for the project and misled the Planning Commission about the applicability of the SFHP to the project, stating that they "*were unable to identify a legal mechanism*" for the SFHP to apply except through a text amendment to Chapter 14 (See Exhibit C, Page 10 of 16). Despite staff's incorrect determinations with respect to affordable housing requirements, the Applicant continued to affirm their willingness to do the right thing and participate in the SFHP (See Exhibit D, Page 20-21). Meanwhile, the Planning Commission was misled, resulting in an incorrect and detrimental outcome.

The City Attorney and PLU staff should have done one of the following in order to properly apply Chapter 14 in this case:

1) They should have concluded that the SFHP does apply to the project because the Tierra Contenta Annexation Agreement and Master Plan did not include an affordable housing requirement for Tract 51 due to its land use designation as "Office/Business Incubator."

2) Alternatively, they should have required that the Tierra Contenta Master Plan be amended to allow residential development and assign "units" to Tract 51, which would have then compelled the applicant to provide affordable housing, subject to the requirements of Article 7 of the Annexation Agreement.

Considering all that has happened to-date, for the City to require an amendment to the Tierra Contenta Master Plan at this stage in the project would represent an undue burden and cause many months of delay to the development. In order to avoid further delay to the Zorro Blanco development, we submit that applying the Santa Fe Homes Program to the project aligns with requirements of Chapter 14 and the simplest and most straightforward path towards compliance with SFCC 14-8.11(D)(3), the Santa Fe Homes Program, and the

Annexation Agreement. To be clear, we are supportive of the Zorro Blanco project and do not wish to halt or impede its development. We simply ask the Governing Body to correct the Final Action, avoiding detrimental impacts to the City and to remaining development in Tierra Contenta.

Exhibit C

ITEM #25-0545

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2024-9320
7205 Plaza Central Development Plan
Owner's/Applicant's Name - Zydeco, LLC
Agent's Name - Pax Consulting

THIS MATTER came before the Planning Commission ("Commission") for public hearing on October 16, 2025 ("Hearing") upon the application ("Application") of Pax Consulting, as agent for Zydeco, LLC. ("Applicant").

The Applicant requests final development plan ("Development Plan") approval for a 165-unit multi-family residential development located at 7205 Plaza Central totaling approximately 7.9 acres (Property) in size. The Property is zoned C-1 (Office and Related Commercial).

After conducting a public hearing ("Hearing") and having heard from City Planning and Land Use Staff ("Staff") and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

1. Pursuant to SFCC 1987 Section 14-2.3(C)(1) and Section 14-3.8(B)(4), the Commission has the authority to review and approve development plans.
2. SFCC 1987 Section 14-3.1 sets out the following procedures for a development application: (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC 1987 §1 4-3.1(F)(2)(a)(iv)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
3. Applicants for development plans are required to attend pre-application conferences with Staff under SFCC 1987 Section 14-3.l(E)(1).
4. The Applicant attended a pre-application conference on June 27, 2024.
5. Pursuant to SFCC 1987 Section 14-3.l(H), applicants are required to give notice of ENN meetings.
6. The Applicant gave notice of the ENN meetings by posting signs on three (3) locations on the property, and mailing notice to all tenants and property owners within 300 feet of the property. No neighborhood associations were located within 300 feet of the property, and none were mailed notice.
7. Pursuant to SFCC 1987 Section 14-3.1(F), the Applicant held virtual ENN meetings on the Application on August 20, 2024, and September 30, 2024. The Project team, members of Staff, and members of the public attended the ENN meeting. Members of the public voiced concerns about construction impacts, traffic impacts, affordable housing, architectural design, neighborhood amenities, and gentrification.
8. Staff reviewed the Application, related materials, and other information that the Applicant submitted for conformity with applicable SFCC requirements. Staff also provided the Planning Commission a written report of Staff's findings (Staff Report) that evaluated the factors relevant to the Application.
9. Staff recommended that the Commission approve the Application subject to certain conditions ("Conditions") and technical corrections set out in the Staff Report and exhibits.
10. At the Hearing, the Commission received reports from Staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a

decision.

11. The project proposed in the Development Plan exceeds 30,000 square feet. Pursuant to SFCC 1987 Section 14-3.8(B)(3)(a), a new development with a gross floor area of thirty thousand (30,000) square feet or more requires the Commission to approve a development plan.
12. SFCC 1987 Section 14-3.8 establishes procedures for development plan approval including, without limitation, a public hearing by the Commission and a decision based on the criteria set out in SFCC 1987 Section 14-3.8(D).
13. SFCC 1987 Section 14-3.8(C)(1) requires the Applicant to submit plans and other documentation that demonstrates conformance with applicable provisions of the SFCC ("Submittal Requirements").
14. SFCC 1987 Section 14-3.8(D)(1) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before approving a development plan.
15. Pursuant to SFCC 1987 Section 14-3.8(D)(2), the Commission "may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the general plan."
16. The Commission finds that the Conditions and technical corrections set forth in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC 1987 Section 14-2.3(C)(1) and Section 14-3.8(B)(4), the Commission has authority to review and approve this final development plan.
2. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
3. The information contained in the Staff Report and exhibits is sufficient to establish that the Submittal Requirements have been met. Pursuant to SFCC 1987 Section 14-3.8(C)(1), the Applicant met the applicable Submittal Requirements.
4. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(a), the Commission finds that it has the authority to review the Development Plan under SFCC 1987 Sections 14-2.3(C)(1), 14-3.8(B)(4), and Table 14-2.1-1.
5. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(b), the Commission finds that the Development Plan will not adversely affect the public interest. The Governing Body has implemented the General Plan and ordinances to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. This project serves the public interest through the provision of much-needed housing.
6. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(c), the Commission finds that the residential use and any associated buildings are compatible with and adaptable to buildings, structures, and uses of the abutting property and other properties in the vicinity of the premises under consideration.
7. The Commission approves the Development Plan subject to the conditions and technical corrections recommended by staff, with the addition of the following condition imposed by the Commission: "Applicant shall work with Staff on the use of highlight colors that Staff find compatible with the design and surrounding context, and the architectural design points. If the Applicant and Staff disagree, the Applicant may come before the Planning Commission on the matter."

WHEREFORE, IT IS ORDERED ON THE 6TH DAY OF NOVEMBER 2025 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

The Development Plan for the Project is approved, subject to the conditions of approval and technical corrections set forth in the Staff Report and exhibits. The Development Plan shall expire three years after issuance of this final action unless actual development of the site or off-site improvements has begun and is continued pursuant to SFCC 1987 Subsection 14-3.19(B)(6), or a time extension is granted pursuant to SFCC 1987 Section 14-3.19(C).

Janet Clow, Chair — Date: 12/1/2025

FILED:

Geralyn F. Cardenas
Deputy City Clerk — Date: 12/02/2025

APPROVED AS TO FORM:

Rebecca Mnuk-Herrmann
Assistant City Attorney — Date: 11/25/2025

Exhibit D

City of Santa Fe

MINUTES

REGULAR MEETING OF THE PLANNING COMMISSION
October 16, 2025, AT 6:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Commissioners Present:

- Chair Janet Clow
- Vice Chair Peter Smith-zoom
- Commissioner Thomas (TJ) Rieland
- Commissioner Piper Kapin
- Commissioner Gurushabad Mirando
- Commissioner Scott Barber
- Commissioner Kelly McReynolds
- Commissioner Matt Embry

4. APPROVAL OF AGENDA

MOTION: Commissioner McReynolds moved, seconded by Commissioner Kapin, to approve the agenda.

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

For:
Vice Chair Peter Smith Yes
Commissioner Kelly McReynolds Yes
Commissioner Gurushabad Mirando Yes
Commissioner TJ Rieland Yes
Commissioner Piper Kapin Yes
Commissioner Scott Barber Yes
Commissioner Matt Embry Yes

Against: None

Abstain: None

5. APPROVAL OF CONSENT AGENDA

6. APPROVAL OF MINUTES

a. **September 18, 2025 and October 2, 2025 Minutes rejected**

MOTION: Commissioner Kapin moved, seconded by Commissioner McReynolds to reject the minutes from Planning Commission meeting on September 18 and October 2, 2025.

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

For:

Vice Chair Peter Smith Yes
Commissioner Kelly McReynolds Yes
Commissioner TJ Rieland Yes
Commissioner Piper Kapin Yes
Commissioner Gurushabad Mirando Yes
Commissioner Scott Barber Yes
Commissioner Matt Embry Yes

Against: None

Abstain: None

b. **September 18, 2025 and October 2, 2025 Minutes (APPROVAL MOVED TO NOVEMBER 6, 2025)**

MOTION: Commissioner Rieland moved, seconded by Commissioner Barber to move the approval of the minutes from Planning Commission meetings on September 18 and October 2, 2025 to November 6, 2025.

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

For:

Vice Chair Peter Smith Yes
Commissioner Kelly McReynolds Yes
Commissioner TJ Rieland Yes
Commissioner Piper Kapin Yes
Commissioner Gurushabad Mirando Yes
Commissioner Scott Barber Yes
Commissioner Matt Embry Yes

Against: None

Abstain: None

7. APPROVAL OF FINDINGS/CONCLUSIONS

8. CONSENT

9. OLD BUSINESS

10. STAFF COMMUNICATIONS

Presentations on Governmental Ethics and Procedure by Assistant City Attorney Rebecca Minuk-Hermann

11. NEW BUSINESS

a. CONSIDERATION OF BILL NO.2024-17. ADOPTION OF ORDINANCE NO. 2025 (Mayor Alan Webber and Councilor Jamie Cassutt)

PUBLIC COMMENTS: Nine (9) members of the public were sworn in and gave comment in favor of Bill No. 2024-17 and Ordinance 2025.

MOTION: Commissioner Mirando moved, seconded by Commissioner Kapin to approve Bill No 2024-17. Adoption of Ordinance Nol 2025

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

For: Vice Chair Peter Smith Yes
Commissioner TJ Rieland Yes
Commissioner Piper Kapin Yes
Commissioner Gurushabad Mirando Yes
Commissioner Kelly McReynolds Yes
Commissioner Scott Barber Yes
Commissioner Matt Embry Yes

Against: None

Abstain: None

b. **Case #2024 – 9320. 7205 Plaza Central Development Plan**. Pax Consulting Agent, for Zydeco LLC, owner and applicant ("Applicant"), requests approval of a Development Plan for up to 165 units, a clubhouse, swimming pool and neighborhood coffee shop a property address located at 7205 Plaza Central and is zoned C-1 (office and related commercial). It consists of a 7.9 -acre lot as the result of a lot line adjustment, zoned C-1 (Alexa Hempel, Case Manager, anhemple@santafenm.gov). (POSTPONED FROM JULY 17, 2025, SEPTEMBER 4, 2024 and OCTOBER 2, 2024)

PUBLIC COMMENT: Two (2) members of the public were present (1 in person and 1 via zoom) and after being sworn in voiced their concerns regarding 7205 Plaza Central Development Plan.

MOTION: Commissioner Mirando moved, seconded by Commissioner Kapin to approve Case #2024-9320, subject to conditions of approval and technical corrections.

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

For: Vice Chair Peter Smith Yes
Commissioner TJ Rieland Yes
Commissioner Piper Kapin Yes
Commissioner Kelly McReynolds Yes
Commissioner Gurushabad Mirando Yes
Commissioner Scott Barber Yes
Commissioner Matt Embry Yes

Against: None

Abstain: None

12 . MATTERS FROM THE COMMISSION

13. ADJOURNMENT
9:17 P.M.

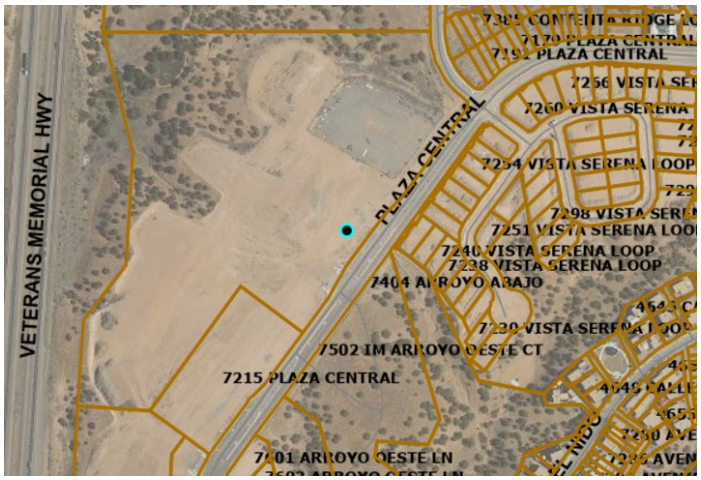
Liaison

Chair

CITY OF SANTA FE
PLANNING & LAND USE

Planning and Land Use Department
Planning Commission Staff Report
AMENDED for Planning Commission Meeting 10/16/25

Case Number	#2024-9320
Hearing Date	October 16, 2025
Agent	Pax Consulting
Applicant	Zydeco LLC
Request	Development Plan
Location	7205 Plaza Central, Santa Fe, NM 87507
Case Manager	Alexa Hempel
Zoning	C-1 (Office and Related Commercial)
Overlay	Suburban Archeological Review District
Pre-App Meeting	June 27, 2024
ENN Meeting	August 20 & September 30, 2024
Proposal	The Applicant requests approval of a development plan for up to 165 multi-family units with a clubhouse, swimming pool, and neighborhood coffee shop on a 7.9-acre parcel.



Site Map

Case #2024-9320. 7205 Plaza Central Development Plan. Pax Consulting, Agent, for Zydeco LLC., Owner and Applicant ("Applicant"), requests approval of a Development Plan for up to 165 multifamily residential units, a clubhouse, swimming pool, and neighborhood coffee shop located at 7205 Plaza Central. The property consists of a 7.9-acre lot as the result of a future lot line adjustment, zoned C-1 (Office and Related Commercial). (Alexa Hempel Case Manager, anhempel@santafenm.gov).

I. RECOMMENDATION:

Staff recommends the Planning Commission **APPROVE** Case #2024-9320, "*7205 Plaza Central Development Plan,*" subject to the Conditions of Approval and Technical Corrections outlined in Attachment A of this report.

One motion will be required for this case:

- **APPROVE** or **DENY** Case #2024-9320, "*7205 Plaza Central Development Plan,*" subject to the Conditions of Approval and Technical Corrections outlined in Attachment A of Staff's report.

II. EXECUTIVE SUMMARY

The subject property is located at 7205 Plaza Central, northwest of the Jaguar Drive and Veterans Memorial Highway intersection, at the corner of Plaza Central and Contenta Ridge. The Property is a vacant, undeveloped parcel along the western side of Plaza Central.

The Applicant requests approval of a development plan for up to 165 multi-family units in addition to a clubhouse, swimming pool, and neighborhood coffee shop. The Property is within the Tierra Contenta planned residential community created through an annexation with a master plan by the Tierra Contenta Corporation. This area was annexed by the City of Santa Fe in November 1985 (Ordinance 1985-58) as 1,479.6 acres. The Tierra Contenta Master Plan was created in 1994 and has undergone multiple phases of development, 1A to 2C, since. 7205 Plaza Central is part of Phase 2C, pictured in Attachment B, and must comply with applicable requirements within the Tierra Contenta Master Plan as well as the City of Santa Fe Code of Ordinances.

This property is currently 14.24-acres but is planned to be reduced to 7.9-acres through an administrative lot line adjustment, Case #2024-9319. The Applicant's development plans currently show the development on 6.9-acres, however, this size would make the development exceed the density allowed in C-1 zoning, 21 dwelling units per acre. The Applicant has a Condition of Approval in Attachment A to amend the lot size and all relevant calculations prior to recordation and they have acknowledged this requirement via a notarized letter found in Attachment C-14.

The Applicant has complied with Subsections 14-3.1(E) "*Pre-Application Conferences*", 14-3.1(F) "*Early Neighborhood Notification Procedures,*" and 14-3.1(H) "*Notice Requirements*."

Staff's analysis finds that the Applicant has addressed the necessary findings per Subsection 14-3.8(D) "*Approval Criteria and Conditions*" and recommends **APPROVAL** subject to conditions identified in in Attachment A "*Conditions of Approval" & "Technical Corrections.*"

III. PROJECT ANALYSIS: DEVELOPMENT PLAN

Project Description

The proposed development ("Project") includes seventeen (17) buildings composed of eleven (11) studio apartments, ninety-three (93) one-bedroom apartments, fifty-eight (58) two-bedroom apartments, and two (2) three-bedroom apartments along with an office, community space, pool, gym and a coffee shop. Open space is proposed throughout the site as internal courtyards, and parking is provided along the west and northwest of the site between the structures and the Veteran's Memorial Highway. In addition to the

seventeen buildings, the project features streetscape, landscaping, and drainage improvements.

Project Zoning

The Property is zoned C-1, Office and Related Commercial. Multi-family dwelling unit developments and restaurants, including fast service and takeout, are permitted under this zoning category. For multi-family dwellings, a density of 21 dwelling units per acre is allowed and is proposed with this development plan (See lot size adjustment letter in Attachment C-14). Setback standards in a C-1 zoned district have been met by this project. The proposed development plan meets all minimum dimensional criteria below.

Table 1 C-1 Dimensional Standards

Requirement	C-1	Proposed*
Height	36' Maximum	18' – 34'1.5" (Dependent on building type)
Lot Coverage	40% Maximum	25%
Open Space	Residential: 250 square feet x 165 units = 41,250 Sq ft Commercial: 20% of Lot = 18,958 Sq ft Total Required = 60,208 Sq ft	64,000 Sq ft

**The proposed lot coverage will decrease and open space provided will increase once the development plans are amended to reflect the increased acreage required to meet density standards.*

Surrounding Zoning and Land Use

7205 Plaza Central is outlined in yellow in Figure 1. The property is zoned C-1, Office and Related Commercial. Surrounding uses include Planned Residential Community (PRC) to the east, which houses much of Tierra Contenta. North of the property is an R-7 (Residential, 7 dwellings per acre) district with existing townhomes and condominiums. South of the property is currently vacant but zoned C-2, General Commercial. West of the property is the right-of-way for State Highway 599 and adjacent to that is I-1, Light Industrial, which houses the Santa Fe Regional Airport and related light industrial uses.

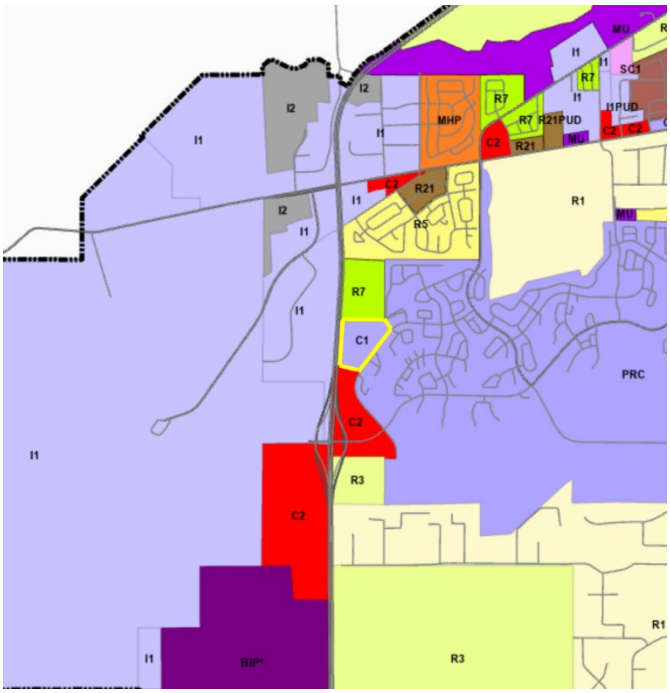


Figure 1: Surrounding zoning. 7205 Plaza Central is outlined in yellow.

General Plan Future Land Use

The General Plan's Future Land Use Map ("FLUM") proposes Office Use for 7205 Plaza Central. For the surrounding properties, designated land uses described in the FLUM include multi-unit developments of 7-12 dwellings per acre and 12-29 dwellings per acre, along with a neighborhood center and parks. These uses identified in the FLUM support the commercial and community needs of the southside neighborhood.

Architecture and Continuance of Original August 7, 2025 Hearing

Certain architectural elements of the Project that led staff to recommend denial at the time of the August 7, 2025 hearing have since been remedied. The Project is composed of seventeen (17) buildings with heights between 18 and 34 feet. Balconies, garages, and internal courtyards are featured throughout and will limit large massing. All buildings have a textured, stucco finish and flat roof design.

The Applicant originally proposed that the exterior stucco be painted a high-intensity colonial white with accent colors of green, gray, pink, and yellow. The Tierra Contenta Architectural Review Committee approved this proposed design, acknowledging that it deviated from the design guidelines for Phase 2C, while still meeting the intent of those guidelines. However, development plans within Tierra Contenta must go through additional City review to meet the requirements of SFCC Ch.14, which may only be interpreted by the Land Use Director after consultation with the City Attorney (SFCC 14-1.10).

SFCC 14-1.7(B) states that in the event conflicts arise between Chapter 14 and any other ordinance, resolution, or regulation, the more restrictive limitation or requirement shall prevail. In this case, Chapter 14 imposed more restrictive requirements. Staff determined that the proposed high-intensity colors did not meet the following, and therefore recommended denial for the August 7, 2025 hearing:

- Minimum 205 architectural points required for C-1 zoning;
- Development Plan Approval Criteria #3, which calls for adaptability and compatibility to properties in the vicinity; and
- Findings and Purpose of the Architectural Design Review (SFCC 14-8.7(A)), which calls for architecture outside the historic districts to maintain a degree of compatibility with architecture inside the historic districts.

Due to technological issues that led to a lack of quorum, the August 7, 2025 Planning Commission meeting was rescheduled to September 4, 2025. During that time, the Applicant changed the predominant color of the exterior stucco from colonial white to zona rosa – a terracotta color (See Figure 2). The Applicant also omitted the use of accent colors and submitted revised architectural drawings to reflect the exterior color changes (Attachment C-12).

The new design exceeds the 205 architectural points required for C-1 zoning and is compatible with the surrounding neighborhood as well as the architecture found within the City's historic districts. Staff are now recommending approval as the application meets the required architectural points, development plan approval criteria #3, and the purpose of the architectural review guidelines.



Figure 2: Drawing of the new proposed exterior of one building type on the property. See full plan sets in Attachment C-11.

Access and Traffic

The Project includes three (3) entry points: the primary entry is located at the southern end of the parcel along Plaza Central with a deceleration lane off Plaza Central, with secondary entry situated midway between the primary entry and the intersection with Contenta Ridge, and one additional entry on Contenta Ridge. Site access and mobility was designed with most of the parking around the perimeter of the residential structures to separate pedestrian and automotive traffic and create sense of community around the interior of the buildings. Figure 3 depicts details of site access, traffic flow, and parking.

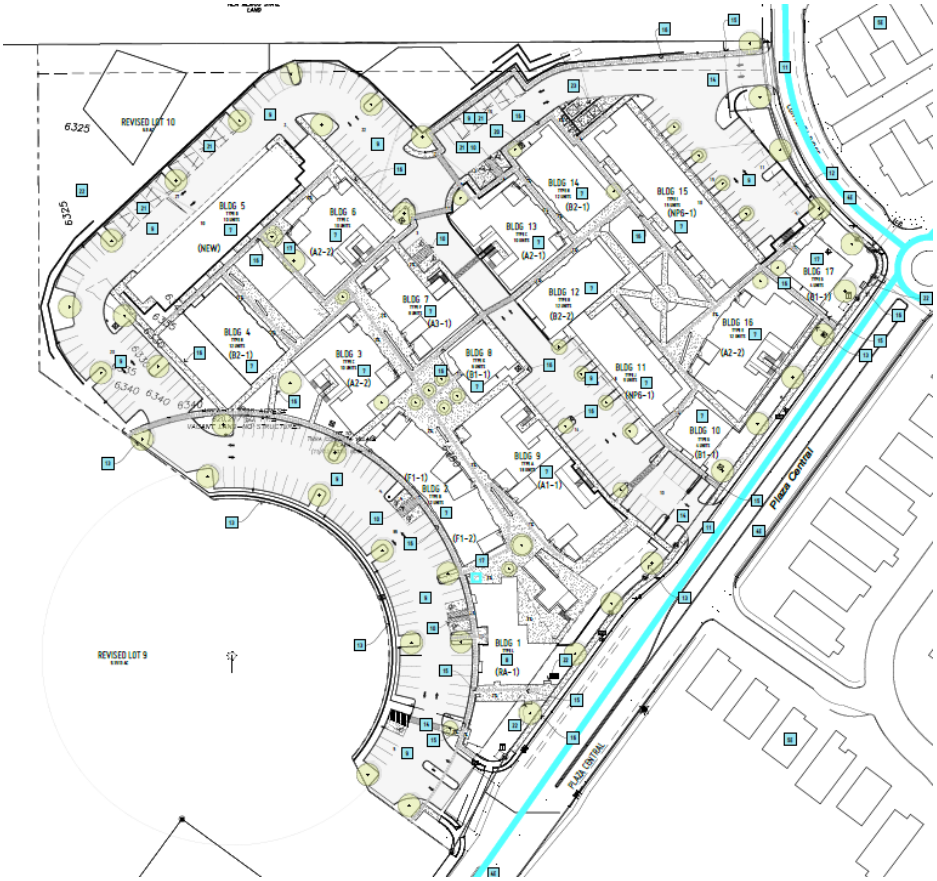


Figure 3: Zorro Blanco Pedestrian, Bicycle, Vehicular Plan

A Traffic Impact Analysis (TIA) (included in Attachment C-4) conducted by Tierra West for this Project determined that all area intersections are projected to operate at Level of Service ("LOS") 'A' during both AM and PM peak hours, with the exception of the southern (main) driveway access which will operate at LOS 'B'. LOS 'A' is defined as free-flowing traffic conditions with minimal delays. LOS 'B' is defined as traffic conditions where drivers experience stable flow with only slight delays.

These results indicate that the area intersections will function effectively, with LOS A and B being classified as well-operating conditions. As requested by the Metropolitan Planning Organization and supported in the Traffic Impact Analysis, the right-turn lane off Plaza Central will be the shortest necessary length at 250 feet. The TIA does not recommend any roadway design revisions. Conditions of Approval and Technical Review comments can be found in Attachment A.

Both the City of Santa Fe City Code and the Tierra Contenta Phase 2C Design Standards (Ch. 3.B.8.3) mandate the installation and maintenance of sight visibility triangles at all driveway entries. Within these triangles, no visual obstructions between 3 and 6 feet in height are permitted, ensuring safe sightlines for vehicles entering and exiting the property. These triangles are defined by 5 feet along the project driveway and 15 feet along street frontages. Per the Tierra Contenta Phase 2C Design Standards, all driveway connections to public streets will adhere to drive width requirements and sight triangle requirements, including a driveway width of no less than 12 feet and no greater than 22 feet at the edge of the street pavement. Additionally, pads between the curb and the right-of-way line will be constructed using concrete, in compliance with the standards.

Pedestrian access along the Project frontage will connect to the existing Plaza Central and Contenta Ridge infrastructure. Plaza Central is equipped with dedicated bike lanes for cyclists and a set-back sidewalk on the east side of the road. Contenta Ridge has existing sidewalks on both sides of the street. Zorro Blanco will enhance the existing pedestrian infrastructure by adding a 5 ft wide sidewalk along the western side of Plaza Central and one (1) concrete crosswalk across each street. The development will also include 12 inverted U bike racks, as required.

The Project includes a mix of fences and retaining walls. Fencing proposed along the perimeter will be 6 ft high metal (See Figure 4), with 3 vehicular gates at the entrances. Six (6) pedestrian gates will be placed along the perimeter of the property offering open access during the day and restricted access to residents only at night. A 43-inch-high fence will serve as a guardrail to the stormwater detention ponds and some sidewalk locations.

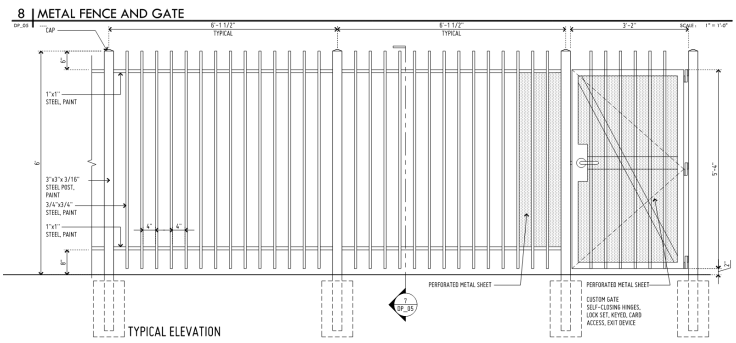


Figure 4: Fencing design for perimeter of property

Parking

The development plan includes 245 parking spaces, exceeding the 238 required. Resident parking has been designed to be along the exterior perimeter of the buildings so that internal walkable courtyards can be maintained.

Of the 245 parking spaces, 26 will be in individual garages and 8 will be ADA accessible. The Applicant has stated that residents of the property whose unit has a garage will be required to agree to use the garage for parking, not storage, so the development does not run short on parking spaces.

The Land Use Technical Review Division has reviewed the development plan for parking compliance with ADA. Conditions of Approval and Technical Review comments can be found in Attachment A.

Grading and Drainage/Terrain Management

The site slopes down and away from Plaza Central and Contenta Ridge from east to northwest with an overall grade change of approximately fifty (50) feet from the eastern to the western boundary.

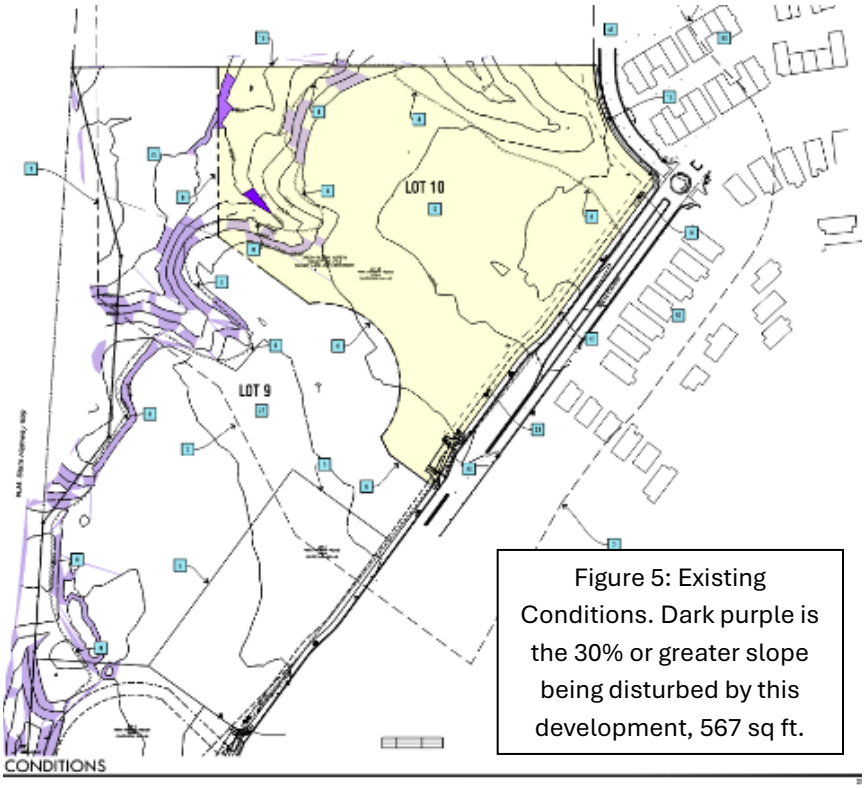


Figure 5: Existing Conditions. Dark purple is the 30% or greater slope being disturbed by this development, 567 sq ft.

There are five locations of 30% or greater slopes within the development site (see Figure 5). Three of these are **manmade** and previously disturbed, totaling 7,140 sq ft. The remaining two areas are **natural** 30% or greater slopes. The natural sloped area in the northwest corner of the development site, totaling 1,381 sq ft, will remain undisturbed, while the other 567 sq ft area near the western boundary of the development site will be disturbed for utility purposes, as allowed without the need for variance. The areas of 30% or greater slopes can be found on the existing conditions sheet of the development plan (see Attachment C-11).

There are no floodplains on site and the proposed development plan includes passive storm water harvesting systems. Conditions of Approval and Technical Review comments can be found in Attachment A.

Open Space, Lighting, and Signage

SFCC 14-7.5(D) sets the Open Space standards for development. The Code requires 250 square feet of common open space for each proposed dwelling unit and 20% of the lot area for commercial common open space. Due to the presence of up to 165 units and a neighborhood café under 1,000 square feet, the proposed development requires a minimum of 60,208 square feet of common open space. The Project currently provides 64,000 square feet of open space, above the minimum Code requirement, but will be further increased with the added acre to meet the zoning density standards. A minimum of 50% of the common open space provided shall be usable for active and passive recreation per 14-7.5(B)(2). The applicant has a Condition of Approval to clearly demonstrate this on the development plans.

The Applicant provided a lighting plan which included building mounted outdoor lights and pole lights to illuminate parking areas and pedestrian pathways. Staff reviewed the photometric data and determined that the lighting plan will need to be revised to reduce maximum illuminations prior to recording the Development Plan to comply with outdoor lighting requirements in SFCC 14-8.9.

Signage included in this proposed development plan will not be considered with this approval, staff will review proposed individual signs during the permitting process. Technical review comments including open space and the photometrics review can be found in Attachment A.

Utilities

The Applicant has an approved site water plan by the City of Santa Fe Water Utility Division with Conditions of Approval (Attachment A). The Project will connect to existing public water lines on Plaza Central (10-inch diameter) and Contenta Ridge (8-inch diameter). New public water service lines, irrigation water service lines, fire main water line, and domestic water line will be installed. A new private main water line and fire service line will also be installed for service to buildings.

The proposed development will connect to the existing 8-inch diameter public sewer lines along Plaza Central and Contenta Ridge. The Applicant will install private 8-inch and 4-inch diameter sewer lines for service to buildings. New public sanitary sewer lines will also be installed to connect to new and existing manholes in rights-of-way. Conditions of Approval and Technical Review comments for water and wastewater can be found in Attachment A.

Telephone and cable service will be coordinated by general contractors with local utility providers. Electricity and natural gas can be accessed along Plaza Central.

Water Budget

The Applicant has submitted a preliminary water budget shown in Table 2 with additional details for the landscape irrigation shown in the development plans in Attachment C-6. The water budget for the 997 sq ft commercial space is included in the calculation for multi-family residential use, as this space has potential to be converted into a dwelling unit. The Applicant has a Condition of Approval to work with the Water Resources Division to obtain an approved water budget prior to recordation of the plans.

Table 2 Water Budget

Multi-family Residential Use		26.4 AFY
Landscape Irrigation		0.71 AFY
DEVELOPMENT WATER BUDGET		27.11 AFY
9.8% CONTINGENCY per SFCC §14-8.13(E)(1)		2.7 AFY
TOTAL		29.8 AFY

Fire Prevention and Emergency Access

Fire and emergency access requirements will be satisfied by the project's compliance with the International Fire Code 2021. All structures within the proposed development plan include fire alarm systems and sprinklers. The site access road is capable of supporting the load of a 75,000 lb fire apparatus and provides two remote exits. Six (6) fire hydrants (1 existing, 5 new) are dispersed throughout the site to support fire suppression and fire flow across the development. Conditions of Approval and Technical Review comments for fire prevention can be found in Attachment A.

Archaeology

The Project is within the Suburban Archaeological Review District, but the 7.9-acre lot within the scope of this development plan was granted an archaeological clearance as part of the Tierra Contenta Subdivision. The archaeological clearance for the Tierra Contenta Subdivision is included in Attachment C-9.

Affordable Housing

The Applicant's development plans at time of submittal detailed 165 units on 6.9-acres. The proposed density depicted in the development plans assumed the inclusion of a 15% density bonus available for projects complying with the Santa Fe Homes Program (SFHP) via a fee-in-lieu application (SFCC 14-8.11). Given that this property is located within Tierra Contenta, which was annexed into the City before 2005 with affordability requirements, the SFHP and associated density bonus were incorrectly applied by the Applicant. Staff determined the Applicant is not subject to the SFHP per SFCC 14-8.11(D)(3)(a), which states:

> *The SFHP does not apply to a development or portion of a development that is subject to a formal written and binding agreement entered into prior to August 15, 2005 with the city or Santa Fe County in which the signatories agreed to provide affordable housing or payment in lieu thereof;*

The Applicant provided a notarized letter adding 1-acre to the property to meet the 21 dwelling units per acre density based upon the City's legal determination that the SFHP did not apply to their project (Attachment C-14).

This property, being under the umbrella of the Tierra Contenta Annexation Agreement ("Agreement"), is therefore subject to the Affordable Housing provisions found in Section 7 (Attachment D). This requires approximately 40% of the 3,700 lots or units planned for Tierra Contenta to be developed for affordable housing. The Agreement does not provide Tierra Contenta an option for a fee-in-lieu or the ability to grant density bonuses.

As of 2021, when the last construction of residential properties was built/platted in Tierra Contenta, 41% of 3,193 built/platted units were affordable. Phase 3 of Tierra Contenta will add over 1,000 units at 40% affordability.

The Applicant's Attorney has stated that they do not have a written agreement obligating the requirement for affordable housing. According to the Applicant's Attorney, when the Applicant purchased the property at 7205 Plaza Central, Tierra Contenta Corporation did not impose any affordable housing requirements on the property. It should be noted that the Tierra Contenta Master Plan does identify the area of 7205 Plaza Central intended for office/business incubator use (See Tierra Contenta May 15 letter in Attachment C-13). However, a C-1 zoned District allows multi-family use at 21-dwelling units per acre.

Given that Tierra Contenta did not impose affordability requirements onto this property, the Applicant requests to opt-in to the SFHP by paying a fee-in-lieu to the City and receive the 15% density bonus incentive. Staff, in consultation with and the City Attorney's Office, were unable to identify a legal mechanism in SFCC 14-8.11 or 26-1.8 that allows for such an action. Therefore, the only way the Applicant could opt-into the SFHP would be through a Text Amendment to Ch. 14 (SFCC 14-3.3).

Landscaping

The proposed development plan includes passive storm water harvesting, irrigation zoned by plant type, and street trees adequately spaced along Plaza Central and Contenta Ridge. A total of 42 significant trees currently on the property will be retained on site, while an additional 38 significant trees will be removed.

The Applicant is required by City code to plant 148 trees within interior parking lots, open space, and stormwater detention ponds, as well as along Plaza Central and Contenta Ridge. The proposed planting plan includes 164 trees planted on the property (Attachment C-11).

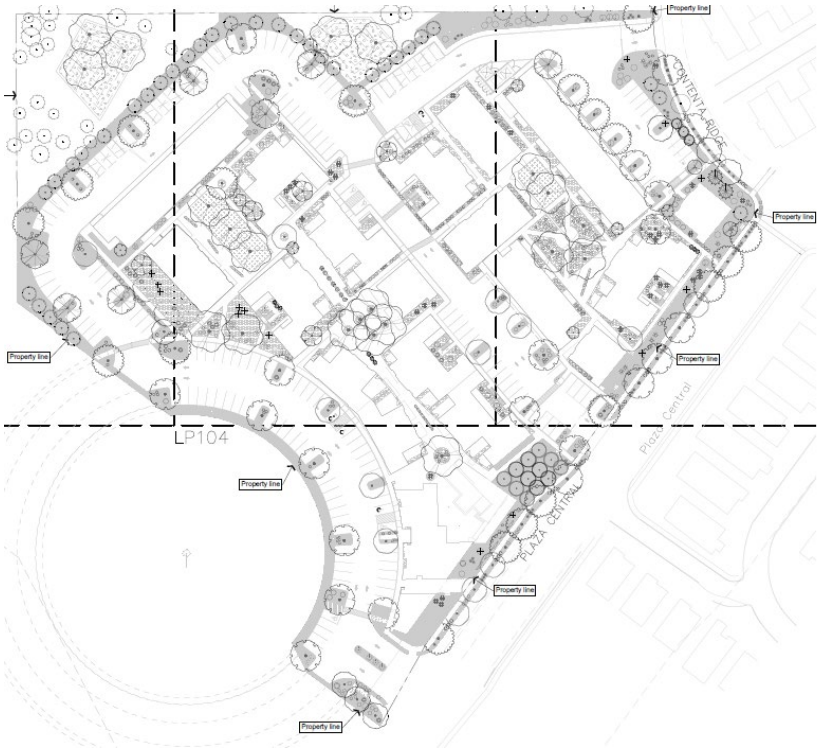


Figure 6: Overall Planting Plan

Prior to recording the Development Plan, the Applicant has Conditions of Approval and Technical Corrections to meet for landscaping and irrigation, found in Attachment A.

IV. DEVELOPMENT PLAN APPROVAL CRITERIA SECTION 14-3.8(D)(1)

SFCC Section 14-3.8 governs the authority, procedures, and restrictions for development plans. Prior to approving a Development Plan, the Planning Commission must make certain findings based off the approval criteria, or impose Conditions of Approval to ensure compliance with Chapter 14 and other applicable rules and regulations. The Criteria for approval of Development Plans are detailed below:

Criterion 1: that the Planning Commission has the authority and is empowered to approve the development plan under the section of Chapter 14 described in the application;	**Criterion Met:** (Yes/No) **YES**
Applicant Response: *SFCC §14- 2.3 (C)(1) states, "…the planning commission shall review and approve or disapprove various specific development plans, requests, and subdivision plats. When specifically authorized by Chapter 14, the decision of the planning commission is final, subject to any appeal right provided in this chapter."*	
Staff Response: Santa Fe City Code (SFCC) Subsection 14-2.3(C)(1) authorizes the Planning Commission to review and approve or disapprove development plans.	

Criterion 2: that approving the development plan will not adversely affect the public interest; and	**Criterion Met:** (Yes/No) **YES**
Applicant Response: *Approval of the proposed project will benefit the public interest by providing needed market-rate housing. The City's recently published draft 5-Year Affordable Housing Strategic Plan found "The gap shown for renters with income over 120% AMI in 2021 suggests those renters are spending less than 30% of their income on housing. This points to an income mismatch in the market in which higher income households are occupying homes affordable to lower income households." Creation of more market-rate apartments will allow those residents other options, freeing up the lower income apartments for lower income residents.*	
Staff Response: The term "Public Interest" is not specifically defined in Chapter 14; however, the Governing Body has implemented the General Plan as stated in Subsection Section 14-1.3 (General Purposes). The resulting ordinances establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest from within the municipality. Staff reviewed the development plan application in accordance with these ordinances and has found that the development plan will not adversely affect the public interest as detailed in Staff's report.	

Criterion 3: that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.	**Criterion Met:** (Yes/No) **YES**

Applicant Response:

The abutting property to the west is owned by the State Department of Transportation and includes right-of-way for state route 599. The abutting property to the northwest is undeveloped land owned by the NM State Lands Office. The abutting land to the south is owned by the Applicant but there are no current plans for its development. Across Contenta Ridge to the northeast are recently constructed townhomes and across the Plaza Central to the east are single family homes. This development would represent a transition between lower-density residential development to the north and east and land further south that is zoned C-2, Community Commercial, which allows for a range of non-residential as well as multi-family residential uses.

There are no abutting buildings, structures, or uses as this project is the first development within the Village Commercial Area of the Tierra Contenta Phase 2C master plan. There are existing residential buildings across both streets that abut the project, both single-family and multi-family. This site represents a transition from less dense residential uses to future commercial and retail uses anticipated to the south.

The building facing Contenta Ridge is 3-stories and is across the street from newly constructed two-story townhomes. This building is set back a minimum of 78 feet from the property line. Also, relative to Contenta Ridge, the townhomes are uphill from the street level and the 3-story building proposed is downhill from the street level such the apparent height of the two buildings will be similar. This building also includes portals on each floor facing Contenta Ridge, reducing the visual impact of the massing of the building.

The buildings facing the street are limited to one- and two-stories along Plaza Central where one- and two-story single-family homes are across the street. The apartments will be distributed into 17 buildings across the site rather than being located in fewer, larger buildings as is more typical of apartment complexes. This reduces the apparent density of the project and better integrates with the massing pattern of the neighborhood. The proposed buildings are designed in a Pueblo-style massing that echo the neighboring architectural style and the broader regional Santa Fe Style.

The proposed project will create a transition to the C-2, General Commercial District, to the south which allows a greater range of commercial and retail uses in denser development patterns.

The Tierra Contenta Design Standards for Phase 2C designates the project site as being Village Commercial. A now-expired master plan for the area envisioned office buildings and multi-family housing for the subject property. Of those two uses, multi-family is more compatible with the surrounding residential uses. The office and multi-family housing was envisioned as a transition from the townhomes to the north, the single-family homes across the street, and the future retail uses to the south.

Additionally, the TC Guidelines include design criteria for the site. These have been incorporated into the project design and approved by the Tierra Contenta Architectural Review Committee. These design standards include:

Chapter 1, Introduction, Section C2, Foster Architectural Variety states:

Variety in the architecture of Tierra Contenta is an important characteristic of the community. These standards are intended to produce coherent, pedestrian oriented neighborhoods, not to limit the creativity of innovative designers. Like the Tierra Contenta Master Plan, these standards apply to all property in Tierra Contenta and are intended to provide a measure by which all aspects of improvements- whether for streets and infrastructure, residences, commercial or civic buildings - are evaluated in comparison to the Tierra Contenta Master Plan.

Chapter 1, Introduction, Section C3, Encourage Innovation states:

Notwithstanding the specific requirements of these design standards and the city code, the designer, developer, and reviewer are to be guided by the TC vision and goals. Innovative design is encouraged within the Tierra Contenta development, and strict adherence to the design standards and/or city code may tend to inhibit innovation. These design standards have been written with the intent of balancing the standards necessary for providing a measure of conformance with the flexibility necessary to allow innovation. The vision and goals of Tierra Contenta are provided in the design standards to give designers, developers and reviewers a basis for assessing innovative features that might be proposed, and an arbiter for conflicts that might arise between an innovative proposal and health and safety issues.

Developers are encouraged to discuss aspects of design that may be at variance with these standards or city code with city staff, TCC staff, and the TC Architectural Review Committee as early in the process as possible. When variances are requested due to an innovative design concept, recognition of the innovation as having a positive effect on Tierra Contenta may serve as a basis of variance approval, however, the developer must clearly demonstrate the innovation is the basis for the variance.

Chapter 1, Introduction, Section D.2.c, Visual & Aesthetic Goals states the following:

- *The development will reflect traditional development patterns in Santa Fe.*
- *The development will contain a wide variety of housing types that are fully integrated into each tract.*
- *The development will create viewscapes that take advantage of the natural and built environment.*
- *The development will not have a "cookie cutter" appearance. Variation must be emphasized.*
- *The development will create an inviting and attractive streetscape.*

Chapter IV of the Tierra Contenta Phase 2C Design Standards, Village Commercial Center, addresses the area that includes the subject site and the commercial/retail area to the south. Section C.2, Architectural Review Committee (ARC) Specifications provides specific architectural and design standards for the subject site. The subsections that apply to this project are:

<u>C.2.c, Facades:</u> No facade may consist of an undifferentiated blank wall when facing a public street central plaza or other public or common open space, or non-motorized vehicle path. Frequent windows, displays and landscaping are appropriate measures that add interest to the building. A building with an articulated wall facing the street that does not have at least 60% of its primary facade on the front property line may be approved by the ARC if continuity of the street or plaza frontage is not disrupted. Recessed

entries, small plazas and courtyards are encouraged.

C.2.d, Portals and Porches: A continuous portal across must be built across at least sixty percent (60%) over the main entrance at the front of the building facing street, plaza(s) or other public space. Secondary entrances facing parking areas must have a covered porch or portal across at least thirty percent (30%) of the facade.

C.2.e, windows: Rather than being flush with the exterior wall finish, window frames shall be inset at least one inch (1") to provide a distinct shadow.

C.2.f, Roof form: Flat roofs entirely concealed from public view by parapets are the preferred roof forms. Other roof forms, including vaulted roofs, compound roofs, or sloping roofs, may be considered for approval especially if a positive effect on the building interior, such as improved day lighting, can be demonstrated. False mansard roofs are prohibited. The ARC may require the screening of any mechanical equipment visible from public areas. If terrain makes screening rooftops impractical this requirement may be waived.

Staff Response:

The proposed multi-unit residential development on the western side of Tierra Contenta intends to serve as a transitional use between adjacent single-family homes and townhomes to the east and the vacant parcel to the south which is zoned C-2 (General Commercial Use). The plan includes a neighborhood café as well as pedestrian and bicycle infrastructure, designed to integrate the Property with the existing community. The proposed architecture meets the architectural points required in SFCC 14-8.7(1), blends in color and design with neighboring properties, and complies with Tierra Contenta's Design Standards for Phase 2C. The design of the apartments includes many small buildings as opposed to a few large buildings to reduce large massing and better adapt to the surrounding properties. The design also includes features like porches and patios to further break up large massing.

V. EARLY NEIGHBORHOOD NOTIFICATION

The Applicant conducted two (2) Early Neighborhood Notification (ENN) meetings one on August 20th, 2024 and another on September 30, 2024, in addition to two (2) prior neighborhood activation meetings at the Southside Library in the summer of 2024. Meetings for the Zorro Blanco development highlighted key community concerns and aspirations. Residents expressed a mix of excitement for addressing Santa Fe's housing needs and concerns about the project's fit with the neighborhood. Community members also wrote letters to the Governing Body and Land Use Director expressing concerns over this project.

Themes during the ENNs included the potential to attract quality retail and amenities through higher-density housing, concerns about gentrification and the lack of affordable housing, skepticism about the project benefiting local residents, and worries about property management and infrastructure. Many supported increased housing to spur local retail but emphasized the need for thoughtful community engagement, better integration of neighborhood desires, and transparency in the planning process. The development team clarified timelines and zoning considerations while committing to further outreach and updates. Meeting notes from the Early Neighborhood Notification meetings can be found in Attachment C-10.

VI. EXPIRATION

Per SFCC Section 14-3.19(B)(4) "*Approval of a final development plan, or any development plan for which no preliminary development plan was required, shall expire three years after final action approving it unless actual development of the site or offsite improvements has begun and is continued pursuant to SFCC 14-3.19(B)(6).*"

VII. ATTACHMENTS

ATTACHMENT A: Conditions of Approval & Technical Corrections

1. Table of Conditions of Approval
2. Table of Technical Corrections
3. Development Review Team Compiled Comments

ATTACHMENT B: Maps & Photos

1. Aerial View
2. Existing Condition photos
3. Current Zoning Map
4. Future Land Use Zoning Map
5. Tierra Contenta Phase 2C Master Plan

ATTACHMENT C: Applicant Submittals & Development Plan

C-1: Application Letter
C-2: Legal Lot of Record
C-3: Compliance Report of Annexation and Rezoning Conditions of Approval
C-4: Traffic Impact Study
C-5: Prairie Dog Clearance letter
C-6: Water Budget
C-7: Water Utility Service Application
C-8: Public School Notification Form
C-9: Archaeological Clearance
C-10: Early Neighborhood Notification Meeting Notes & Affidavits
C-11: Development Plan
C-12: Letter Acknowledging Architectural Changes
C-13: Affordable Housing Correspondance
C-14: Letter Acknowledging Lot Size Adjustment

ATTACHMENT D: Tierra Contenta Annexation Agreement

1. Restated Annexation Agreement
2. Tierra Contenta Revised Annexation Agreement and Master Plan 1993 Sheets

APPROVED AS TO FORM BY THE PLANNING AND LAND USE DEPARTMENT:

Title	Name	Initials
Department Director	Heather Lamboy	*HLL*
Assistant Department Director	Maggie Moore	*MRM*
Planner Manager	Daniel A Esquibel	*DAE*
Planner Senior	Alexa Hempel	ANH

City of Santa Fe, New Mexico

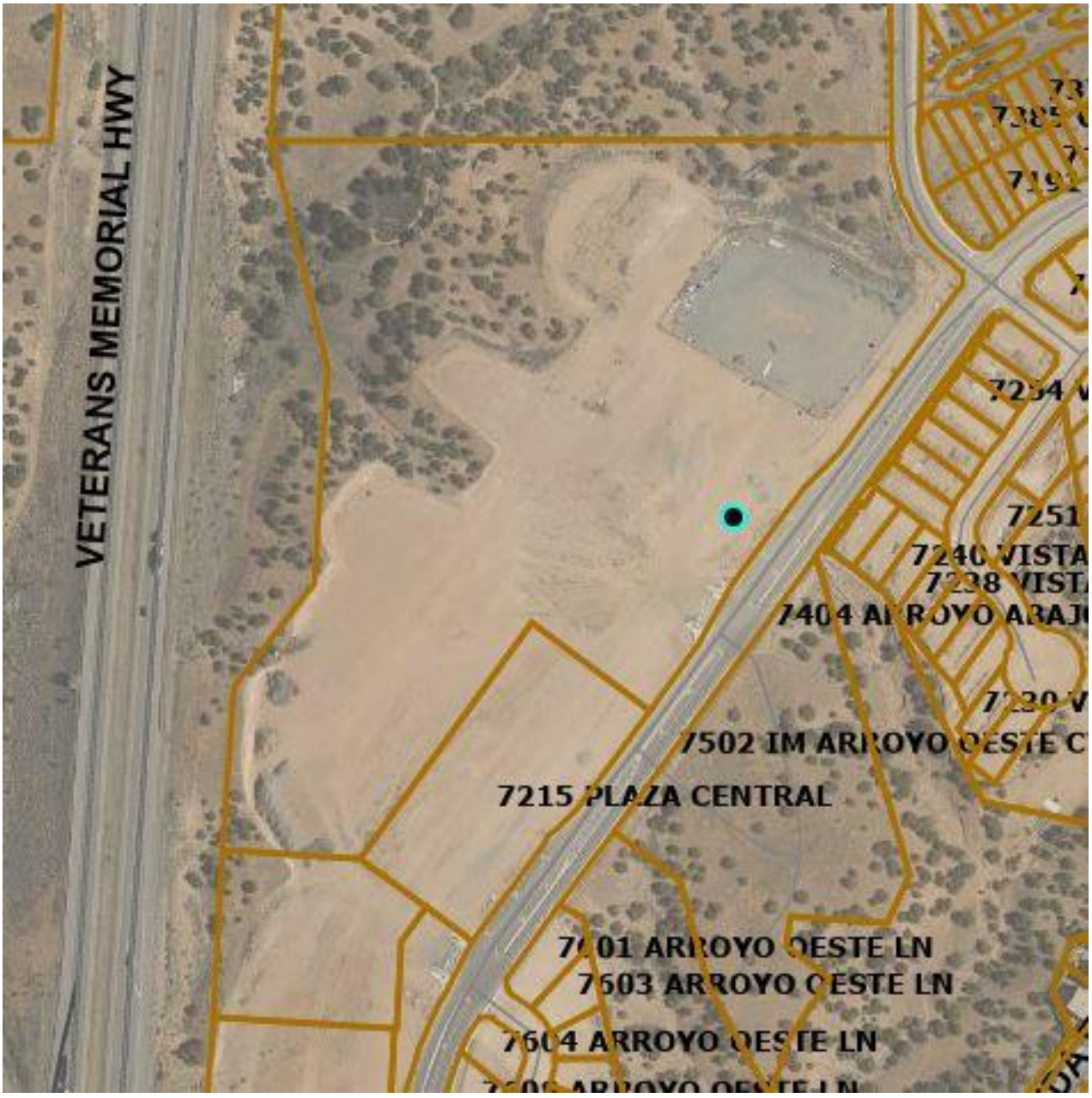
Attachment B

Maps and Photos

1. Aerial View
2. Existing Conditions Photos
3. Current Zoning Map
4. Future Land Use Zoning Map
5. Tierra Contenta Phase 2C Master Plan

Aerial Photo

The property is within Tierra Contenta, located near the southwestern corner of the City of Santa Fe limits. It is bordered by two existing roads, Plaza Central and Contenta Ridge, which will house 3 entrances to the development. The property has easy access to State Highway 599 via Jaguar Dr and Airport Rd.



Existing Conditions

The property is currently vacant and has been graded by previous owners.



Photo taken on Plaza Central, 6/30/25, looking west at the property. A small, paved driveway exists providing access to the property.



Photo taken standing on the property looking east to Plaza Central. Note the surrounding residential development.



Photo taken standing on the property, looking north towards the existing R-7 townhome and condominium development.



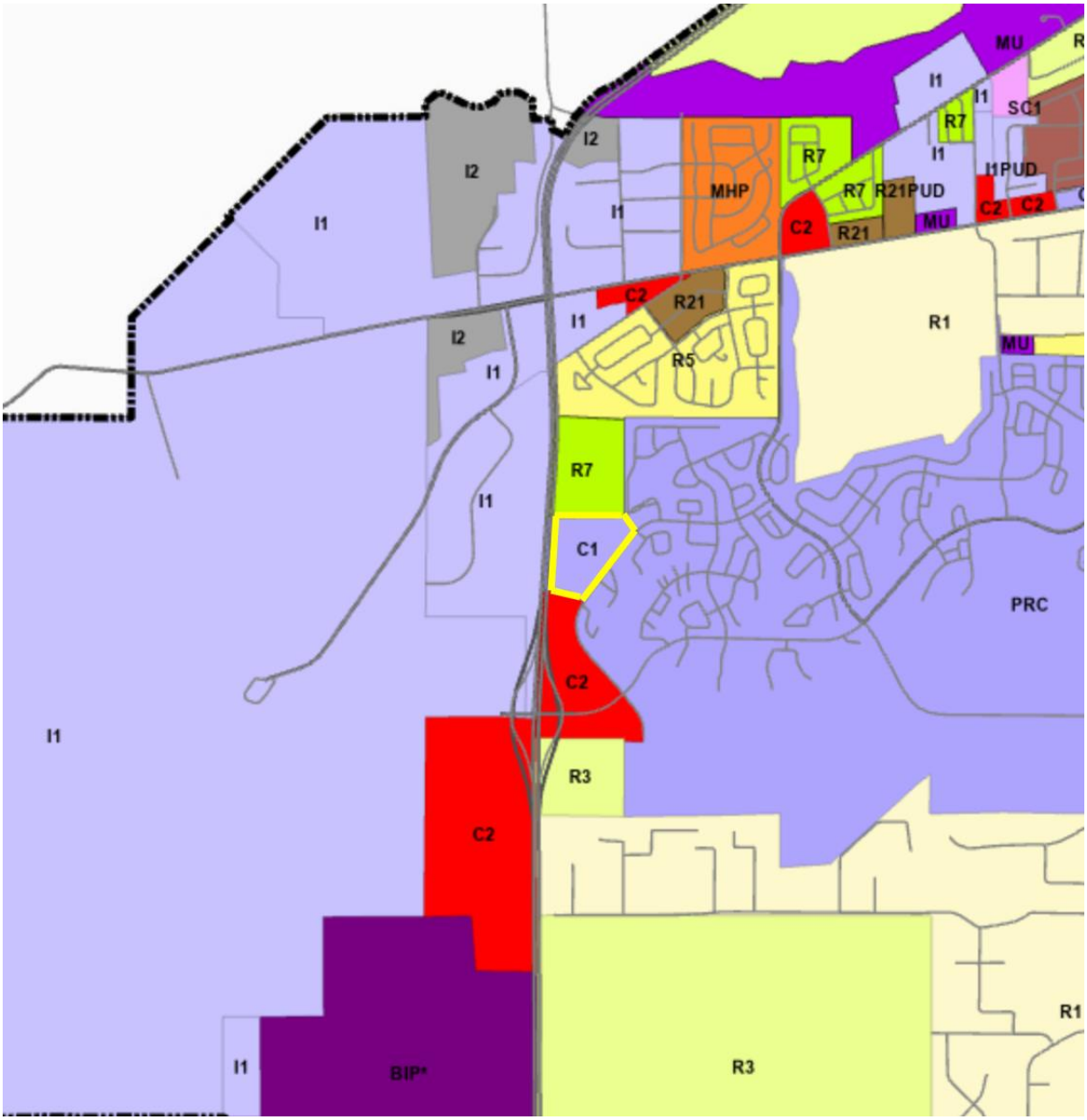
Photo taken standing on the eastern edge of the property near Plaza Central, looking west at the proposed development site.



Photo taken standing on the property looking south. The parcel south of the proposed development is under the same ownership but currently has no plans for future development.

Current Zoning Map

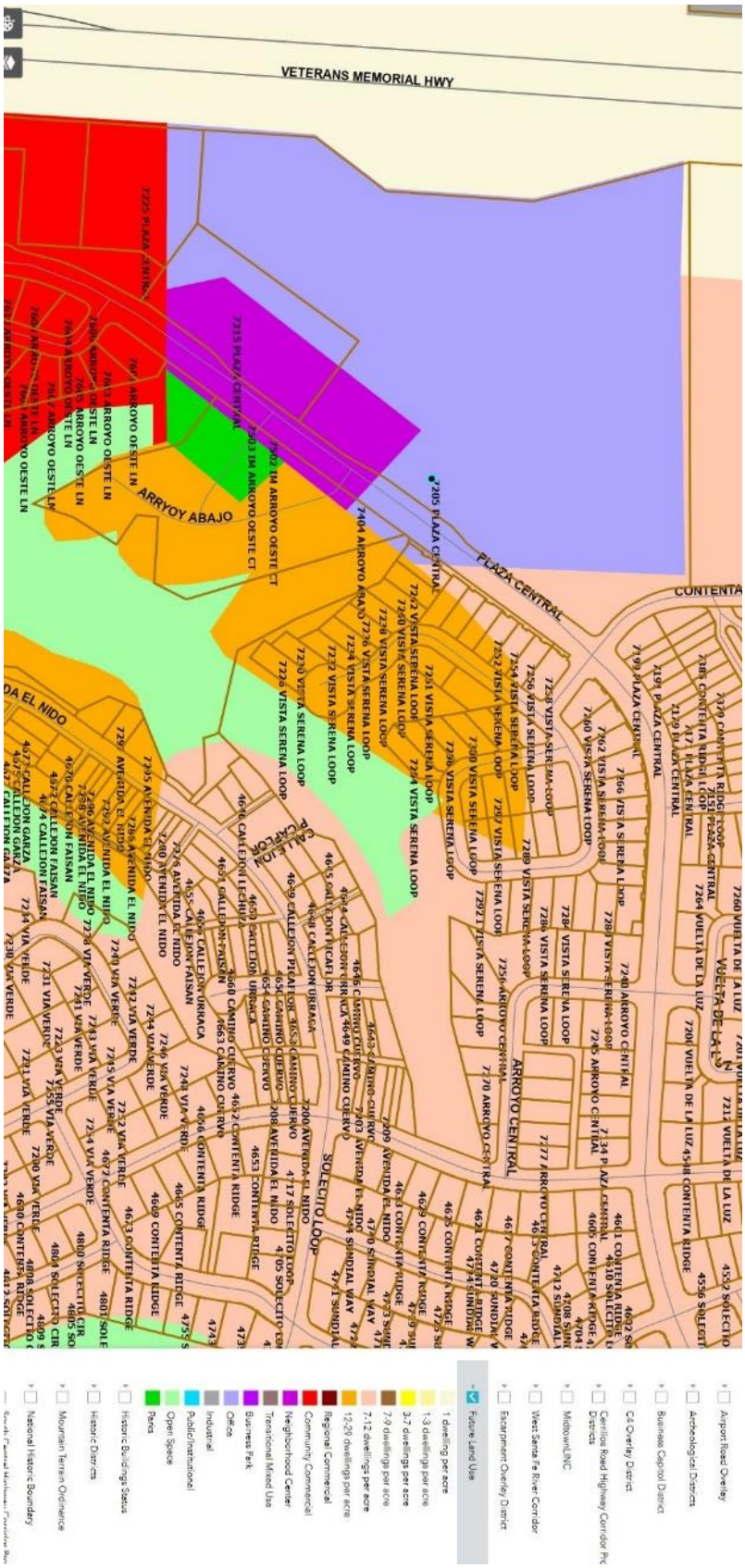
7205 Plaza Central is outlined in yellow and zoned C-1, Office and Related Commercial. Surrounding uses include PRC, Planned Residential Community, to the east, which houses much of Tierra Contenta. North of the property is a developed R-7 district with many townhomes and condominiums. South of the property is currently vacant but zoned C-2, General Commercial. West of the property is the right-of-way for State Highway 599 and adjacent to that are I-1, Light Industrial, zones.



7205 Plaza Central is outlined in yellow.

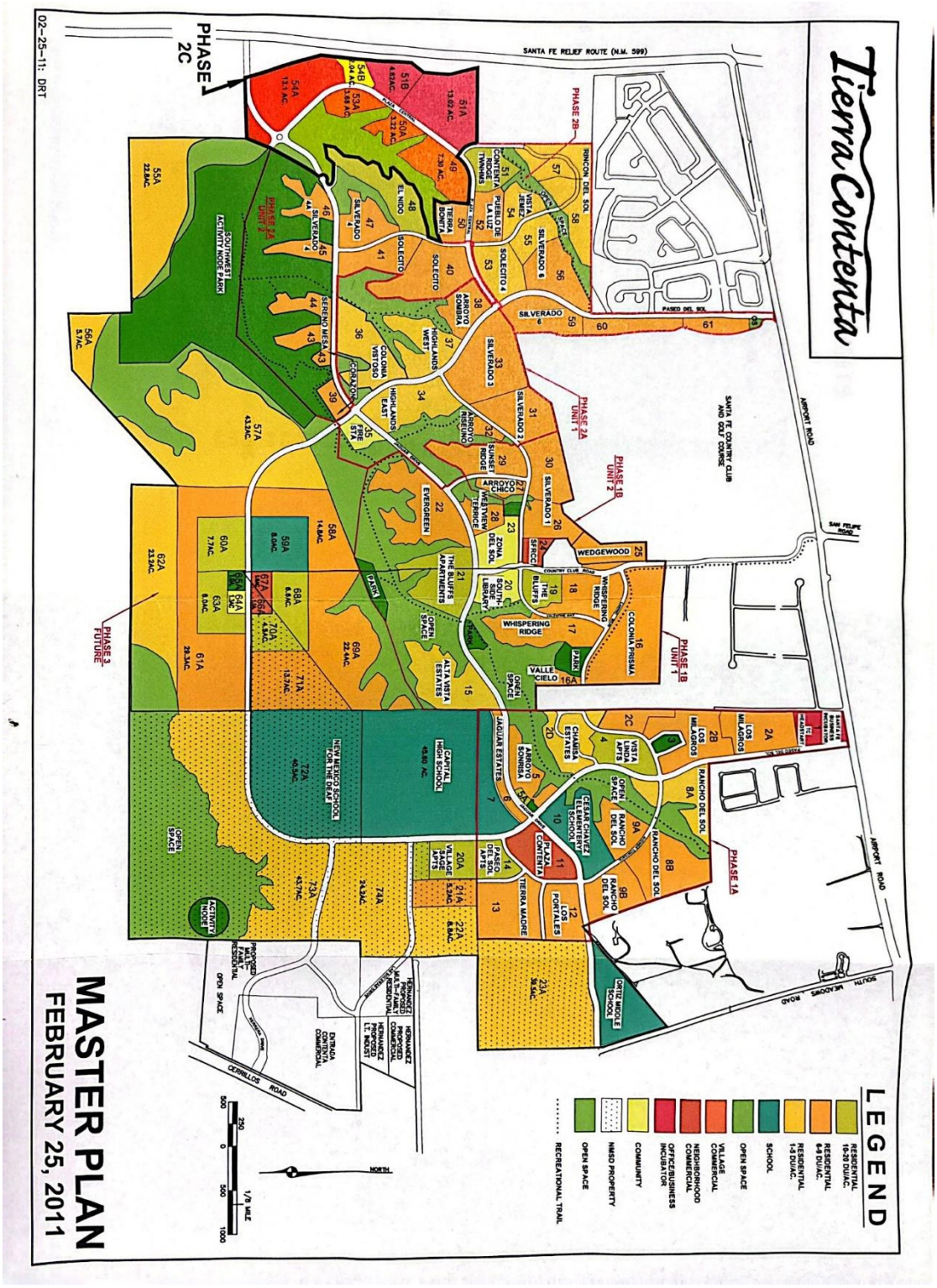
Future Land Use Map

The future land use of this property is intended to be office space, shown in light purple. The future land use of the surrounding properties to the north and east, in light pink, is residential 7-12 dwelling units per acre, while the dark orange to the east is 12-29 residential dwelling units per acre. The red to the south of the property is to be community commercial. The dark purple and lime green southeast of the property are intended to be a neighborhood center and park respectively.


VETERANS MEMORIAL HWY
PLAZA CENTRAL
ARRYOY ABAJO
ARROYO CENTRAL
SOLECITO LOOP
CONTENTA
Airport Road Overlay
Archeological Districts
Business Capitol District
C4 Overlay District
Carrillos Road Highway Corridor Pro Districts
Midtown/NC
West Santa Fe River Corridor
Escarpment Overlay District
Future Land Use
1 dwelling per acre
1-3 dwellings per acre
3-7 dwellings per acre
7-9 dwellings per acre
7-12 dwellings per acre
12-20 dwellings per acre
Regional Commercial
Community Commercial
Neighborhood Center
Transitional Mixed Use
Business Park
Office
Industrial
Public/Institutional
Open Space
Parks
Historic Buildings Status
Historic Districts
Mountain Terrain Ordinance
National Historic Boundary

Tierra Contenta Phase 2C Master Plan

7205 Plaza Central is on the western edge of this map, in dark pink, labeled Office/Business Incubator.



City of Santa Fe, New Mexico

Attachment C

Applicant Submittals and Development Plan

1. Application Letter

PAX CONSULTING
paxconsulting.biz

October 10, 2024

Planning Division
City of Santa Fe
Santa Fe, NM 87504

Subject: Application for Development Plan and Lot Line Adjustment for Zorro Blanco

Pax Consulting, agent for Zorro Blanco, is pleased to submit this application to the City of Santa Fe Planning Division. The project consists of a 165-unit multi-family rental housing complex and a coffee shop at 7205 Plaza Central in the western end of Tierra Contenta.

Project Valuation: $28,000,000

The list below includes the required submittals and where they can be found:

Application letter, including valuation (this document)
Statement addressing approval criteria (Report attached to this document)
Legal lot of record, legal description (Exhibit A of Report)
Development Plan (Plan set – separate email attachment)
ENN Meeting Notes (Exhibit I of Report)
Existing site conditions (Plan set – Sheet DP-000)
Sewer plan (Plan set – Sheet C-102)
Water plan (Plan set – Sheet C-102)
Water Utility Service Application (Exhibit F of Report)
Signage specifications (Plan set – Sheets AL-201 & AG-201)
Dimensional color elevations (Plan set – Sheets AA-201 through AL-201)
Architectural points analysis (Report section “Architectural Design Review”)
Fire and emergency access plan per IFC (Plan set – Sheet Fire 1)
Terrain management plans (Plan set – Sheets C-101A & C-101B)
Landscape plans (Plan set – Sheets LP-101 through LP-104 & LP-501)
Photometric plan (Plan set – Sheet C-104)
Pedestrian, bicycle, and vehicular plan (Plan set – Sheet DP-03)
Site Section (Plan set – Sheet DP-04)
Traffic Impact Analysis (Exhibit C of Report)
Archaeological clearance (Exhibit H of Report)
Affordable housing proposal (Not ready yet – working with staff)

Please call me with any questions you have or additional information you need.

Thank you,

Katherine Mortimer

Katherine Mortimer
Pax Consulting
7 Vista Grande B-7 #230
Santa Fe, NM 867508
(505) 577-4553

CITY OF SANTA FE

DEVELOPMENT PLAN
PLUD-13

Is this an amendment to a previously approved Development Plan? ☐ Yes ☑ No

PARCEL INFORMATION

Project Name:	Zorro Blanco		
Address:	7205 Plaza Central, Santa Fe, NM		
Property Size:	14.24 (to be reduced to 6.9 with LLA)	Zoning:	C-1
Current Use of Land:	Vacant	Proposed Use of Land:	Multi-family Rental + Coffee Shop
Does a rezoning application accompany this application?	☐ Yes ☑ No	Are any variances required?	☐ Yes ☑ No
Pre-application Conference Date:	6/27/24	Early Neighborhood Notice (ENN) Meeting Date:	8/20/24 + 9/30/24
Estimated Total Cost of Development:	$28,000,000		

PROPERTY OWNER INFORMATION

Name (First, Last):	Zydeco TCVP Land, LLC (Richard Yates)		
Address:	428 Sandoval Street	Ste. 200	
	Street Address	Suite/Unit #	
	Santa Fe	NM	87501
	City	State	ZIP Code
Phone:	505-670-2375	E-mail Address:	Aaron@Zydeco66.com

APPLICANT/AGENT INFORMATION (IF DIFFERENT FROM OWNER)

Company Name:	Pax Consulting, LLC		
Name (First, Last):	Katherine Mortimer		
Address:	31 Encantado Loop		
	Street Address	Suite/Unit #	
	Santa Fe	NM	87508
	City	State	ZIP Code
Phone:	505-577-4553	E-mail Address:	Kat@PaxConsulting.biz

Correspondence Directed To: ☐ Owner ☐ Applicant ☑ Both

AGENT AUTHORIZATION (IF APPLICABLE)

I am/We are the owner(s) and record title holder(s) of the property located at:

7205 Plaza Central, Santa Fe, NM

I/we authorize Richard Yates to act as my/our agent to execute this application.

Signed: _____ Date: 10/09/24

Signed: _____ Date: _____

SIGNATURE

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 1987. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a pre-application meeting to verify that the attached proposal is in compliance with the City's zoning and development plan requirements.

Signature: _____ Date: 10/10/24

Application Report

Statement Addressing Approval Criteria



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Project Description

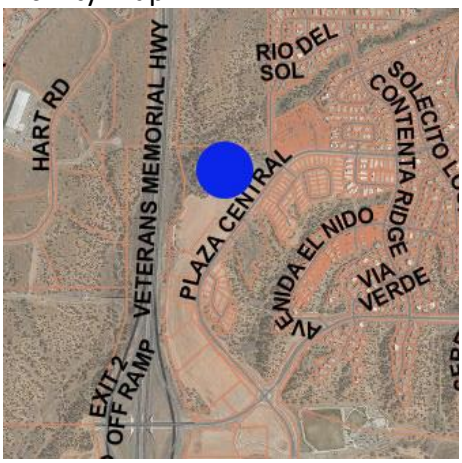
Zorro Blanco is a 165* unit multi-family housing complex and a coffee shop. The development will include 17 buildings ranging from 1- to 3-stories. The site slopes down away from the adjacent roadways. The development is intended to create a transition from lower-density residential development to the north and east to future commercial development to the south. The buildings form open spaces that will be landscaped to create different outdoor spaces, plazas, and courtyards connected by pedestrian paths between the buildings.

*The plan includes 164 residential units, however, should viability of the coffee shop change, the space could be used as either an amenity for Zorro Blanco or a two-bedroom residential unit. Therefore, this analysis includes all of these possible uses.

Project Location

The property is located at 7205 Plaza Central, Santa Fe, NM. It is at the southwest corner of Plaza Central and Contenta Ridge. It is also adjacent to the NM 599 right-of-way to the west. (The legal lot of record is included as Exhibit A of this document.)

Vicinity Map





Requested Approvals

This application includes a request for a lot line adjustment and a development plan. The application is being submitted on behalf of the property owners, Zydeco TCVP Land, LLC, for Development Plan for a multifamily apartment complex with a coffee shop and a Lot Line Adjustment for consideration by the Planning Commission. The application includes 165 market-rate dwelling units in 17 buildings including a clubhouse. The subject parcel is currently approximately 14.24 acres which is requested to be reduced to 7.9 acres through a lot line adjustment.

Tierra Contenta

This project is located within Tierra Contenta (TC) and is subject to the Master Plan, adopted in 1994. The Tierra Contenta Corporation (TCC) was created by the City of Santa Fe to implement the Tierra Contenta Master Plan on behalf of the City. TCC is charged with ensuring that development occurs in a way that meets the original goals and objectives for Tierra Contenta, as well as goals that have emerged since its creation. For each phase of development, a set of design standards is developed and approved by the City of Santa Fe. This project is located within Phase 2C. Where the design standards include requirements for development, those standards apply. Where the design standards are silent, the City Development Code applies.

Code Compliance Summary

Topic	Applicable Document(s) (COSF/TC2C)*	Code/Design Standard Reference
Zoning	COSF	14-7
Density & Dimensional Standards	COSF	14-7.2-1
Dimensional Standards	COSF	14-7.3-1
Open Space	COSF	14-7.5
Access & Traffic	COSF & TC2C	14-7.1 & 14-9 & 3.A&B
Terrain Management	COSF	14-8.2
Stormwater	COSF & TC2C	14-8.2 & 3.D
Flood Regulations	COSF	14-8.3
Landscaping	COSF & TC2C	14-8.4 & 4.B.2.j
Walls/Fences	COSF &TC2C	14-8.5 & 3.C.3
Parking	COSF & TC2C	14-8.6 & 4.B.2.j
Architectural Design	COSF & TC2C	14-8.7 & 2.C.2
Outdoor Lighting	COSF & TC2C	14-8.9 & 3.E.9
Signs	COSF & TC2C	14-8.10 & 3H
Affordable Housing	fCOSF	14-8.11 & 26
Prairie Dogs	COSF	14-8.12
Water Budget	COSF	14-8.13 & 26
Impact Fees	COSF	14-8.14
Land Dedication	COSF	14-8.15
School Requirements	COSF	14-8.16
Archaeology	COSF	14-3.13
Accessibility	COSF	14-8.6(B)(1)(c)
Early Neighborhood Notification	COSF	14-3.1(F)

*The two applicable documents are the City of Santa Fe Development Code (COSF) and the Tierra Contenta Phase 2C Design Standards (TC2C).

Village Plaza Master Plan

A master plan was approved as part of the annexation and rezoning for the Tierra Contenta Village Plaza in 2011 (Santa Fe Ordinances #2011-33 and #2011-34). The master plan has expired as more than 5 years have elapsed with no on- or off-site improvements continuing per SFCC §14-3.19(B(1)(b). The northern portion of the plan area, including the subject property, was proposed to be developed with multi-family housing and offices. Some of the housing was proposed to be live/work. The southern portion of the plan area is zoned C-2 and was proposed to be developed with a range of neighborhood-serving retail and office uses. The project complies with all of the annexation and rezoning conditions of approval. See Exhibit B.

Development Plan

The application for development plan will include 19 buildings per the Table below:

Building Areas and Unit Mix

Bldg #	HUD Gross Floor Area (SF)	# Studios	# 1 BR	# 2 BR	# 3 BR	TOTAL UNITS
1	4,319			1		1
2	11,244			12		12
3	7,326	2	5	3		10
4	8,908		12			12
5	12,169			9	1	10
6	7,326	2	5	3		10
7	6,566		5	3		8
8	4,454		6			6
9	13,892	2	10	6		18
10	2,930		4			4
11	8,838		3	6		9
12	8,908		12			12
13	7,326	2	5	3		10
14	8,908		12			12
15	15,104		4	10	1	15
16	8,316	3	6	3		12
17	2,930		4			4
TOTAL	**139,464**	**11**	**93**	**59**	**2**	**165**

Building 1 includes a manager's office, community space, and gym and a coffee shop. However, should the coffee shop use cease, this analysis includes a 2-bedroom unit to allow it to be repurposed as a residential unit. Outside, adjacent to this building is a courtyard with a swimming pool.

The spaces between the buildings create outdoor spaces for gathering, recreation, and contemplation connected to each other by walkways between building that create a walkable, car-free internal complex. This is similar to the development of Spanish colonies that followed the Law of the Indies, like Santa Fe. It has one larger courtyard which harkens to downtown Santa Fe's Plaza which is connected to smaller courtyards and open spaces as the Law of the Indies calls for. Most of the units face towards these internal spaces.

Construction Schedule

This project is proposed to be built in overlapping phases that would start several weeks apart. This will allow for different trades to complete their work and move on to the next group of buildings, keeping the construction crews working and moving quickly through the process. As each group of buildings are completed, it is planned that those buildings will start to be occupied while the remainder continue in the construction process. The phases of construction are shown on Plan DP-002 of the drawings submitted with this application.

Utility Access

Sewer

Sewer lines of sufficient capacity to serve the project are located within both Contenta Ridge and Plaza Central. Their locations are shown on the Development Plan drawings.

Water

Municipal water lines with sufficient capacity to serve the project are also located within Contenta Ridge and Plaza Central. Their locations are shown on the Development Plan.

Electricity

Electricity is accessed by 3 power boxes along Plaza Central and run underground to the project buildings.

Natural Gas

Natural gas is accessed on Plaza Central.

Lot Line Adjustment

The lot line adjustment is requested to allow for the land needed for the Zorro Blanco development. The landowner owns both this lot (lot 10) which is currently 14.24 acres and lot 9 which is currently 1.84 acres. The lot line adjustment will move the boundary between these two lots such that lot 10 will be 719.9 acres and lot 9

will be 9.18 acres. Lot 9 will be developed in the future, however, at this time the landowner does not have specific plans for its development.

Zoning

The property is zoned C-1, Office and Related Commercial. Per Table 14-7.2-1, multifamily residential development is permitted in the C-1 zoning district if it meets the density and open space requirements of the R-21 zoning district which are:

Required	**Provided**
Density of 21 units per acre	7.9 acres X 21 = **165 units**

The project also meets the following dimensional criteria:

- Minimum 10-foot street setback
- Minimum 5-foot side setback
- Maximum 40% lot coverage
- Maximum 36-foot building height

Development Plan Approval Criteria **(per SFCC §14-3.8(D)(1))**

(a) that it is empowered to approve the plan under the section of Chapter 14 described in the application

SFCC §14- 2.3 (C)(1) states, "…the planning commission shall review and approve or disapprove various specific development plans, requests, and subdivision plats. When specifically authorized by Chapter 14, the decision of the planning commission is final, subject to any appeal right provided in this chapter."

(b) that approving the development plan will not adversely affect the public interest.

Approval of the proposed project will benefit the public interest by providing needed market-rate housing. The City's recently published draft 5-Year Affordable Housing Strategic Plan found "The gap shown for renters with income over 120% AMI in 2021 suggests those renters are spending less than 30% of their income on housing. This points to an income mismatch in the market in which higher income households are occupying homes affordable to lower income households." Creation of more market-rate apartments will allow those residents other options, freeing up the lower income apartments for lower income residents.

(c) that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.

The abutting property to the west is owned by the State Department of Transportation and includes right-of-way for state route 599. The abutting property to the northwest is undeveloped land owned by the NM State Lands Office. The abutting land to the south is owned by the applicant but there are no current plans for its development. Across Contenta Ridge to the northeast are recently constructed townhomes and across the Plaza Central to the east are single family homes. This development would represent a transition between lower-density residential development to the north and east and land further south that is zoned C-2, Community Commercial, which allows for a range of non-residential as well as multi-family residential uses.

There are no abutting buildings, structures, or uses as this project is the first development within the Village Commercial Area of the Tierra Contenta Phase 2C master plan. There are existing residential buildings across both streets that abut the project, both single-family and multi-family. This site represents a transition from less dense residential uses to future commercial and retail uses anticipated to the south.

The building facing Contenta Ridge is 3-stories and is across the street from newly-constructed two-story townhomes. This building is set back a minimum of 78 feet from the property line. Also, relative to Contenta Ridge, the townhomes are uphill from the street level and the 3-story building proposed is downhill from the street level such the apparent height of the two buildings will be similar. This building also includes portals on each floor facing Contenta Ridge, reducing the visual impact of the massing of the building.

The buildings facing the street are limited to one- and two-stories along Plaza Central where one- and two-story single-family homes are across the street. The apartments will be distributed into 17 buildings across the site rather than being located in fewer, larger buildings as is more typical of apartment complexes. This reduces the apparent density of the project and better integrates with the massing pattern of the neighborhood. The proposed buildings are designed in a Pueblo-style massing that echo the neighboring architectural style and the broader regional Santa Fe Style.

The proposed project will create a transition to the C-2, General Commercial District, to the south which allows a greater range of commercial and retail uses in denser development patterns.

The Tierra Contenta Design Standards for Phase 2C designates the project site as being Village Commercial. A now-expired master plan for the area envisioned office buildings and multi-family housing for the subject property. Of those two uses, multi-family is more compatible with the surrounding residential uses. The office and multi-family housing was envisioned as a transition from the townhomes to the north, the single-family homes across the street, and the future retail uses to the south.

Additionally, the TC Guidelines include design criteria for the site. These have been incorporated into the project design and approved by the Tierra Contenta Architectural Review Committee. These design standards include:

Chapter 1, Introduction, Section C2, Foster Architectural Variety states:

Variety in the architecture of Tierra Contenta is an important characteristic of the community. These standards are intended to produce coherent, pedestrian-oriented neighborhoods, not to limit the creativity of innovative designers. Like the Tierra Contenta Master Plan, these standards apply to all property in Tierra Contenta and are intended to provide a measure by which all aspects of improvements- whether for streets and infrastructure, residences, commercial or civic buildings - are evaluated in comparison to the Tierra Contenta Master Plan.

Chapter 1, Introduction, Section C3, Encourage Innovation states:

Notwithstanding the specific requirements of these design standards and the city code, the designer, developer, and reviewer are to be guided by the TC vision and goals. Innovative design is encouraged within the Tierra Contenta development, and strict adherence to the design standards and/or city code may tend to inhibit innovation. Thes e design standards have been written with the intent of balancing the standards necessary for providing a measure of conformance with the flexibility necessary to allow innovation. The vision and goals of Tierra Contenta are provided in the design standards to give designers, developers and reviewers a basis for assessing innovative features that might be proposed, and an arbiter for conflicts that might arise between an innovative proposal and health and safety issues.

Developers are encouraged to discuss aspects of design that may be at variance

with these standards or city code with city staff, TCC staff, and the TC Architectural Review Committee as early in the process as possible. When variances are requested due to an innovative design concept, recognition of the innovation as having a positive effect on Tierra Contenta may serve as a basis of variance approval, however, the developer must clearly demonstrate the innovation is the basis for the variance.

Chapter 1, Introduction, Section D.2.c, Visual & Aesthetic Goals states the following:

- The development will reflect traditional development patterns in Santa Fe.
- The development will contain a wide variety of housing types that are fully integrated into each tract.
- The development will create viewscapes that take advantage of the natural and built environment.
- The development will not have a "cookie cutter" appearance. Variation must be emphasized.
- The development will create an inviting and attractive streetscape.

Chapter IV of the Tierra Contenta Phase 2C Design Standards, Village Commercial Center, addresses the area that includes the subject site and the commercial/retail area to the south. Section C.2, Architectural Review Committee (ARC) Specifications provides specific architectural and design standards for the subject site. The subsections that apply to this project are:

C.2.c, Facades: No facade may consist of an undifferentiated blank wall when facing a public street central plaza or other public or common open space, or non-motorized vehicle path. Frequent windows, displays and landscaping are appropriate measures that add interest to the building. A building with an articulated wall facing the street that does not have at least 60% of its primary facade on the front property line may be approved by the ARC if continuity of the street or plaza frontage is not disrupted. Recessed entries, small plazas and courtyards are encouraged.

C.2.d, Portals and Porches: A continuous portal across must be built across at least sixty percent (60%) *over* the main entrance at the front of the building facing street, plaza(s) or other public space. Secondary entrances facing parking areas must have a covered porch or portal across at least thirty percent (30%) of the facade.

C.2.e, windows: Rather than being flush with the exterior wall finish, window frames shall be inset at least one inch (1") to provide a distinct shadow.

C.2.f, Roof form, Flat roofs entirely concealed from public view by parapets are the preferred roof forms. Other roof forms, , including vaulted roofs, compound roofs, or sloping roofs, may be considered for approval especially if a positive effect on the building interior, such as improved day lighting, can be demonstrated. False mansard roofs are prohibited. The ARC may require the screening of any mechanical equipment visible from public areas. If terrain makes screening rooftops impractical this requirement may be waived.

Open Space

Open space required in the C-1 zone for residential development follows the requirements of the R-21 zone. R-21 zoning requires 250 SF of common open space for each dwelling unit. Common open space is defined in the City Code as "The outdoor area accessible to all residents within a development, which may be owned in undivided interest by all the residents of the development, and it may remain in its natural state or may be landscaped or improved for passive or active recreational activities." Additionally, due to the addition of the coffee shop, the project must also meet the open space requirements for commercial development of 25% of the lot area. Commercial open space is defined in the City Code as "An outdoor area that permanently provides light and air and that satisfies, in whole or in part, the community's visual, psychological and recreational needs." The requirement is reduced to 20% when using passive water harvesting techniques as this project does by the inclusion of swales and stormwater detention ponds. The open space is shown on the Landscape Drawings LP101-LP1-5 on the drawings submitted with this application.

Required Open Space

Type of Open Space	How Calculated	Required	Provided
Common Open Space	250 SF x 165 Units	41,250 SF	42,000 SF
Commercial Open Space with Passive Water Harvesting	301,040 SF x .20 = 60,208 SF minus Common OS	18,958 SF	22,000 SF
TOTAL Common and Commercial OS		60,208 SF	64,000

Access & Traffic

The project will have three entries. The primary entry is on the southern end of the parcel on Plaza Central. Secondary entries are located about halfway between the primary entry and the intersection with Contenta Ridge and one on Contenta Ridge.

Tierra Contenta Phase 2C Design Standards require that driveway connections to public streets have a driveway width (curb cut) that shall not be less than 12 feet or greater than 22 feet in width at the edge of the street pavement. Drive pads between curb and the right-of-way line must be concrete.

A traffic impact study was done for this project which showed that all area intersections would operate at Level of Service (LOS) A at both AM and PM peak traffic hours with the exception of the southern (main) driveway access to the project which would operate at LOS B both at buildout of the project and 10 years later. The study does not have any recommendations for revisions to the design. LOS are used to describe how well an intersection works with A being the Best and E being the worst, similar to school grades. LOS A and B are both considered well working intersections. The Traffic Study is included as Exhibit C of this document.

The Tierra Contenta Phase 2C Design Standards outline the types of streets and travel routes to be developed. This project does not propose to construct any offsite streets or travel routes so the standards described in TV2C Design Standards do not apply. However, the landscaping standards do apply. See the section on Landscaping and Site Design below.

Both the City of Santa Fe Development Code and the Tierra Contenta Phase 2C Design Standards (Ch.3.B.8.3) require sight triangles be installed and maintained. Sight visibility triangles are required at driveway entries. The triangles are formed by 5 feet along project driveway and 15 feet along street frontages. In these triangles there can be no visual impediments between 3 and 6 feet in height.

Terrain and Stormwater Management

Sheets C101 of the submitted plans shows the terrain and stormwater management provisions of this project. This project complies with the standards in SFCC §14-8.2 which include:

<u>Cut and Fill Slopes:</u>

- Exposed cut slopes shall not exceed 10 feet in height

Grading:

City of Santa Fe Development Code §14-8.2(D)(2)(b) states "Natural slopes thirty percent or greater shall remain undisturbed, except for arroyo crossings and for no more than three isolated occurrences of sloped areas where each individual disturbance shall not exceed one thousand (1,000) square feet, as approved by the city engineer. . . This provision applies solely to the construction of roads, driveways and utility placement and is not intended to allow development on natural slopes exceeding thirty percent."

This project includes development of driveways or utility placement on three occurrences of sloped areas greater than 30%, each less than 1,000 SF.

- Fill slopes shall not exceed 10 feet in height (SFCC §14-8.2(D)(1)(a))
- Retaining wall for fill slopes shall not be greater than 6 feet in height
- Fill slopes shall be no steeper than 3:1
- Cut or fill slopes for roadways shall not exceed 15 feet in height
- Cut slopes shall be no steeper than 2:1
- Grading for buildings is limited to 15 feet beyond outer edge of building
- Natural slopes greater than 30% shall remain undisturbed except for arroyo crossing and for no more than three isolated occurrences of up to 1000 feet each for construction of roads, driveways, and utility placement only

Topography:

- At least one-half of any building footprint has a natural grade of less than 20% and the remainder may have a natural grade of between 20 and 30%.
- The finished floor elevation at any point of a building built on a natural slope of 20% or greater shall not exceed five feet above the natural slope at that point.
- A structure shall not be built on a natural slope of 30% or more

Stormwater Management:

City of Santa Fe Development Code §14-8.2(4)

- Stormwater runoff peak flow rate discharged from the site shall not exceed pre-development conditions for storms up to the 0ne percent (100-year), 24-hour storm event at each discharge point
- Runoff control measures may include detention or retention basins, active and passive water harvesting, swales, berms check dams, vegetative ground cover, permeable pavements, tree wells, dry walls, cisterns and other techniques.

- Stormwater shall not be discharged into any watercourse or drainage channel without adequate reduction of flow velocity
- Detention basins shall accommodate 24-hours of a one-percent (100-year) storm with an outflow structure that limits outflow to pre-development rates; shall empty within 24 hours; and shall be landscaped in accordance with SFCC §14-8.4
- A Storm Water Pollution Prevention Plan is included on Sheet C105 to control erosion during and after construction.

Arroyo, Stream, and Watercourse Standards: Fences, *walls* and similar *structures* may not be constructed in or across an arroyo, stream or watercourse.

Site Restoration:

- Soil stabilization and erosion control measures shall be completed for all disturbed land within 21 days after construction completion by one or more of the following:
    - Revegetation with drought-tolerant plants
    - Bioengineering stabilization techniques
    - Stabilization with stones, terracing, or similar techniques
- All trees and shrubs shall be mulched and irrigated until established, grass shall be hydroseeded or covered with biodegradable material or synthetic soil erosions control blankets or matting and irrigated until established.

Flood Regulations

There are no 100- nor 500-year flood zones on or near the project site.

Landscaping and Site Design

The project conforms to SFCC §14-8.4 including all of the following items that apply to this project and are shown on Sheets LD101 & LP100 – LP104 & LP501 of the submitted plan set.

Water harvesting is required. This project proposes to use passive water harvesting techniques including the use of swales and detention ponds,

Water Features:

Water features are limited in area to 1650 for this project. Water features shall use re-circulated water and shall be designed to prevent seepage and leaks. The water feature included in this project complies with these requirements.

Street Trees:

Street trees are required on all property lines along streets. on major and secondary arterials, like Plaza Central, one street tree is required an average of every thirty (30) to forty (40) feet along the street frontage. On all other streets , like Contenta Ridge, one tree an average of every twenty-five (25) to thirty-five (35) feet. This project includes street trees that meet this standard.

Irrigation:

Irrigation is required to be zoned by each plants watering needs. Additionally, several standards apply to the irrigation system. Those that apply to this project include:

- Backflow prevention device
- Automatic, digital, multi-programmable controller
- Irrigation systems operation information, including monthly and seasonal schedules and water budgets are provided on the landscape plan on sheet LP100 of he submitted plan drawings
- Designed for site topography, orientation, microclimate, prevailing winds, soil type, and to prevent water waste.
- Planting beds shall be swaled, sloped, or recessed
- Irrigation systems shall be zoned by levels of water use
- Overhead spray irrigation can only be used on turf and ground cover

Walls and Fences

The project includes both fences, and parking lot screening walls. The walls and fences meet the requirements of SFCC §14-8.5 and TC2C Ch.3.C.3. The fences will be 6-feet high and made of wrought iron. The screening walls will be 4-feet high and made of concrete and stucco. These meet the requirements of both documents. TC2C states that Continuous unbroken walls are not allowed adjacent to public streets. All fences if constructed by the developer along street right-of-way must be made visually discontinuous by one or more of the following means:

- Changes in material
- Articulation of height with respect to the adjacent ground or sidewalk on the street side.
- Articulation of horizontal alignment with respect to the adjacent right-of-way.
- Openings defined by pilasters, arches, lintels horizontal or vertical tapers, etc.

- Landscaping planters, bancos, gates or other features between the right-of-way line and the proposed wall

The proposed project's fences will be connected to the buildings where feasible so that they are discontinuous. Additionally, the fences will be wrought iron allowing views into the site rather than a solid fence.

Retaining walls:

The project contains several retaining walls than meet the requirements of SFCC§14-8.5(B) which include:

- Maximum of 6 feet in height
- Stepped or terraced retaining walls shall be separated by a distance equal to the height of the retaining wall

Gates:

This project includes traffic control gates at all three vehicular access driveways. There will also be pedestrian gates.

Off-Street Parking

SFCC Table 14-8.6-1 provides the parking requirements for multifamily housing over 5 units. The calculations of required parking are included on Sheet DP 01 and show that 238 spaces are required and 245 are provided, an excess of 7 spaces. Of those spaces, 8 are required to be accessible, 2 of which must be van accessible.

Twelve bicycle parking spaces are required and 12 are provided. Bicycle Rack Standards and Dimensions are provided in SFCC § 14 Appendix D including allowable rack types, distance to other racks, distance from wall, curb, and pedestrian aisle, and parking and maneuvering areas. This project meets all of those requirements.

Parking Lot Screening

Tierra Contenta Phase 2C requires that any off-street parking area provided for four (4) or more vehicles on a single lot, or continuous parking areas on more than one lot having space for six (6) or more vehicles must be screened from view from a public street or non-motorized vehicle easement. Screening by a ten-foot-wide landscaping screen or buffer is preferred, however, a wall at least four feet (4 ft.) high may be used if landscaping is impractical.

Parking Lot Trees

Tierra Contenta Phase 2C requires parking areas contain 1 tree for every 6 parking spaces. The City of Santa Fe requires 10 SF of landscape area per parking space and a minimum of one deciduous tree per 90 SF of landscape area. These are

provided and shown on Sheet LP 100 of the plans submitted with this application.

Architectural Design Review

Per Table 14-8.7-1, projects in the C-1 zoning district must achieve 205 points in the Architectural Design Standards and Point Allocations Table 14-8.7-2.

Table 14-8.7-2: Architectural design Standards and Point Allocations			
Architectural Design Standards		Points Possible	Points Taken
WALLS			
Predominant Exterior Surface Material	Stucco, adobe	30	30
	Brick, natural stone, and integrally colored unit masonry	25	
	Concrete and non-integrally colored unit masonry	20	
	Metal siding, glass curtainwall systems, glass block, wood siding, and simulated materials	10	
	Mirrored glass curtainwall systems	-10	
Color of Predominant Exterior Surface Material	Earthtones, creams, and pastels of earthtone hues including but not necessarily limited to rose, peach, and terra cotta colors	30	30
	Pastel colors of non-earthtone hues, whites, grays, and grayish greens	15	
	High-intensity colors	-10	
	Metallic colors, glass and black	-10	
Exterior Surface Treatment	(A) Wall surfaces appear monolithic with at least 75 percent of the total wall area one material and one color. Differing shades of the same general hue shall not be considered different colors. Non-solar fenestration, window and door awnings, applied trim, and accent materials, colors, and decorative bands, with the exception of stucco, masonry or concrete control joints, are used in such a way that they do not give a panelized or prefabricated appearance, produce striped or checkerboard patterns, or exceed 25 percent of the surface area of any façade. Fenestration and/or accent colors on wall surfaces under portals or canopies having	10	10

	a horizontal depth of at least six feet shall be exempt from area calculations		
	(B) Wall surfaces do not meet the criteria set forth in paragraph (A) above	-10	
ROOFS			
Form	(A) Flat roof surfaces entirely concealed from public view by parapets	20	20
	(B) Flat roof surfaces not entirely concealed from public view by parapets, uniformly sloping roofs, or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with greater than or equal to four feet of vertical rise for every 12 feet of horizontal run and less than or equal to 12 feet of vertical rise for every 12 feet of horizontal run	15	
	(C) Uniformly sloping roofs or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with less than four feet of vertical rise for every 12 feet of horizontal run or having a slope with greater than 12 feet of vertical rise for every 12 feet of horizontal run	10	
	(D) Any type of sloping roof having a height, from springline to peak, that exceeds the average height of the supporting walls; non-uniformly sloping roofs; or any combination of flat and non-uniformly sloping roofs	-10	
Predominant Material	(A) All surfaces are concealed from public view	20	20
	(B) Standing, flat, or batten seam metal roofing, or membrane, asphalt or gravel surfaces exposed to public view	15	
	(C) Flat tiles of clay, concrete or slate	10	
	(D) Barrel tiles of clay, concrete, or slate; and asphalt shingles	5	
	(E) Wood shingles or shakes and other materials including but not necessarily	-10	

	limited to plastic, fiberglass or metal roof tiles		
Predominant Color	(A) All surfaces are concealed from public view	15	15
	(B) Dark reds, browns, and earthtones, and natural metals including aluminum, zinc, tin, and lead	10	
	(C) Low-intensity colors other than those stated above	5	
	(D) White	0	
	(E) Bright, non-fading, high-intensity colors and any use of multiple colors	-15	
BUILDING FORM			
	(A) One-story buildings with over 10,000 square feet of gross floor area and multi-story buildings with over 20,000 square feet of gross floor area which are designed with wall plane projections or setbacks on each publicly visible façade having a depth of at least three percent of the length of the façade and extending at least 20 percent of the length of the façade	30	30
	(B) One-story buildings with less than or equal to 10,000 square feet of gross floor area and multi-story buildings with less than or equal to 20,000 square feet of gross floor area which are designed with either offsetting wall planes or upper story stepbacks of at least four horizontal feet, or a recessed entry space or projecting canopy or portal having a depth of at least six horizontal feet, on at least one publicly visible façade	30	
	(C) Buildings not utilizing the massing techniques described in paragraphs (A) or (B) above	0	
DOORS AND WINDOWS			
Treatment	(A) More than 50 percent of doors, windows and glazed surfaces, which are not located under portales or canopies having a horizontal depth of at least six feet, have either frames recessed a minimum of two inches, are cased with trim, have divided lites, or have exposed or otherwise articulated lintels	20	20

	(B) More than 50 percent of doors, windows and glazed surfaces do not meet the requirements set forth in paragraph (A) above	0	0
Area	(A) All wall surfaces which are not located under portales or canopies having a horizontal depth of at least six feet, and which do not include solar fenestration, have less than or equal to 50 percent openings consisting of doors, windows, glazing and other penetrations	20	20
	(B) Wall surfaces do not meet the requirements as set forth in paragraph (A) above	0	
Location	(A) All doors, windows and glazed surfaces, on structures having a gross floor area greater than 150 square feet, are located at least two feet from outside building corners	20	20
	(B) All doors, windows and glazed surfaces, on structures having a gross floor area less than or equal to 150 square feet, have at least a two-inch mullion at inside and outside building corners	20	
Glazing	(A) All glazing is clear or tinted neutral gray	10	10
	(B) Any use of colored glazing	0	
	(C) Any use of mirrored glazing	-10	
EQUIPMENT			
Screening	(A) All roof and wall mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, are screened from public view by parapets, walls, fences, dense evergreen foliage, or by other means	10	
	(B) All building mounted equipment set forth in paragraph (A) above is either screened; and/or painted to match visually adjacent surfaces	5	5
	(C) All building mounted equipment set forth in paragraph (A) above is not screened and/or painted to match visually adjacent surfaces	-10	
TOTAL			**230**

TC2C Design Standards include requirements for exterior finished and colors. Appropriate surface materials include stucco, adobe, brick, split face block, and

stone. Zorro Blanco Apartments shall be finished with stucco. Exterior colors shall be predominantly earth tones, browns, tans, and soft pastels. . . Brighter accent colors may be used, but should not tract from the overall continuity of the local scheme. It is the responsibility of the ARC to review and approve colors not otherwise subject to the City's Architectural Design Review process.

Solar Access

TC2C Design Standards includes a "goal of Tierra Contenta to provide solar access to all buildings in the development. . . Building placement must provide as much solar access as possible within the constraints of density, setback limits, and other site planning criteria." Zorro Blanco Apartments will have many south-facing units with windows allowing natural lighting. Additional all buildings will all have flat roofs allowing for future installation of solar panels.

Outdoor Lighting

Tierra Contenta Phase 2C requires Building-mounted outdoor light sources (bulbs, elements, and sources of glare) shall be designed and placed to minimize visibility from adjacent property, streets, pedestrian and non-motorized vehicle connections, and open space. Freestanding outdoor lighting sources, such as those used to illuminate parking areas, shall be shielded from public view and designed to minimize spillover onto private or public property.

Signs

Tierra Contents Phase 2C requires that Permanent signage or monumentation demarcating the entrance to a specific subdivision is permissible. Designs for such signs should have an aesthetic relationship to other such signs or monumentation within the Tierra Contenta project. No permanent subdivision signs shall be placed within public right-of-way.

City of Santa Fe Development Code §14-8.10 includes regulations regarding the number and design of signs that are intended to be read from off the premises including illumination, setbacks, number of colors and lettering styles, and surface area.

The project signs are shown on the building elevations where they occur on sheets AL201 and AG201 of the submitted plans showing compliance with these requirements.

Affordable Housing

Zorro Blanco is located within Tierra Contenta. City Staff has determined that the project is not subject to the City's Santa Fe Homes Program (SFHP) and that Zorro

Blanco has no requirement to provide affordable housing because Tierra Contenta has met its obligations to provide affordable housing under the applicable provisions of the Amended and Restated Annexation Agreement. Zorro Blanca disagrees with City Staff and proposed to pay a fee-in-lieu on-site housing as allowed by the SFHP. Zorro Blanco's proposal to pay the fee-in-lieu of the Santa Fe Homes Program was rejected by City Staff.

Relocation of Gunnison's Prairie Dogs

SFCC § 14-8.12 requires that sites developed with anything other than single-family residences be examined by a city-approved prairie dog relocator and if they are determined to exist on the site, that they be removed to a city-approved location. City of Santa Fe staff inspected the project site and found no evidence of prairie dogs. See Exhibit D.

Development Water Budget

SFCC § 14-8.13 requires that a water budget be developed for development plans and that a project with a water budget greater than 5 acre-feet, such as this one, must purchase, and dedicate to the City, water rights through the City's water rights transfer program to meet the development's water budget. The water budget calculation form is included as Exhibit E and the Utility Service Application is included as Exhibit F.

Impact Fees

SCFF § 14-8.14 provides the requirements for impact fees for Roads, Parks, Fire, and Police based on the number of residential units being developed. The table below shows those fees for this project which includes 165 units.

Impact Fee Category	Fee per Unit	Fee Assessed
Roads	$1,373	$226,545
Parks	$880	$145,200
Fire	$168	$27,720
Police	$53	$8,745
TOTAL		**$408,210**

Land Dedication

Section 14-8.15 requires dedication of land for parks and trails. Since this project is within the Tierra Contenta Master Plan, the parks and trails land dedication is addressed by that Master Plan and not additional land dedication is required for this project.

School Requirements

Notice of this project was sent to the Santa Fe Public School District by certified mail on 7/18/24per SFCC §14-8.16 and is included as Exhibit G. As of submission of this application, no response has been received in response to that notification.

Archaeology

Archaeological clearance was approved by the City of Santa Fe Architectural Review Board on 09/03/1998 for this site as part the Tierra Contenta Subdivision. The clearance document is included as Exhibit H.

Accessibility

The Americans with Disabilities Act (ADA) requires multifamily developments to be accessible by people with mobility disabilities. The accessible paths in this project are shown on the ADA Access Plan, Sheet C101 of the drawings submitted for this project. For accessible parking, please see the section on Off-Street Parking above.

Early Neighborhood Notification

Two Early Neighborhood Notification meetings were held on August 20, 2024 and September 30, 2024 via zoom. The notes of the meetings are included as Appendix I and the affidavits of posting and mailing are included as Appendix J.

Additionally, two public gatherings to present the project to the neighbors and discuss it with them were held on July 27th and August 3rd 2024 at the Southside Library. As a result of those meetings, a neighborhood coffee shop was added to the project in response to desires for community-serving retail development which is anticipated on the C-2 zoned property to the south of the project site.

Exhibits

Exhibit A: Legal Lot of Record
Exhibit B: Compliance Report of Annexation and Rezoning Conditions of Approval
Exhibit C: Traffic Impact Study
Exhibit D: Prairie Dog Clearance Letter
Exhibit E: Water Budget
Exhibit F: Water Utility Service Application
Exhibit G: Public School Notification Form
Exhibit H: Archaeological Clearance
Exhibit I: Early Neighborhood Notification Meeting Notes
Exhibit J: Affidavits of ENN Notification Postings and Mailings

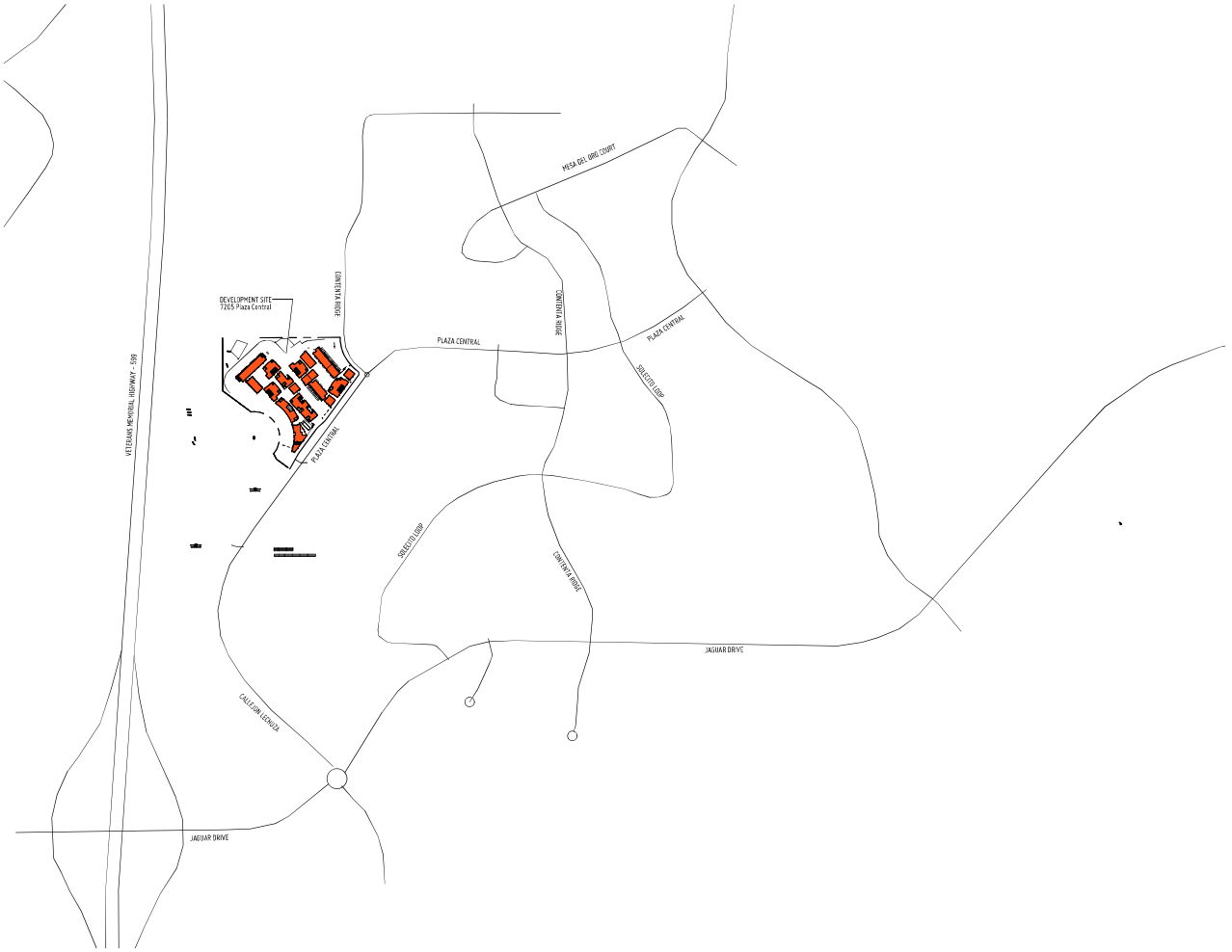
City of Santa Fe, New Mexico

Attachment C

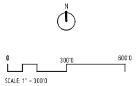
Applicant Submittals and Development Plan

11. Development Plan

ZORRO BLANCO
ZORRO BLANCO DEVELOPMENT PLAN, LUD CASE NUMBER # 2024-9320
City of Santa Fe – Section 14, Township T16N , Range R8E



1 | AREA PLAN
DP_00 | ---- SCALE : 1" = 300'0



CITY APPROVALS

APPROVAL BY THE SANTA FE PLANNING COMMISSION AT THEIR MEETING OF _____, 20____ AS CASE NUMBER 2024-9320.

PLANNING COMMISSION CHAIRPERSON — DATE

PLANNING COMMISSION SECRETARY — DATE

APPROVED BY THE CITY OF SANTA FE LAND USE DEPARTMENT

CITY PLANNER — DATE

CITY ENGINEER FOR LAND USE — DATE

CONDITIONS OF APPROVAL

1. XXX

NOTES

1. DEVELOPMENT CONSTRUCTION PLAN DRAWINGS SUCH AS: ARCHITECTURAL ELEVATIONS, LIGHTING, CIVIL ENGINEERING ARE FILED IN THE MAP ROOM WITH THE CITY OF SANTA FE CASE #_____

2. CITY OF SANTA FE DRAINAGE
   A. SUBJECT TO THE APPROVAL OF CITY OF SANTA FE PERMIT AND DEVELOPMENT REVIEW DIVISION STAFF, STORM DRAINAGE AND EROSION/SEDIMENT CONTROL IMPROVEMENTS SHALL BE EXECUTED IN CONJUNCTION WITH THE CONSTRUCTION OF EACH SEGMENT OF ROADS AND UTILITIES. THESE IMPROVEMENTS SHALL BE COMPLETED AND INSPECTED PRIOR TO THE ISSUANCE OF BUILDING PERMITS
   B. MAINTENANCE OF PRIVATE DRAINAGE EASEMENTS AND DRAINAGE FACILITIES IS THE RESPONSIBILITY OF THE OWNER. THE CITY OF SANTA FE HEREBY GRANTED THE RIGHT OF ACCESS AND THESE EASEMENTS AND DRAINAGE FACILITIES AT THE DISCRETION OF THE CITY. THE OWNER AGREES TO INDEMNIFY AND TO HOLD HARMLESS FROM AL DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE CITY'S REASONABLE EXERCISE TO THEIR ACCESS AND INSPECTION RIGHT.

SHEETS

DP00	DEVELOPMENT PLAN COVER
DP000	DEVELOPMENT EXISTING CONDITIONS
DP01	DEVELOPMENT PLAN
V001	LOT LINE ADJUSTMENT PLAT
V002	LOT LINE ADJUSTMENT PLAT
V003	SITE SURVEY
DP02	SITE OPEN SPACE AND CONSTRUCTION PHASING PLAN
DP03	PEDESTRIAN, BICYCLE AND VEHICULAR PLAN
DP04	SITE SECTIONS
DP05	SITE DETAILS
DP06	SITE DETAILS
DP07	SITE DETAILS
TYPE 1	PAE LONG PLAN
AA_201	EXTERIOR ELEVATIONS - BLDG TYPE A
AB_201	EXTERIOR ELEVATIONS - BLDG TYPE B
AC_201	EXTERIOR ELEVATIONS - BLDG TYPE C
AD_201	EXTERIOR ELEVATIONS - BLDG TYPE D
AE_201	EXTERIOR ELEVATIONS - BLDG TYPE E
AF_201	EXTERIOR ELEVATIONS - BLDG TYPE F
AG_201	EXTERIOR ELEVATIONS - BLDG TYPE G
AH_201	EXTERIOR ELEVATIONS - BLDG TYPE H
AI_201	EXTERIOR ELEVATIONS - BLDG TYPE I
AJ_201	EXTERIOR ELEVATIONS - BLDG TYPE J
AK_201	EXTERIOR ELEVATIONS - BLDG TYPE K
AL_201	EXTERIOR ELEVATIONS - BLDG TYPE L
C-100	CIVIL PLAN
C-101A	SITE GRADING & DRAINAGE PLAN
C-101B	SITE GRADING & DRAINAGE PLAN
C-102	SITE WET UTILITY PLAN
C-103	SITE POWER AND LIGHTING PLAN
C-104	SITE PHOTOMETRICS
C-105	TEMPORARY EROSION CONTOL PLAN
C-501	SITE CIVIL DETAILS
C-502	SITE CIVIL DETAILS
C-503	DETAILS
C-504	DETAILS
C-505	DETAILS
C-506	DETAILS
18	WATER PLAN
LD101	SIGNIFICANT TREE SURVEY
LP100	PLANTING PLAN
LP101	PLANTING PLAN
LP102	PLANTING PLAN
LP103	PLANTING PLAN
LP104	PLANTING PLAN
LP501	LANDSCAPE DETAILS
L100	IRRIGATION PLAN
L101	IRRIGATION PLAN
L102	IRRIGATION PLAN
L103	IRRIGATION PLAN
L104	IRRIGATION PLAN
L501	IRRIGATION DETAILS
L502	IRRIGATION DETAILS

JURISDICTION:	CITY OF SANTA FE
PROJECT NAME:	ZORRO BLANCO
DRAWING TYPE:	COVER
DRAWING DATE:	1 MAY 2025
SHEET NUMBER:	DP_00

STATE OF NEW MEXICO — THOMAS GIFFORD NO. 004057 — PROFESSIONAL ENGINEER — 10.10.24

DATE:	REVISION:
10 OCTOBER 2024	
13 FEBRUARY 2025	
7 MARCH 2025	
1 MAY 2025	
1 JUL 2025	

SHEET TITLE: DEVELOPMENT PLAN COVER

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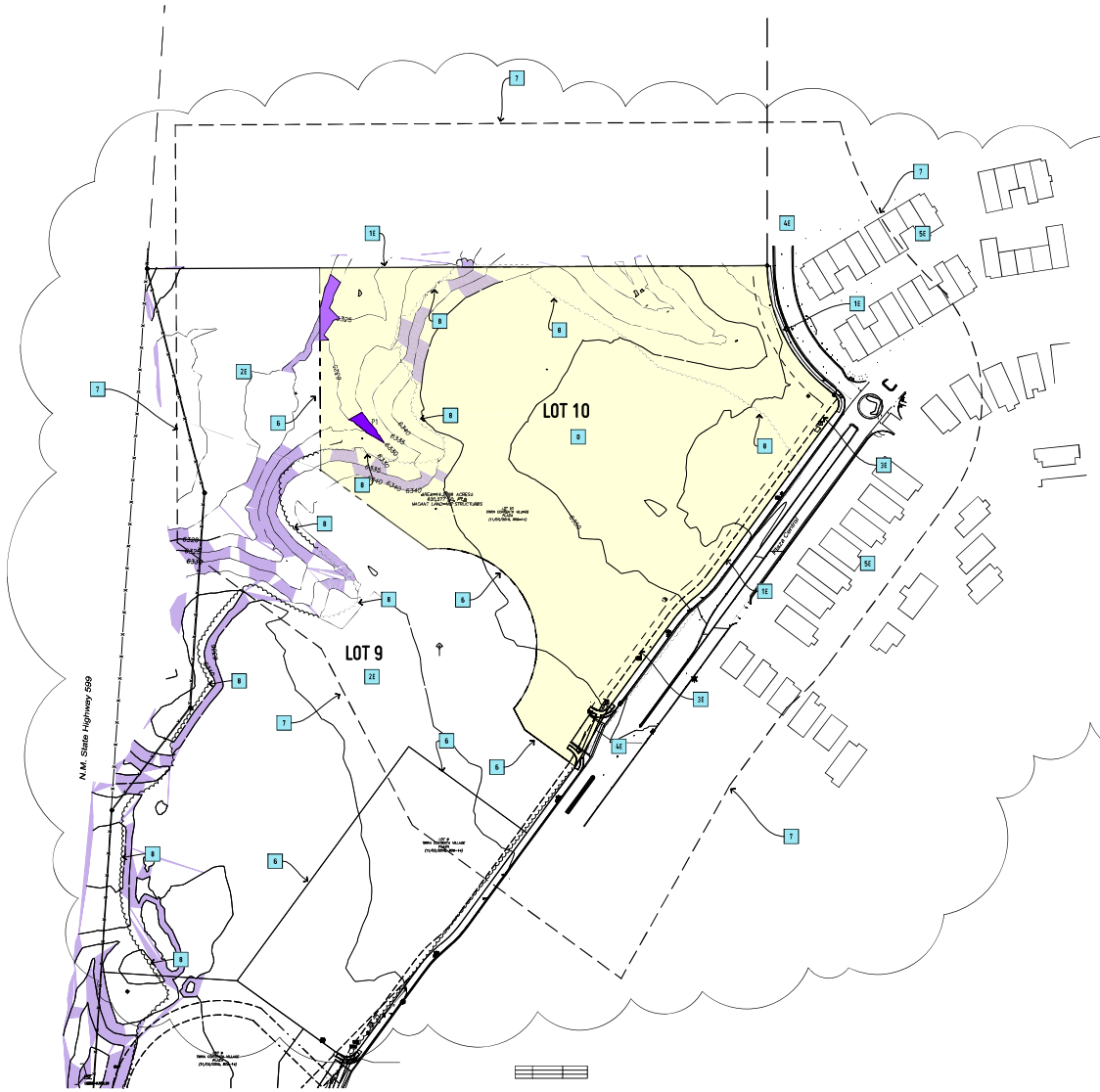
ARCHITECT

DP_00

FILENAME D:\0projects\2404-PLAZA CENTRAL\3 CAD\04 ARCHITECTURE\001 SHEETS\2404 DP00.dwg

EXISTING CONDITIONS
ZORRO BLANCO DEVELOPMENT PLAN, LUD CASE NUMBER
City of Santa Fe – Section 14, Township T16N , Range R8E



1 | EXISTING CONDITIONS

DP_000 ---- SCALE: 1" = 80'0

SCALE: 1" = 80'0

FILENAME: D:\0projects\2404-PLAZA CENTRAL\3 CAD\04 ARCHITECTURE\001 SHEETS\2404 DP000.dwg

PROPERTY INFORMATION

ZONING:	C-1
OVERLAYS:	NONE
HISTORIC STATUS:	NONE
NATIONAL REGISTRY:	NONE
LOT(S) SIZE:	LOT LINE ADJUSTMENT, PROPOSED LOT 10 (6.91 ACRES) AND PROPOSED LOT 9 (9.17 AC)
EXISTING STRUCTURE:	NONE
EXISTING UTILITIES:	ADJACENT TO SITE, PNM ELECTRICAL, CITY OF SANTA FE WASTE WATER AND WATER AND NEW MEXICO GAS COMPANY NATURAL GAS
FLOOD ZONE:	X

LEGAL LOT INFORMATION

1. LOTS 9 AND 10 AS SHOWN AND DELINATED ON THE PLAT OF SURVEY ENTITLED "SUBDIVISION PLAT FOR TIERRA CONTENTA VILLAGE PLAZA OF TRACT A AND REPLAT OF TIERRA CONTENTA SUBDIVISION 2C, TRACTS 51A1, 51B1, 54A1, 54B1, 54C1 & 8A-3-7A1...LYING WITHIN SECTION 14, TOWNSHIP 16 NORTH, RANGE 8 EAST, NMPM, SANTA FE COUNTY, NEW MEXICO" RECORDED NOVEMBER 3, 2016 AS INSTRUMENT NO. 1808878 IN PLAT BOOK 809 AT PAGES 14-20, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

SITE KEY:

- SITE
- EXISTING BUILDINGS

KEY NOTES:

- 0 EXISTING VACANT LAND, PREVIOUSLY GRADED
- 1E PROPERTY LINE
- 2E ADJOINING PROPERTY
- 3E EXISTING UTILITY EASEMENT
- 4E EXISTING ASPHALT ROAD
- 5E EXISTING ADJOINING RESIDENCES
- 6 REVISED PROPERTY LINE
- 7 200'0 OFFSET
- 8 PREVIOUSLY DISTURBED GRADES WITH IN SITE

SLOPE KEY

- PREVIOUSLY DISTURBED GRADES, SEE SITE SURVEY
- 5'0 ELEVATION CONTOUR
- >30% SLOPE IN PREVIOUSLY DISTRUBED GRADING AREAS AREA = 7,140 SF
- ON SITE- >30% SLOPE. AREA =1381 SF. (NOT DISTURBED)
- ON SITE- >30% SLOPE. AREA= 567 SF (AREA DISTURBED BY CONSTRUCTION FOR UTILITIES)
- P1 THERE IS ONE LOCATION OF 30% OR GREATER SLOPE DISTURBANCE BY DEVELOPMENT AREA= 567 SF

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED LANDSCAPE ARCHITECT
10.10.24

DATE:	REVISION:
10 OCTOBER 2024	1
13 FEBRUARY 2025	2
7 MARCH 2025	3
1 MAY 2025	4
1 JUL 2025	5

SHEET TITLE: EXISTING CONDITIONS

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JURISDICTION:	CITY OF SANTA FE
PROJECT NAME:	ZORRO BLANCO
DRAWING TYPE:	EXISTING CONDITIONS
DRAWING DATE:	1 JUL 2025
SHEET NUMBER:	DP_000

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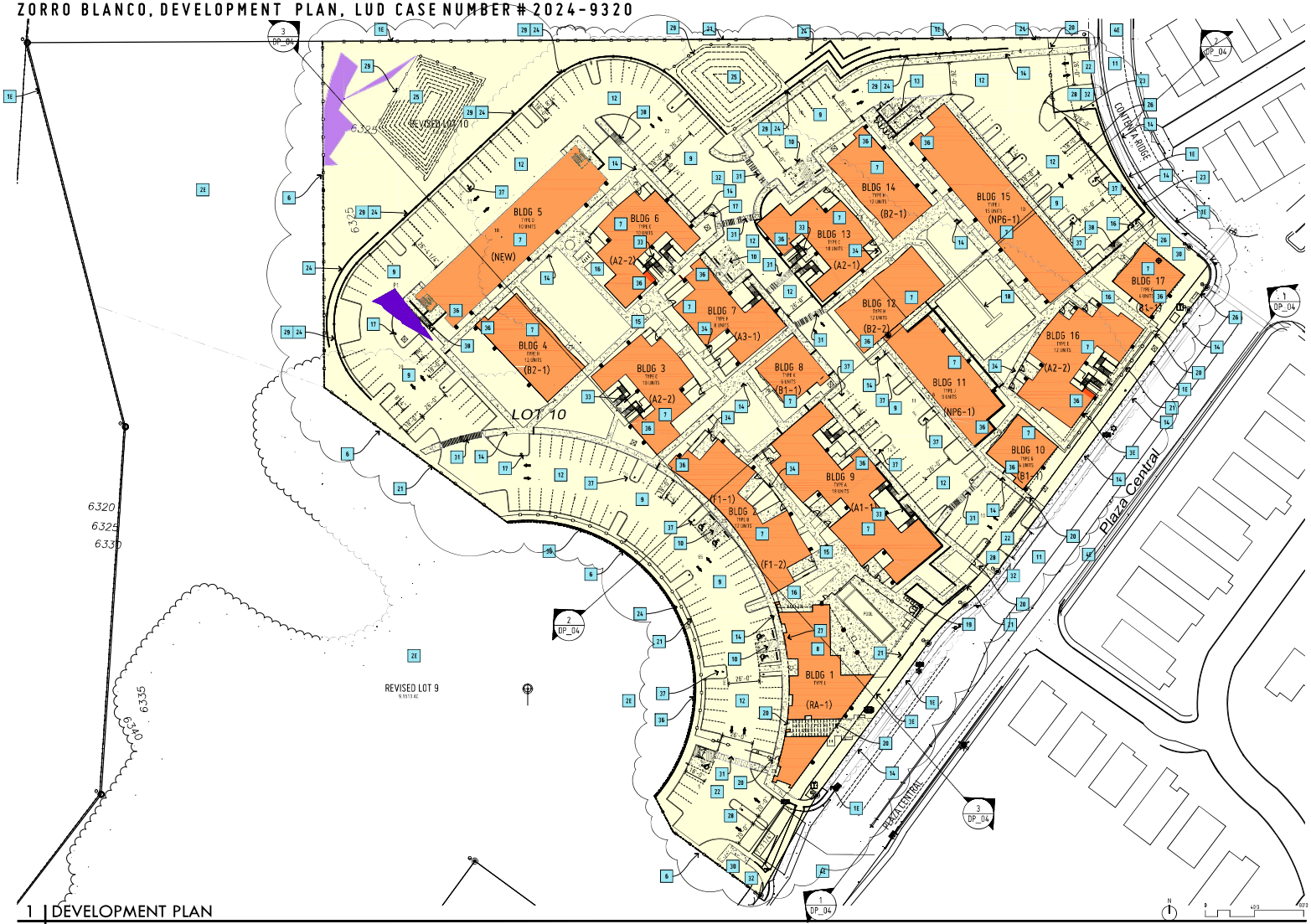
DP_000

ZORRO BLANCO, DEVELOPMENT PLAN, LUD CASE NUMBER #2024-9320



1 DEVELOPMENT PLAN

SCALE: 1" = 400'

SITE KEY

- BUILDINGS
- SITE
- COURTYARDS
- EXISTING BUILDINGS, ADJOINING PROPERTIES
- CONCRETE SIDEWALKS ADA PARKING AND/OR PATIOS, 2% MAX. CROSS SLOPE ASPHALT , SEE CIVIL
- COMMON RESIDENTIAL OPEN SPACE, SEE SHEET DP02
- COMMON NON- RESIDENTIAL OPEN SPACE, SEE SHEET DP02
- CMU YARDWALL, SEE DETAILS 2 OR 3/DP_06
- BUILDING RETAINING WALL, SEE DETAILS 2 OR 3/DP_06
- 6.0 H. METAL FENCE, SEE 7/DP_05
- 7' H. METAL FENCE OR GUARDRAIL, SEE 7/DP_05
- PHYSICALLY ACCESSIBLE DWELLING UNIT
- HEARING/VISION ACCESSIBLE DWELLING UNIT
- ADA ACCESSIBLE PARKING SPACE
- NEW FIRE HYDRANT
- EV ELECTRICAL VEHICLE SUPPLY EQUIPMENT, 1
- R ELECTRICAL VEHICLE CAPABLE
- NEW SITE LIGHT, POLE
- NEW PAD MOUND ELEC. TRANSFORMER

SLOPE KEY

- PREVIOUSLY DISTURBED GRADES, SEE SITE SURVEY
- ON SITE >30% SLOPE AREA 1381 SF
- ON SITE >30% SLOPE DISTURBANCE P1- AREA= 387 SF

KEY NOTES

1E PROPERTY LINE
2E ADJOINING PROPERTY (LOT LINE ADJUSTMENT)
3E EXISTING UTILITY EASEMENT
4E EXISTING STREET
5E EXISTING BUILDING
6 REVISED PROPERTY LINE
7 APARTMENT BUILDING, 2 AND 3 STORY
8 COMMUNITY BUILDINGS AND POOL, 1 STORY
9 DRIVE AND PARKING AREA, ASPHALT. SITE PARKING SPACES "STANDARD" 8'X 18'D .
10 ACCESSIBLE PARKING AREA, CONCRETE. SITE PARKING SPACES "STANDARD" 8'X 18'D, STRIPE, SYMBOL AND SIGN
11 NEW STREET CURB CUT
12 NEW ROAD, ASPHALT. W/ CONCRETE STANDING OR CURB AND GUTTER. SEE CIVIL
13 TRASH DUMPSTER, COMPACTOR, AND RECYCLING W/ 6.0 H. CMU, STUCCO, ENCLOSURE AND METAL GATES, SEE 1/DP_05
14 5'0 W. SIDEWALK, CONCRETE, C.J.
15 CONCRETE , SLOPE W/ LANDSCAPE OPENINGS
16 BICYCLE PARKING RACK, SEE DETAIL 8/DP_05
17 FIRE HYDRANT, RED FIRE LANE PAINT @ CURB
18 FOUNTAIN BY OWNER
19 COMMON GRILLING AREA
20 6.0 H. METAL PEDESTRIAN GATE, VERT. PICKETS 4"O.C. PAINT, CARE READER, SEE DETAIL 7/DP_05
21 6.0 H. METAL FENCE, VERT. PICKETS 4 "O.C. PAINT., SEE DETAIL 7/DP_05
22 6.0 H. ROLLING VEHICLE GATE W/ ELECTRICAL OPERATOR AND OPTICON, 7/DP_06
23 6.0 H. CMU YARD WALL W/ CAP BLOCK OR STUCCO, SEE DETAIL 1/DP_06
24 6.0 H. MAX CMU RETAINING WALL (SEE CIVIL FOR HEIGHTS), STUCCO OR KEYSTONE RETAINING WALL W/ CAP BLOCK, COLOR BROWN, SEE DETAILS 2 AND 3/DP_06
25 STORMWATER PONDING, SEE CIVIL
26 BENCH, SEE DETAIL 6/DP_06
27 SITE SIGNAGE "ZORRO BLANCO" 18" TALL, LED BACK LIT @ EXT. WALL
28 FIRE DEPARTMENT, BUILDING AND UNIT IDENTIFICATION SIGNAGE
29 7' H. METAL FENCE, VERT. PICKETS 4"O.C. PAINT., SEE DETAIL 8/DP_05
30 PROPOSED EASEMENT
31 CONC. PEDESTRIAN ROAD CROSSING, STRIPING, THERMO PLASTIC
32 STOP SIGN
33 WOOD FENCE, CEDAR SEE DETAIL 1/DP_07
34 WOOD FRAME , STUCCO YARDWALL, SEE DETAIL 2/DP_07
35 RETAINING WALL, SEE STRUCT. SEE DETAILS 2 AND 3 /DP_06
36 FIRE RISER ROOM AND FDC WITH SIGNAGE
37 EV PARKING SPACE, SIGN AND LETTERING. EV CHARGER (1 CHARGING POINT)
38 SITE EXTERIOR STAIR, CONCRETE WITH 36" H. HANDRAILS, STEEL, PRIME AND PAINT

PROJECT SITE DATA

LOCATION:	7205 PLAZA CENTRAL, SANTA FE, NEW MEXICO 87508	
ZONING:	C-1	
HEIGHT:	35'0 MAXIMUM HEIGHT (Tierra Contenta CCRs)	
TOTAL SITE AREA	REVISED LOT 10= 6.9 AC	REVISED LOT 9 = 9.15 AC
LOT COVERAGE	300,564 SF/ 74.82%- 24.81% OF	25%
ALLOWABLE HEIGHT		35'0
ACTUAL		34'10
PARKING CALCULATION		
DWELLING UNITS		164 DU
104- DU (<800 SF) X 1.25 SPACES / UNIT =		130 SPACES
34- DU (800-1200 SF) X 1.5 SPACES / UNIT =		51 SPACES
26- DU (>1200 SF) X 2.0 SPACES / UNIT =		52 SPACES
COMMERCIAL (1/ 200)		5 SPACES
TOTAL REQUIRED		238
ADA PARKING REQ'D, NM STATUTE		8 W/ 2 VAN ACCESSIBLE
PARKING PROVIDED		245
APARTMENTS, MULT-FAMILY REQ'D 233	PROV	245 W/5 VAN ACCESSIBLE
PROVIDED PARKING- 219 SURFACE AND 26 GARAGE		
OFF-STREET BICYCLE PARKING		
100 OR MORE PARKING SPACES REQUIRED		12
BICYCLE PARKING PROVIDED		12
EVSE – 5% REQUIRED = 12.3 PROVIDED		12
EV CAPABLE (5% REQUIRED = 37 PROVIDED		37

PROJECT BLDG DATA

UNITS	NUMBER	SF
STUDIO	11	6,557 sf
ONE BEDROOM	93	67,157 sf
TWO BEDROOM	58	65,339 sf
THREE BEDROOM	2	2,958 sf
TOTAL	164 UNITS	142,013 sf
SUBTOTAL units only		142,013 sf (market gross)
BLDG 1 community building		4,319 sf
PROJECT TOTAL		146,332 sf

LUD CASE NUMBER #2024-9320

PURPOSE OF THE DEVELOPMENT PLAN:

THE PURPOSE OF THE DEVELOPMENT PLAN IS FOR THE APPROVAL OF 195 RESIDENTIAL UNITS , ALL ASSOCIATED SITE WORK, ALSO A COMMUNITY BUILDING AND A LOT LINE ADJUSTMENT.

GENERAL NOTES

A. THIS PROJECT WILL BE ONE PHASE PROJECT.
B. SEE PROPOSED PLAT, SHEETS V001 AND V002 FOR TRACT SUBDIVISION.
C. THIS PROJECT WILL COMPLY WITH 2010 AMERICAN DISABILITIES ACT (ADA) AND ANSI A117.1.
D. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY, AND ACCESS RIGHT OF WAY AND / OR EASEMENTS WILL BE DESCRIBED ON THE SUBDIVISION PLAT AS ARE NOT AREAS, ALL AS INCLUDED HEREIN.
E. ALL BUILDINGS SHALL CONFORM TO THE INTENT OF THE DEVELOPMENT PLAN WITH ACTUAL SIZE AND SHAPE OF EACH STRUCTURE CONTAINED WITHIN THE HEREIN DEFINED BUILDING ENVELOPES, INCLUDING WALLS AND FENCES, SUBJECT TO APPLICABLE BUILDING PERMIT REQUIREMENTS.
F. BUILDING SETBACK SHALL APPLY TO ALL PERMANENT STRUCTURES, INCLUDING ACCESSORY STRUCTURES.
G. ALL PROPOSED CHANGES TO THE APPROVED IMPROVEMENT PLANS SHALL RECEIVE PRIOR APPROVAL BY THE CITY OF SANTA FE'S PLANNING AND LAND USE DEPARTMENT BEFORE CONSTRUCTION.
H. THIS DEVELOPMENT LIES OUTSIDE OF THE HISTORIC DISTRICT.
I. THIS DEVELOPMENT LIES OUTSIDE OF THE ARCHAEOLOGICAL REVIEW DISTRICT.
J. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH APPLICABLE PROVISIONS OF CHAPTER 14, LAND DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS.
K. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH PROVISIONS OF EACH APPLICABLE CITY OF SANTA FE ORDINANCE ADOPTED PRIOR TO FINAL PLAT AND/OR DEVELOPMENT PLAN RECORDING WITH THE COUNTY CLERK OR SUBMITTAL WITH A BUILDING PERMIT APPLICATION THAT MODIFIES ANY PROVISION OF REQUIREMENTS CALLED FOR IN CHAPTER 14, LAND USE DEVELOPMENT CODE, SFCC 1987 AND SUBSEQUENT AMENDMENTS.
L. UTILITY EXPANSION CHARGES SHALL BE PAID AT THE TIME OF BUILDING PERMIT APPLICATION.
M. FIRE DEPARTMENT ACCESS SHALL BE MAINTAINED THROUGHOUT ALL DEVELOPMENT CONSTRUCTION PHASES AS PER IFC 1411.1
N. AN APPROVED WATER SUPPLY FOR THE FIRE PROTECTION , EITHER TEMPORARY OR PERMANENT, SHALL BE MADE AVAILABLE AS SOON AS COMBUSTIBLE MATERIAL ARRIVES ON THE SITE AS PER 1412.1
O. AN ADA INSPECTION SHALL BE CONDUCTED PRIOR TO ISSUANCE OF A CERTIFICATE OF OCCUPANCY. THE CONTRACTOR SHALL CONTACT CITY STAFF TO SCHEDULE SUCH INSPECTION.
P. THERE IS ONE LOCATION OF 30% OR GREATER SLOPE DISTURBANCE
P1- AREA= 387 SF

ADA NOTES:

ACCESSIBLE ROUTES SHALL BE CONSTRUCTED IN ACCORDANCE WITH ANSI A117.1-2009 AND OR 2010 ADA REQUIREMENTS. SLOPES ALONG PATH OF TRAVEL SHALL NOT EXCEED 1:20 OR 5% SLOPE FOR SIDEWALKS AND ACCESS AISLES. CROSS SLOPES SHALL NOT EXCEED 1:48 OR 2% SLOPE FOR ANY ELEMENT INCLUDING SIDEWALKS, PATHS, RAMPS, AISLES, OR LANDINGS.

RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH WITH ANSI A117.1-2009 REQUIREMENTS AND SHALL INCLUDE HANDRAILS, EDGE PROTECTION, AND LANDINGS AS REQUIRED BY THAT STANDARD.

ACCESSIBLE PATHS IN EXCESS OF 5% ARE CONSIDERED RAMPS AND SHALL MEET ALL REQUIREMENTS FOR RAMPS. IN NO CASE SHALL THE SLOPE OF A RAMP EXCEED 1:12 OR 8% SLOPE (BEST PRACTICE, NOT CODE, WOULD BE TO USE 1.5% FOR CROSS SLOPES AND 6.67% FRO RAMPS.

PARKING SPACES AND ACCESS AISLES ADJACENT TO PARKING SPACES SHALL BE LEVEL WITH A CROSS SLOPE NOT IN EXCESS OF 1:48 OR 2% SLOPE.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ESTABLISHED GRADE POINTS AND FOR DESIGNING AND CONSTRUCTING PAVEMENT SECTIONS TO MEET SLOPE REQUIREMENTS AS ESTABLISHED ABOVE.

DETAILS OF RAMPS AND RUNS ARE APPROXIMATE AND ARE BASED ON OBSERVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COMPARING ACTUAL GRADES TO THE PROPOSED SCHEMATIC DESIGN. CONTRACTOR'S TEAM SHALL INFORM THE ARCHITECT OF DEVIATIONS AND SHALL COORDINATE REVISED RAMP AND ACCESS LAYOUTS AND ELEVATIONS WITH THE ARCHITECT.

SHEETS

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DP000	DEVELOPMENT EXISTING CONDITIONS
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LP104	PLANTING PLAN
LP501	LANDSCAPE DETAILS
L1100	IRRIGATION PLAN
L1101	IRRIGATION PLAN
L1102	IRRIGATION PLAN
L1103	IRRIGATION PLAN
L1104	IRRIGATION PLAN
L1501	IRRIGATION DETAILS
L1502	IRRIGATION DETAILS

JURISDICTION:	CITY OF SANTA FE
PROJECT NAME:	ZORRO BLANCO
DRAWING TYPE:	DEVELOPMENT PLAN
DRAWING DATE:	1 JUL 2025
SHEET NUMBER:	DP_01

STATE OF NEW MEXICO — THOMAS GIFFORD NO. 004057 — REGISTERED LANDSCAPE ARCHITECT — 10.10.24

DATE:	10 OCTOBER 2024	13 FEBRUARY 2025	1 MARCH 2025	1 MAY 2025	1 JUL 2025
REVISION:	1	2	3	4	5

SHEET TITLE: DEVELOPMENT PLAN

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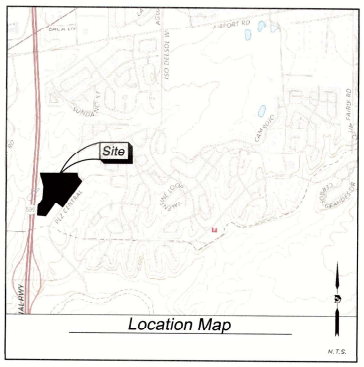
ARCHITECT

DP_01

FILENAME: D:\0projects\2404-PLAZA CENTRAL\3 CAD\04 ARCHITECTURE\001 SHEETS\2404 DP01.dwg



COUNTY OF SANTA FE) SS
STATE OF NEW MEXICO)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS_____DAY OF _____A.D. 202_, AT_____ O'CLOCK___M., AND WAS DULY RECORDED IN BOOK PAGE OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
KATHARINE E. CLARK
COUNTY CLERK, SANTA FE COUNTY, NM

_____
DEPUTY

Lot Line Adjustment Plat of

Lots 9 and 10
Tierra Contenta Village Plaza

Lying in Section 14, T. 16 N., R. 8 E., N.M.P.M.
City of Santa Fe, Santa Fe County, New Mexico
October 2024

Legal Description

LOTS 9 AND 10 AS SHOWN AND DELINEATED ON PLAT OF SURVEY ENTITLED "SUBDIVISION PLAT FOR TIERRA CONTENTA VILLAGE PLAZA OF TRACT A, AND REPLAT OF TIERRA CONTENTA SUBDIVISION PHASE 2C, TRACTS 51A1, 51B1, 54A1, 54B1, 54C1, & 8A3-7A1...LYING WITHIN SECTION 14, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO" RECORDED NOVEMBER 3, 2016 AS INSTRUMENT NO. 1808878 IN PLAT BOOK 809 AT PAGES 14–20, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

Intent of Plat

TO ADJUST THE LOT LINE BETWEEN LOTS 9 AND 10.

Reviewed By

_____
CITY ENGINEER FOR LAND USE DATE

_____
CITY PLANNER DATE

_____
SANTA FE COUNTY TREASURER DATE

_____
QWEST CORP D/B/A/ CENTURYLINK DATE

_____
COMCAST DATE

_____
PNM DATE

_____
NMGCO DATE

Reference Documents

1. SUBDIVISION PLAT FOR TIERRA CONTENTA VILLAGE PLAZA OF TRACT A (11/03/2016, 809, 14–20)
2. ZONING MAP OF OPEN SPACE TRACTS 1 AND LOTS 1 THRU 11 OF TIERRA CONTENTA VILLAGE PLAZA (03/19/2013, 756–4)
3. FINAL PLAT OF THE TIERRA CONTENTA SUBDIVISION PHASE 2C (11/03/2016, 809, 8–13)
4. GRANT OF EASEMENT PLAT FOR WEST EXTENSION OF JAGUAR DR. AND PLAZA CENTRAL IN TIERRA CONTENTA SUBDIVISION AND TRACT A TIERRA CONTENTA VILLAGE PLAZA (06/05/2013, 758–32)
5. PLAT SHOWING CENTERLINE OF 20' SANITARY SEWER EASEMENT WITHIN SECTIONS 11, 12, 13 AND 14 T. 16N., R. 8E., SANTA FE, NEW MEXICO (06/15/1989, 199–31)

Public Utility Easements:

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:

A. PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.
B. NEW MEXICO GAS COMPANY (NMGCO) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.
C. LUMEN TECHNOLOGIES FOR THE INSTALLATION, MAINTENANCE AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.
D. XFINITY &/OR LUMEN TECHNOLOGIES FOR THE INSTALLATION, MAINTENANCE AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.
E. CITY OF SANTA FE (PUBLIC WATER AND PRIVATE SEWER) FOR THE INSTALLATION, MAINTENANCE AND SERVICE OF LINES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE SERVICES TO PUBLIC UTILITY EASEMENTS. INCLUDED IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT, CHANGE, REMOVE REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTER FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR PAD MOUNT TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON.

EASEMENTS FOR ELECTRIC, TRANSFORMERS/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

UTILITY DISCLAIMER

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM) AND NEW MEXICO GAS COMPANY (NMGC) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM AND NMGC DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SHOWN ON THIS PLAT.

Notes

1. PLAT SHOWS ALL EASEMENTS OF RECORD
2. EASEMENT BEARINGS AND DISTANCES SHOWN HEREON ARE RECORD AND EASEMENTS HAVE BEEN ROTATED TO MATCH BASIS OF BEARINGS AND BOUNDARY UNLESS OTHERWISE INDICATED.

Dedication and Affidavit

THE LOT LINE ADJUSTMENT PLAT SHOWN HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER. EXISTING PUBLIC UTILITY EASEMENTS SHOWN HEREON FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUITS, AND PIPES FOR UNDERGROUND UTILITIES WHERE SHOWN OR INDICATED, AND INCLUDING THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE, AND THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS. SAID OWNER DOES HEREBY CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED. SAID OWNERS WARRANT THAT THEY HOLD AMONG THEM COMPLETE AND INDEFEASIBLE TITLE IN FEE SIMPLE TO THE LAND REPLATTED.

_____
ZYDECO TCVP LAND LLC DATE

Acknowledgment

STATE OF NEW MEXICO) SS
COUNTY OF SANTA FE)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 202_ BY ZYDECO TCVP LAND LLC

BY _____ MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

Flood Note

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 35049C0520E, WHICH BEARS AN EFFECTIVE DATE OF DECEMBER 04, 2012 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

Surveyor's Certificate

I, LARRY W. MEDRANO, A LICENSED NEW MEXICO PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, HEREBY CERTIFY THAT THIS LOT LINE ADJUSTMENT PLAT WAS PREPARED FROM FIELD NOTES OF AN ACTUAL ON THE GROUND SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM RESPONSIBLE FOR THIS SURVEY. THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR MONUMENTATION AND LAND SURVEYING OF THE CITY OF SANTA FE SUBDIVISION ORDINANCE AND THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL SURVEYORS AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LARRY W. MEDRANO
N.M.P.S. No. 11993

10/09/2024
DATE

LARRY W. MEDRANO NEW MEXICO 11993 REGISTERED PROFESSIONAL SURVEYOR

COORDINATE AND DIMENSION INFORMATION				PLSS INFORMATION				PROPERTY INFORMATION			
STATE PLANE ZONE: NM-C	ORIG. GROUND COORDINATES: GRID	GEOID: GEOID 18		LAND GRANT: N/A				PROPERTY OWNER: ZYDECO TCVP LAND LLC			
HORIZONTAL DATUM: NAD83	VERTICAL DATUM: NAVD88	ROTATION ANGLE: 0° 00' 00.00"	MATCHES DRAWING UNITS: YES	SECTION: 14	TOWNSHIP: 16 NORTH	RANGE: 8 EAST	MERIDIAN: NMPM	SUBDIVISION NAME: TIERRA CONTENTA VILLAGE PLAZA	ADDRESS: 7210 & 7208 PLAZA CENTRAL		
CONTROL USED: NATIONAL GEODETIC SURVEY		BASE POINT FOR SCALING AND/OR ROTATION: N = 0 E = 0		CITY: SANTA FE	COUNTY: SANTA FE	STATE: NM		UPC: LOT 9: 1047090476435000000 LOT 10: 1047090483485000000			
COMBINED SCALE FACTOR: GRID TO GROUND: 1.00043521 GROUND TO GRID: 0.99956498	DISTANCE ANNOTATION: GROUND	ROUNDING ANNOTATION: GRID	ELEVATION ANNOTATION: ±0.00'	ADJUSTMENTS VALID: NO							

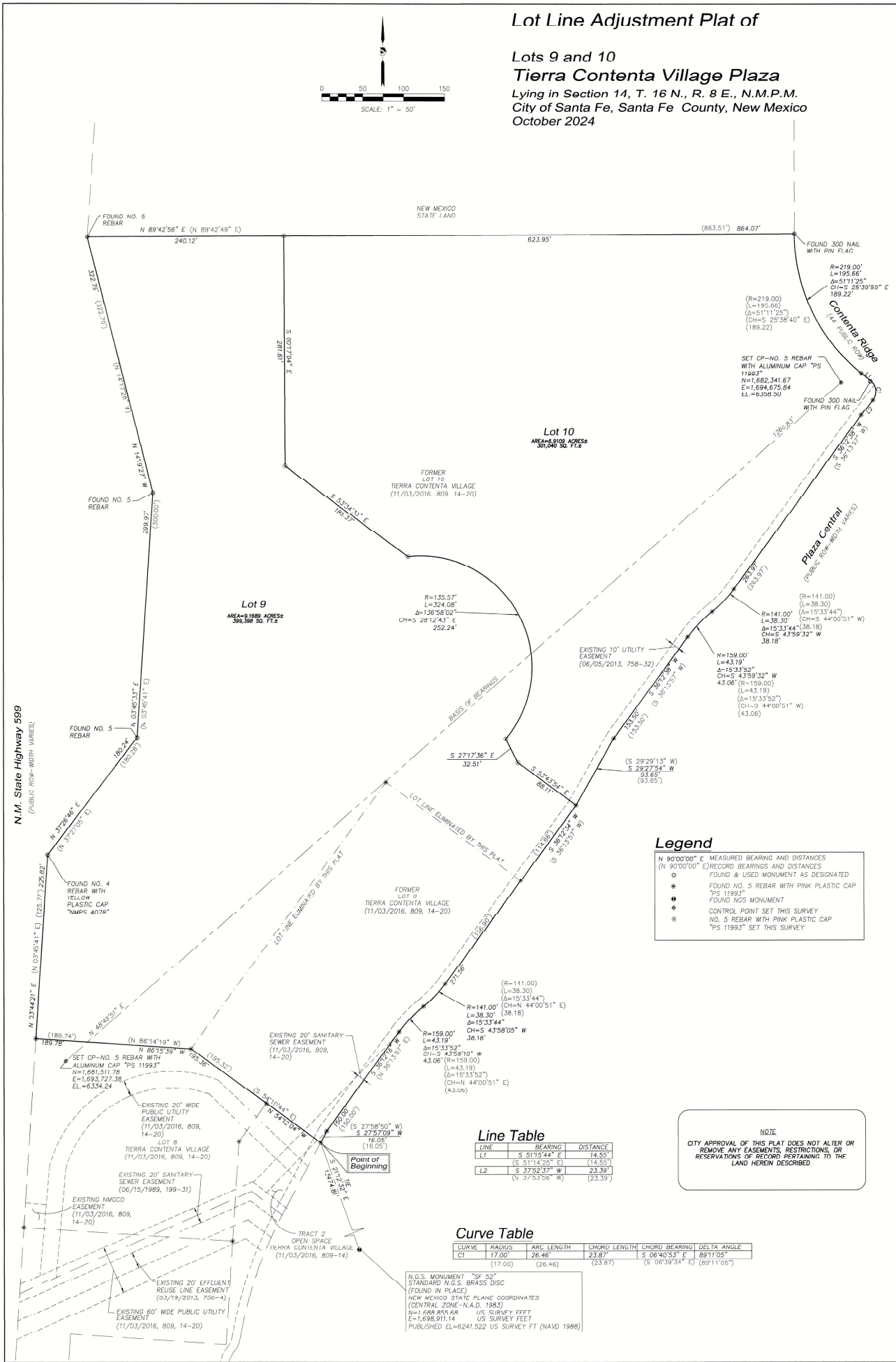
PRECISION SURVEYS, INC.
ADDRESS LOCATION: 9200 San Mateo Boulevard, NE Albuquerque, NM 87113
505.856.5700 PHONE
505.856.7900 FAX

PROJECT INFORMATION	
CREW/TECH: MO/WO/OP	DATE OF SURVEY: 03/20/2024
DRAWN BY: JK	CHECKED BY: LM
PSK JOB NO.: 228269P	DRAWING NO.: 1 OF 1

Lot Line Adjustment Plat of

Lots 9 and 10
Tierra Contenta Village Plaza

Lying in Section 14, T. 16 N., R. 8 E., N.M.P.M.
City of Santa Fe, Santa Fe County, New Mexico
October 2024



Legend

N 90°00'00" E (N 90°00'00" E)	MEASURED BEARING AND DISTANCES (RECORD BEARINGS AND DISTANCES)
○	FOUND & USED MONUMENT AS DESIGNATED
◉	FOUND NO. 5 REBAR WITH PINK PLASTIC CAP "PS 11993"
⊖	FOUND NGS MONUMENT
⊕	CONTROL POINT SET THIS SURVEY
⊙	NO. 5 REBAR WITH PINK PLASTIC CAP "PS 11993" SET THIS SURVEY

Line Table

LINE	BEARING	DISTANCE
L1	S 51°15'44" E (S 51°14'25" E)	14.55' (14.55')
L2	S 37°52'37" W (S 37°53'56" W)	23.39' (23.39')

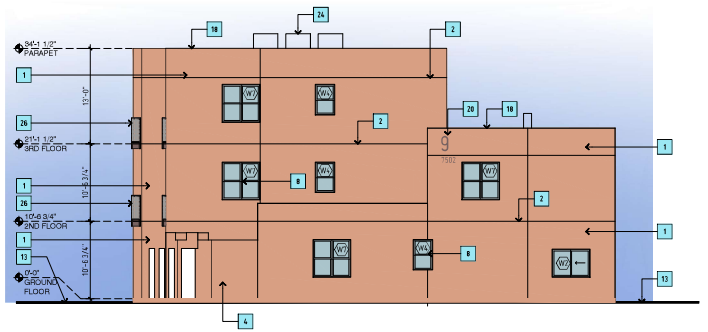
Curve Table

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	17.00' (17.00)	26.46' (26.46)	23.87' (23.87)	S 06°40'53" E (S 06°39'34" E)	89°11'05" (89°11'05")

N.G.S. MONUMENT "SF 52"
STANDARD N.G.S. BRASS DISC
(FOUND IN PLACE)
NEW MEXICO STATE PLANE COORDINATES
(CENTRAL ZONE-N.A.D. 1983)
N=1,688,855.68 U.S. SURVEY FEET
E=1,698,911.14 U.S. SURVEY FEET
PUBLISHED EL=6241.522 US SURVEY FT (NAVD 1988)

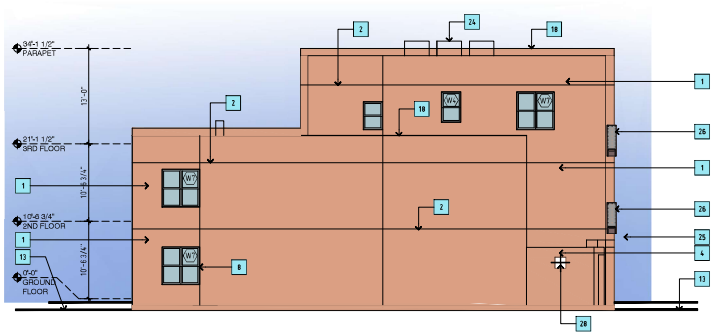
NOTE
CITY APPROVAL OF THIS PLAT DOES NOT ALTER OR REMOVE ANY EASEMENTS, RESTRICTIONS, OR RESERVATIONS OF RECORD PERTAINING TO THE LAND HEREIN DESCRIBED

| COORDINATE AND DIMENSION INFORMATION | | |



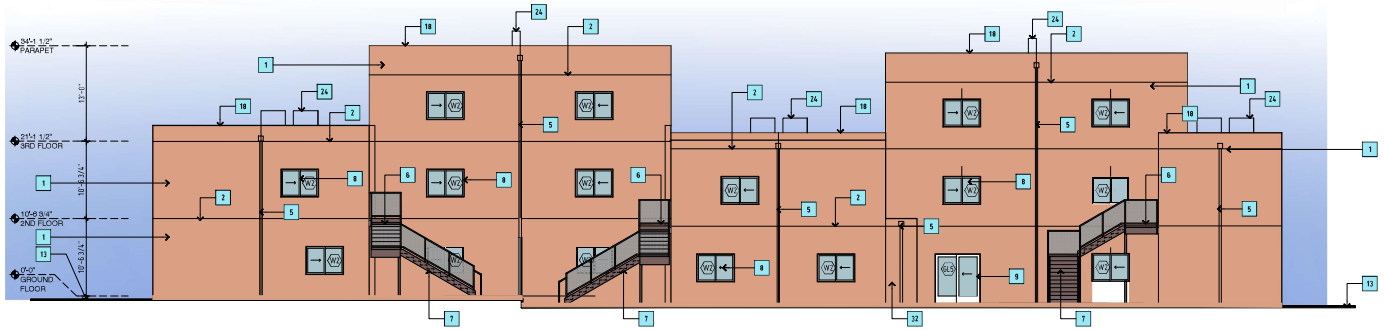
3 | BLDG TYPE A - EAST ELEVATION

AA_201 SCALE : 1/8" = 1'-0"



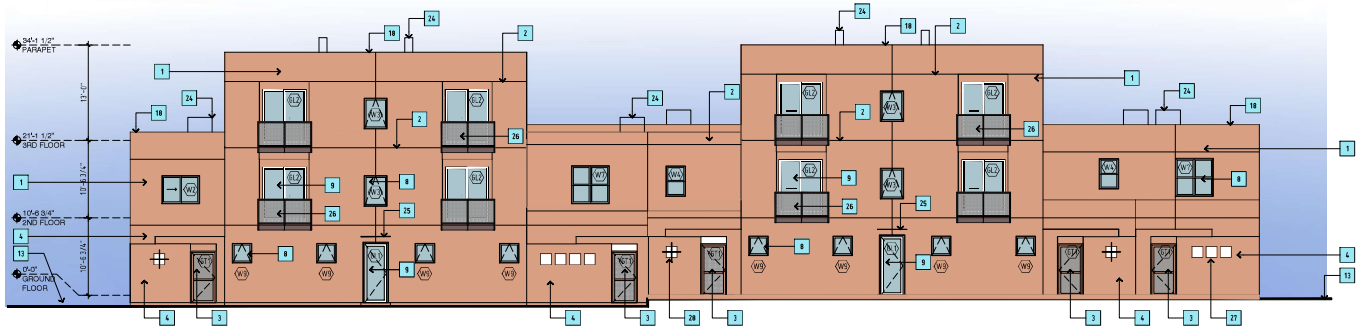
4 | BLDG TYPE A - WEST ELEVATION

AA_201 SCALE : 1/8" = 1'-0"



2 | BLDG TYPE A - NORTH ELEVATION

AA_201 SCALE : 1/8" = 1'-0"



1 | BLDG TYPE A - SOUTH ELEVATION

AA_201 SCALE : 1/8" = 1'-0"

ELEVATION KEY NOTES

1	STUCCO SYSTEM	32	F.D.C. W/ SIGNAGE
2	STUCCO CONTROL JOINT		
3	COURTYARD ENTRY GATE, STEEL, PRIME AND PAINT		
4	STUCCO YARD WALL, WOOD FRAME		
5	CONDUCTOR BOX AND DOWNSPOUT, METAL		
6	BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT, METAL FASCIA AND DRIP		
7	STAIRS, C10 STRINGERS, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT & HANDRAILS BOTH SIDES, METAL FASCIA		
8	WINDOW, COLOR-WHITE		
9	DOOR, FULL LITE GLASS, COLOR-WHITE		
10	DOOR, METAL, PAINT		
11	GARAGE DOOR, PAINT		
12	COURTYARD "OPENING" WITH METAL COVER		
13	FINISH GRADE, SEE CIVIL PLANS FOR ELEVATIONS		
14	ELECTRICAL GEAR		
15	FIRE RISER ROOM		
16	IDF/LOW VOLTAGE ROOM		
17	METAL ROLLING GATE		
18	STUCCO PARAPET, COLOR TO MATCH WALL		
19	ROOF WITH METAL FASCIA AND DRIP EDGE		
20	BUILDING IDENTIFICATION SIGNAGE , 24" ALUM, 1" STANDOFF W. LED BACK LIGHT, BUILDING ADDRESS SIGNAGE, ALUM., 9" TALL		
21	PROJECT IDENTIFICATION SIGNAGE, " ZORRO BLANCO" LED LIGHTING (2) SIDED, 34 SQ. FT TOTAL		
22	PROJECT IDENTIFICATION SIGNAGE, " ZORRO BLANCO" LED LIGHTING (1) SIDED, 71 SQ. FT TOTAL		
23	BUSINESS IDENTIFICATION SIGNAGE, " TO BE DETERMINED" LED LIGHTING (1) SIDED, 46 SQ. FT TOTAL		
24	ROOFTOP MECHANICAL UNIT. PAINT TO MATCH STUCCO		
25	ENTRY COVER, METAL, PRIME AND PAINT, SLOPE TOP 1/4" /FT		
26	JULIET BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT		
27	"PUNCHED" OPENING IN WALL, STUCCO		
28	"PUNCHED" OPENING IN WALL, STUCCO W/ METAL GRATE		
29	42" TALL GUARDRAIL, PRIME AND PAINT		
30	3X3 HHS POST, PRIME AND PAINT		
31	3X6 HHS POST, PRIME AND PAINT		

ELEVATION NOTES

A. REFER TO ALL SHEETS FOR ALL REQUIREMENTS
B. REFER TO CIVIL PLANS FOR TOP OF SLAB ELEVATIONS
C. STUCCO SYSTEM - TWO COAT STUCCO SYSTEM ACRYLIC COLOR COAT, PRIMER, BASE STUCCO COAT WITH FIBERGLASS MESH "CRACK MASTER" CONTINUOUS, SELF-FURRING WIRE LATH, TYVEK- COMMERCIAL D STUCCO WRAP WATER RESISTIVE GYP(B) BARRIER AND INTER. PROVIDE WATERPROOF BASE COAT (STO FLEXAL OR EQUAL) AT ALL HORIZONTAL STUCCO SURFACES- PARAPETS, ELEC. METER COVERS, ETC. USE EXPANDED METAL LATH AT STUCCO SOFFITS
D. ALL DOOR AND WINDOW GLAZING TO BE CLEAR OR TINTED GREY-NEUTRAL
E. STUCCO COLORS - AS NOTED
STUCCO COLOR "SC1" - ZONA ROSA



STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
10.10.24

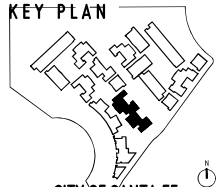
10 OCTOBER 2024
13 FEBRUARY 2025
1 MAY 2025
1 JUL 2025
12 AUG 2025

DATE:
REVISION: 1 2 3

SHEET TITLE:
BLDG TYPE A
EXTERIOR ELEVATION

© thomas gifford architect, llc 2025

KEY PLAN



JURISDICTION:	CITY OF SANTA FE
PROJECT NAME:	ZORRO BLANCO
DRAWING TYPE:	EXTERIOR ELEVATION
DRAWING DATE:	12 AUGUST 2025
SHEET NUMBER:	AA_201

PLAZA CENTRAL
zorro blanco, llc
7295 PLAZA CENTRAL, SANTA FE, NEW MEXICO 87508

THOMAS GIFFORD ARCHITECT
ARCHITECTURE URBAN DESIGN
1789 Paseo de Peralta, Santa Fe, New Mexico 87501
tel 505.690.8888 email TOM@THOMASGIFFORD.COM

AA_201

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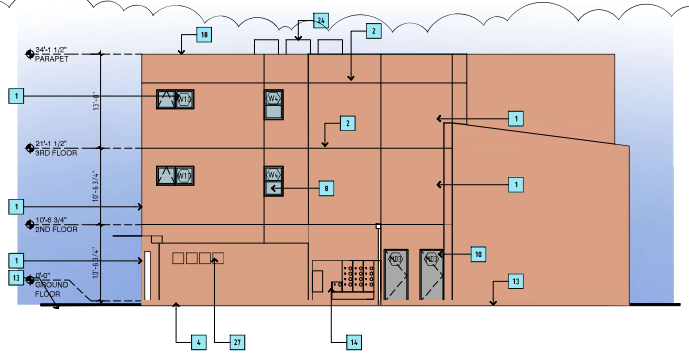
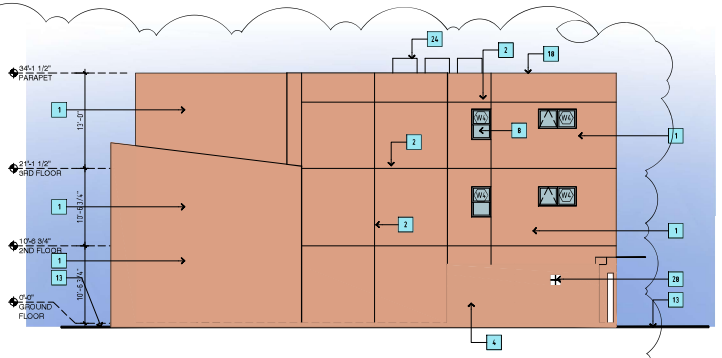


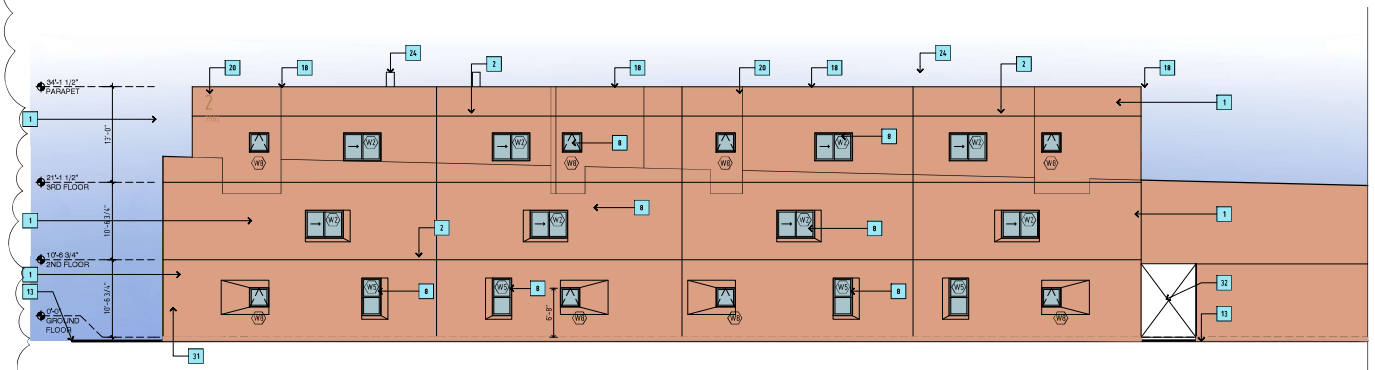
3 | BLDG B - EAST ELEVATION

AB_201 SCALE : 0.010277



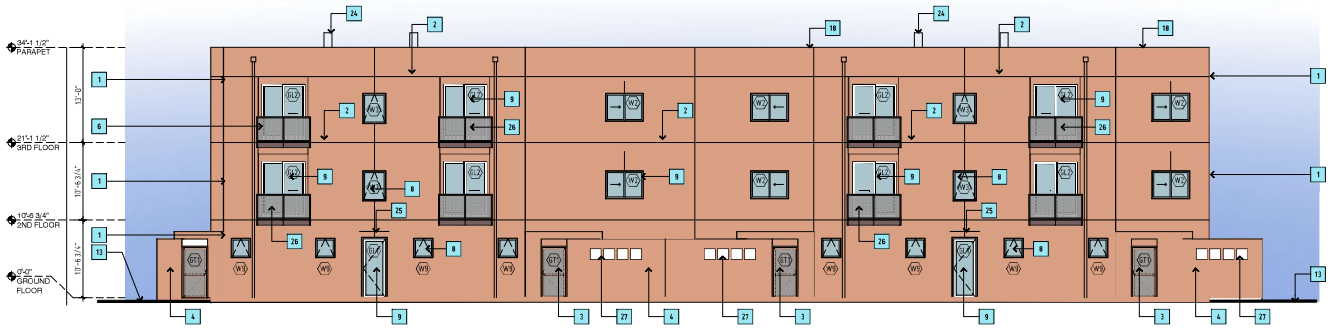
4 | BLDG B - WEST ELEVATION

AB_201 SCALE : 1/8" = 1'-0"



2 | BLDG B - NORTH ELEVATION

AB_201 SCALE : 1/8" = 1'-0"



1 | BLDG B - SOUTH ELEVATION

AB_201 SCALE : 1/8" = 1'-0"

ELEVATION KEY NOTES

1	STUCCO SYSTEM	32	F.D.C. W/ SIGNAGE
2	STUCCO CONTROL JOINT		
3	COURTYARD ENTRY GATE, STEEL, PRIME AND PAINT		
4	STUCCO YARD WALL, WOOD FRAME		
5	CONDUCTOR BOX AND DOWNSPOUT, METAL		
6	BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT, METAL FASCIA AND DRIP		
7	STAIRS, C10 STRINGERS, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT & HANDRAILS BOTH SIDES, METAL FASCIA		
8	WINDOW, COLOR-WHITE		
9	DOOR, FULL LITE GLASS, COLOR-WHITE		
10	DOOR, METAL, PAINT		
11	GARAGE DOOR, PAINT		
12	COURTYARD "OPENING" WITH METAL COVER		
13	FINISH GRADE, SEE CIVIL PLANS FOR ELEVATIONS		
14	ELECTRICAL GEAR		
15	FIRE RISER ROOM		
16	IDF/LOW VOLTAGE ROOM		
17	METAL ROLLING GATE		
18	STUCCO PARAPET, COLOR TO MATCH WALL		
19	ROOF WITH METAL FASCIA AND DRIP EDGE		
20	BUILDING IDENTIFICATION SIGNAGE, 24" ALUM, 1" STANDOFF W. LED BACK LIGHT, BUILDING ADDRESS SIGNAGE, ALUM., 9" TALL		
21	PROJECT IDENTIFICATION SIGNAGE, " ZORRO BLANCO" LED LIGHTING (2) SIDED, 34 SQ. FT TOTAL		
22	PROJECT IDENTIFICATION SIGNAGE, " ZORRO BLANCO" LED LIGHTING (1) SIDED, 70 SQ. FT TOTAL		
23	BUSINESS IDENTIFICATION SIGNAGE, " TO BE DETERMINED" LED LIGHTING (1) SIDED, 48 SQ. FT TOTAL		
24	ROOFTOP MECHANICAL UNIT. PAINT TO MATCH STUCCO		
25	ENTRY COVER, METAL, PRIME AND PAINT, SLOPE TOP 1/4" /FT		
26	JULIET BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT		
27	"PUNCHED" OPENING IN WALL, STUCCO		
28	"PUNCHED" OPENING IN WALL, STUCCO W/ METAL GRATE		
29	42" TALL GUARDRAIL, PRIME AND PAINT		
30	3X3 HHS POST, PRIME AND PAINT		
31	3X6 HHS POST, PRIME AND PAINT		

ELEVATION NOTES

A. REFER TO ALL SHEETS FOR ALL REQUIREMENTS
B. REFER TO CIVIL PLANS FOR TOP OF SLAB ELEVATIONS
C. STUCCO SYSTEM- TWO COAT STUCCO SYSTEM ACRYLIC COLOR COAT, PRIMER, BASE STUCCO COAT WITH FIBERGLASS MESH "CRACK MASTER" CONTINUOUS, SELF-FURRING WIRE LATH, TYVEK- COMMERCIAL D STUCCO WRAP WATER RESISTIVE CWRB) BARRIER AND INTER- PROVIDE WATERPROOF BASE COAT (STO FLEXAL OR EQUAL) AT ALL HORIZONTAL STUCCO SURFACES- PARAPETS, ELEC. METER COVERS, ETC. USE EXPANDED METAL LATH AT STUCCO SOFFITS
D. ALL DOOR AND WINDOW GLAZING TO BE CLEAR OR TINTED GREY NEUTRAL
E. STUCCO COLORS – AS NOTED
STUCCO COLOR "SC1" - ZONA ROSA

STUCCO COLOR "SC1" - ZONA ROSA

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
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10.10.24

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14 MAR 2025
1 MAY 2025
1 JUL 2025
12 AUG 2025

SHEET TITLE:
BLDG TYPE B
EXTERIOR ELEVATIONS

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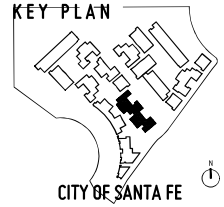
KEY PLAN



JURISDICTION:	CITY OF SANTA FE
PROJECT NAME:	ZORRO BLANCO
DRAWING TYPE:	EXTERIOR ELEVATION
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SHEET NUMBER:	AB_201

PLAZA CENTRAL
zorro blanco, llc
7295 PLAZA CENTRAL, SANTA FE, NEW MEXICO 87508

THOMAS GIFFORD ARCHITECT
ARCHITECTURE URBAN DESIGN
1709 Paseo de Peralta, Santa Fe, New Mexico 87501
tel 505.690.8888 email tom@thomasgiffordarchitect.com

AB_201

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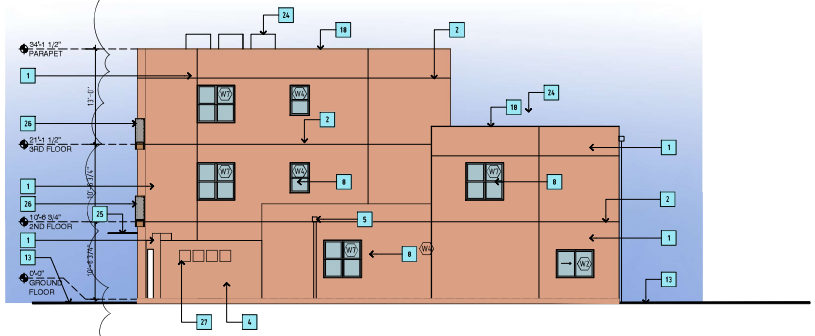
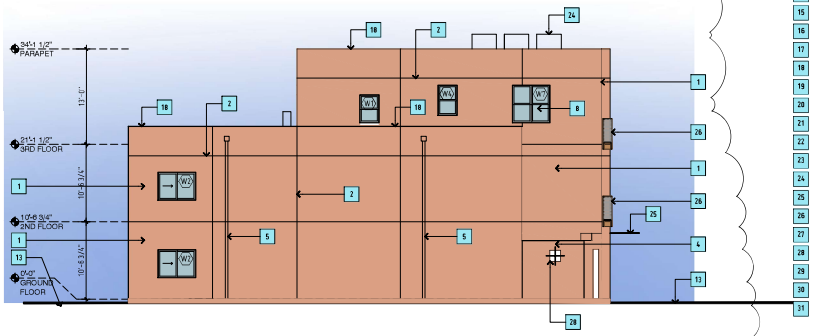


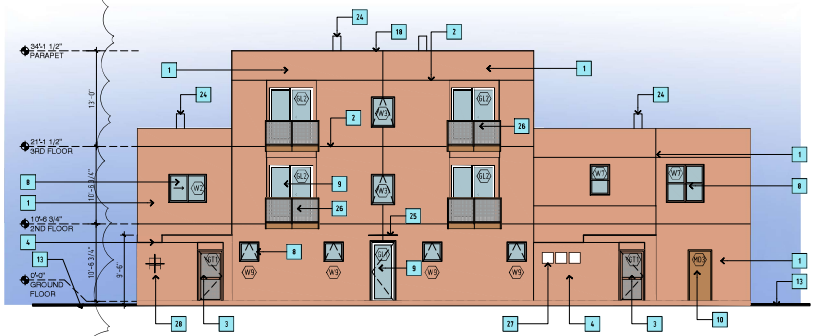
3 | BLDG C - EAST ELEVATION

AC_201 SCALE : 1/8" = 1'-0"



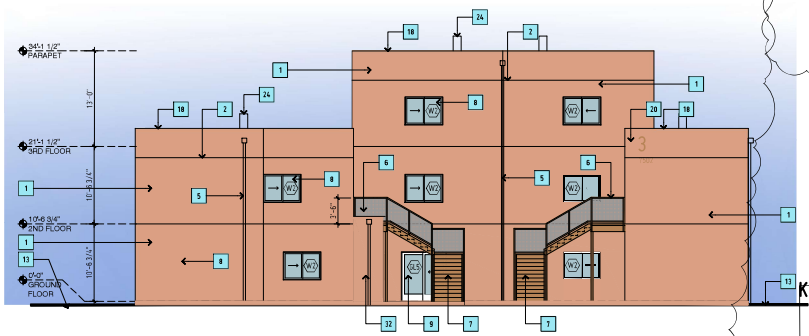
4 | BLDG C - WEST ELEVATION

AC_201 SCALE : 1/8" = 1'-0"



1 | BLDG C - SOUTH ELEVATION

AC_201 SCALE : 1/8" = 1'-0"



2 | BLDG C - NORTH ELEVATION

AC_201 SCALE : 1/8" = 1'-0"

ELEVATION KEY NOTES

1	STUCCO SYSTEM	32	F.D.C. W/ SIGNAGE
2	STUCCO CONTROL JOINT		
3	COURTYARD ENTRY GATE, STEEL, PRIME AND PAINT		
4	STUCCO YARD WALL, WOOD FRAME		
5	CONDUCTOR BOX AND DOWNSPOUT, METAL		
6	BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT, METAL FASCIA AND DRIP		
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8	WINDOW, COLOR-WHITE		
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10	DOOR, METAL, PAINT		
11	GARAGE DOOR, PAINT		
12	COURTYARD "OPENING" WITH METAL COVER		
13	FINISH GRADE, SEE CIVIL PLANS FOR ELEVATIONS		
14	ELECTRICAL GEAR		
15	FIRE RISER ROOM		
16	IDF/LOW VOLTAGE ROOM		
17	METAL ROLLING GATE		
18	STUCCO PARAPET, COLOR TO MATCH WALL		
19	ROOF WITH METAL FASCIA AND DRIP EDGE		
20	BUILDING IDENTIFICATION SIGNAGE , 24" ALUM, 1" STANDOFF W. LED BACK LIGHT, BUILDING ADDRESS SIGNAGE, ALUM., 9" TALL		
21	PROJECT IDENTIFICATION SIGNAGE , "ZORRO BLANCO" LED LIGHTING (2) SIDED, 34 SQ. FT TOTAL		
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23	BUSINESS IDENTIFICATION SIGNAGE, " TO BE DETERMINED" LED LIGHTING (1) SIDED, 46 SQ. FT TOTAL		
24	ROOFTOP MECHANICAL UNIT. PAINT TO MATCH STUCCO		
25	ENTRY COVER, METAL, PRIME AND PAINT, SLOPE TOP 1/4" /FT		
26	JULIET BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT		
27	"PUNCHED" OPENING IN WALL, STUCCO		
28	"PUNCHED" OPENING IN WALL, STUCCO W/ METAL GRATE		
29	42" TALL GUARDRAIL, PRIME AND PAINT		
30	3X3 HHS POST, PRIME AND PAINT		
31	3X6 HHS POST, PRIME AND PAINT		

ELEVATION NOTES

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B. REFER TO CIVIL PLANS FOR TOP OF SLAB ELEVATIONS
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D. ALL DOOR AND WINDOW GLAZING TO BE CLEAR OR TINTED GREY NEUTRAL
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STUCCO COLOR "SC1" - ZONA ROSA

STUCCO COLOR "SC1" - ZONA ROSA

KEY PLAN



JURISDICTION: CITY OF SANTA FE
PROJECT NAME: ZORRO BLANCO
DRAWING TYPE: EXTERIOR ELEVATION
DRAWING DATE: 12 AUGUST 2025
SHEET NUMBER: AC_201

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
10.10.24

10 OCTOBER 2024
13 FEBRUARY 2025
1 MAY 2025
1 JUL 2025
12 AUG 2025

DATE:
REVISION: 1 2 3

SHEET TITLE:
BLDG TYPE C
EXTERIOR ELEVATIONS

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AC_201

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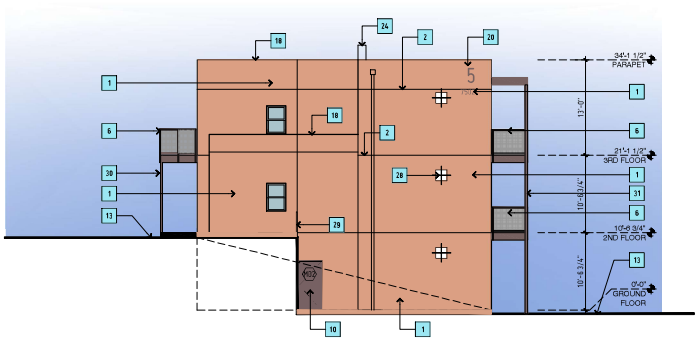
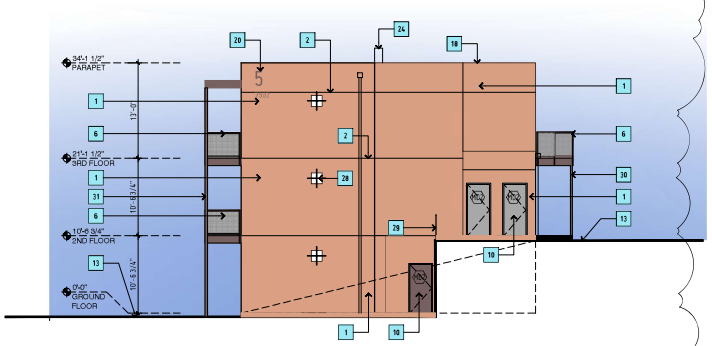


3 | BLDG D - EAST ELEVATION

AD_201

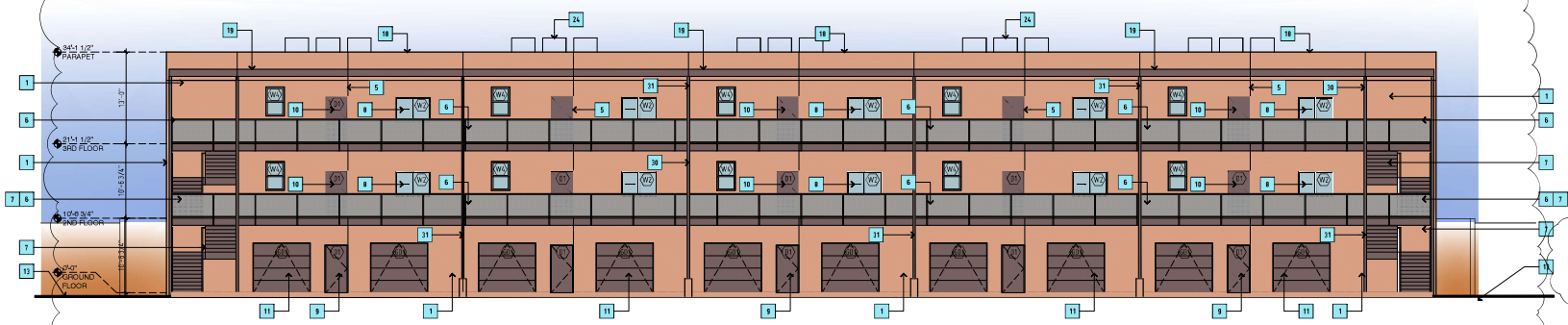
SCALE : 1/8" = 1'-0"



4 | BLDG D - WEST ELEVATION

AD_201

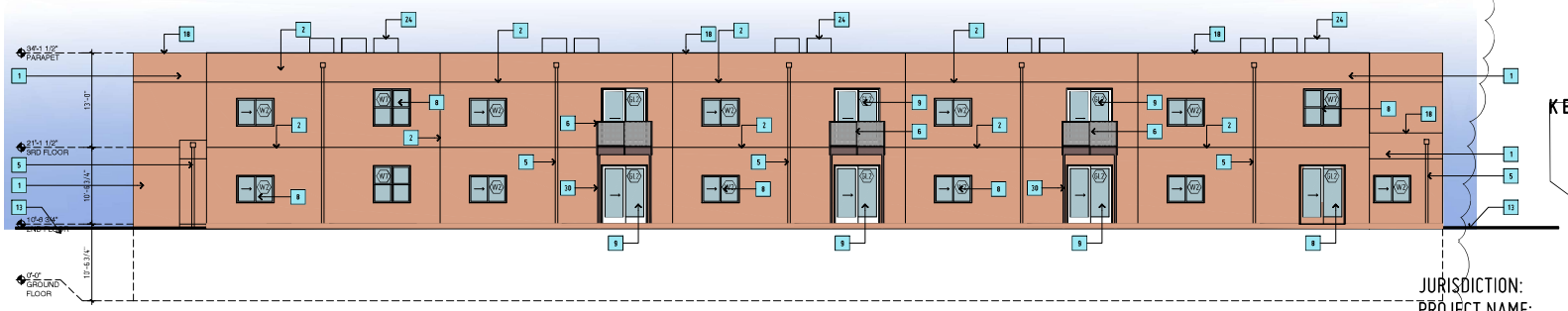
SCALE : 1/8" = 1'-0"



2 | BLDG D - NORTH ELEVATION

AD_201

SCALE : 1/8" = 1'-0"



1 | BLDG D - SOUTH ELEVATION

AD_201

SCALE : 1/8" = 1'-0"

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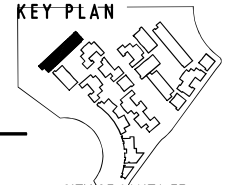
KEY PLAN



JURISDICTION: CITY OF SANTA FE
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STATE OF NEW MEXICO
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BLDG TYPE D
EXTERIOR ELEVATIONS

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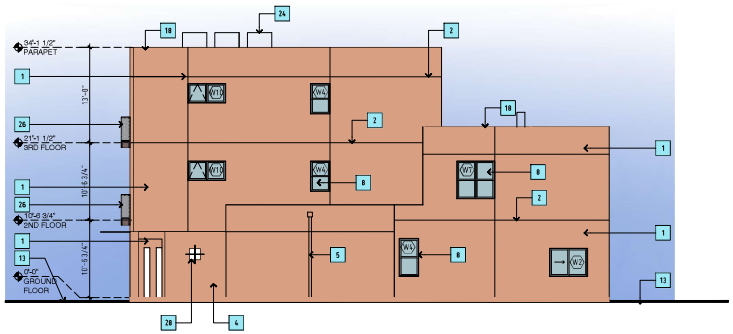
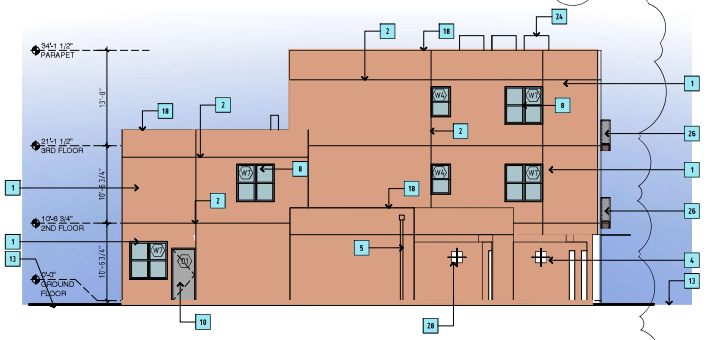


3 | BLDG TYPE E EAST ELEVATION

AE_201 SCALE : 1/8" = 1'-0"



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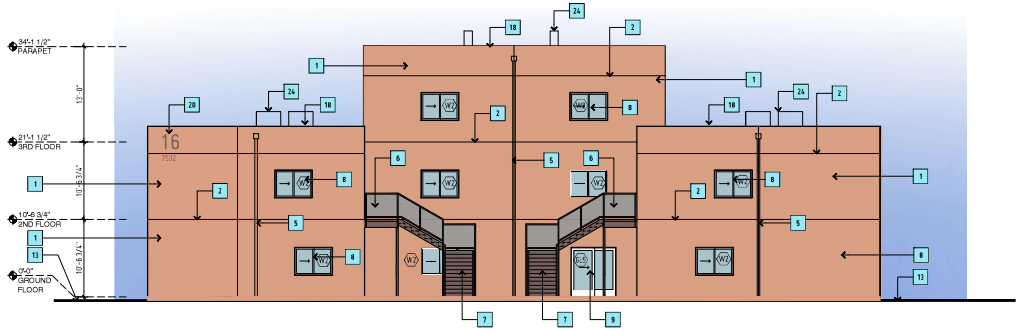
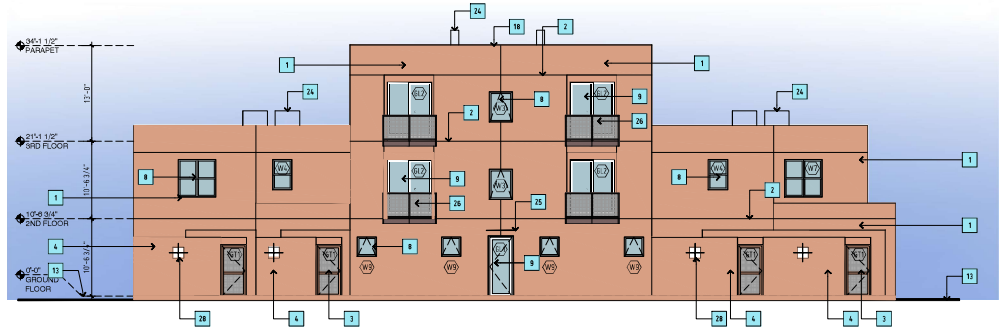
AE_201 SCALE : 1/8" = 1'-0"



2 | BLDG TYPE E NORTH ELEVATION

AE_201 SCALE : 1/8" = 1'-0"



1 | BLDG TYPE E SOUTH ELEVATION

AE_201 SCALE : 1/8" = 1'-0"

ELEVATION KEY NOTES

1. STUCCO SYSTEM
2. STUCCO CONTROL JOINT
3. COURTYARD ENTRY GATE, STEEL, PRIME AND PAINT
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STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
10.10.24

DATE: 10 OCTOBER 2024
REVISIONS: 13 FEBRUARY 2025
14 APRIL 2025
1 MAY 2025
1 JUL 2025
12 AUG 2025

SHEET TITLE: BLDG TYPE E EXTERIOR ELEVATIONS

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KEY PLAN



JURISDICTION: CITY OF SANTA FE
PROJECT NAME: ZORRO BLANCO
DRAWING TYPE: EXTERIOR ELEVATION
DRAWING DATE: 12 AUGUST 2025
SHEET NUMBER: AE_201

PLAZA CENTRAL
zorro blanco, llc
7595 PLAZA CENTRAL, SANTA FE, NEW MEXICO 87508

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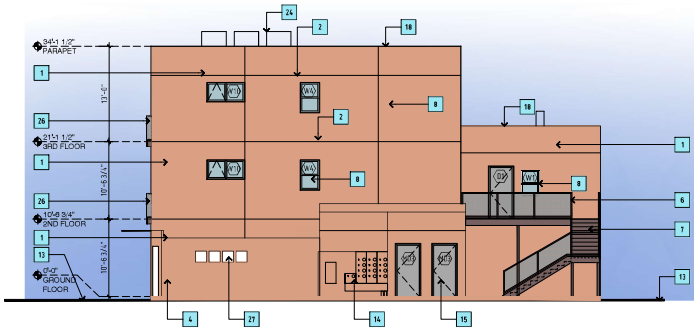
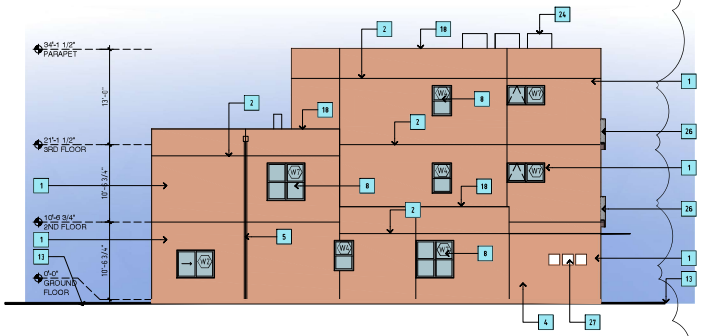


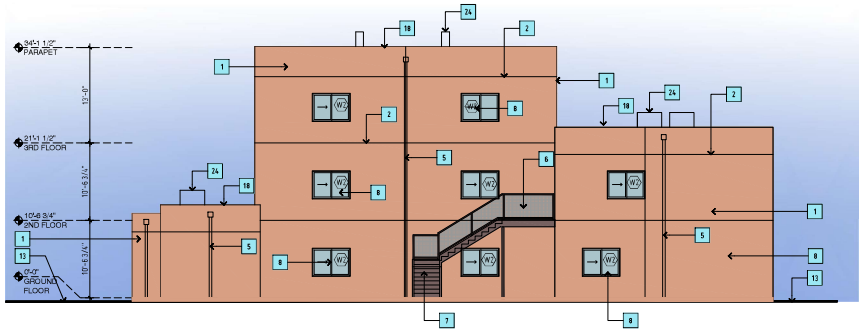
3 | BLDG F - EAST ELEVATION

AF_201 SCALE : 1/8" = 1'-0"



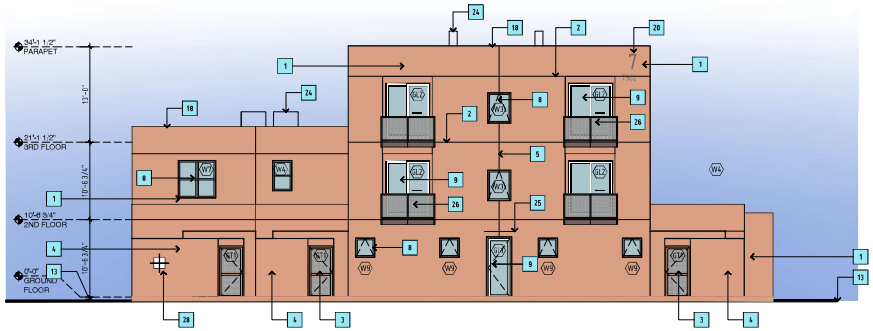
4 | BLDG F - WEST ELEVATION

AF_201 SCALE : 1/8" = 1'-0"



2 | BLDG F - NORTH ELEVATION

AF_201 SCALE : 1/8" = 1'-0"



1 | BLDG F - SOUTH ELEVATION

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KEY PLAN



JURISDICTION:	CITY OF SANTA FE
PROJECT NAME:	ZORRO BLANCO
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DRAWING DATE:	12 AUGUST 2025
SHEET NUMBER:	AF_201

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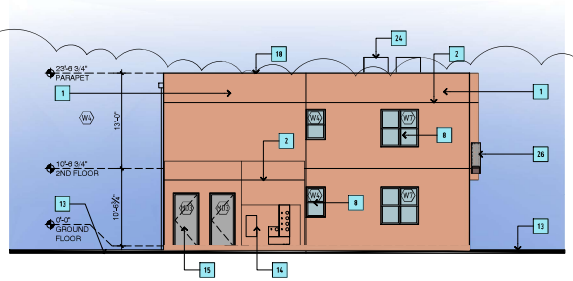
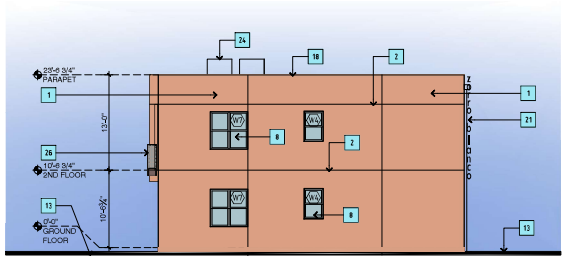


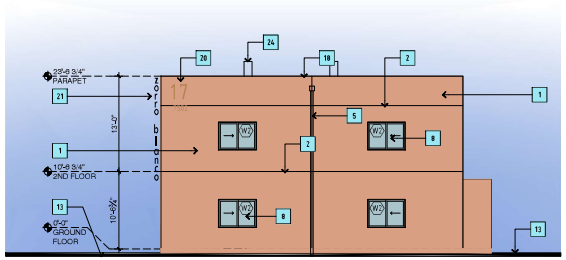
4 | BLDG G - ELEVATION

AG_201 SCALE : 1/8" = 1'-0"



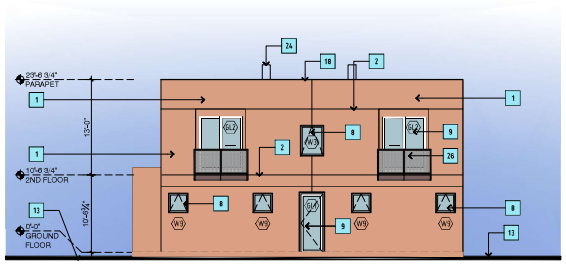
3 | BLDG G - ELEVATION

AG_201 SCALE : 1/8" = 1'-0"



2 | BLDG G - ELEVATION

AG_201 SCALE : 1/8" = 1'-0"



1 | BLDG G- ELEVATION

AG_201 SCALE : 1/8" = 1'-0"

TABLE 14-8.7-2: Architectural Design Standards and Point Allocations- ALL ZORRO BLANCO BUILDINGS

Architectural Design Standards		SFCC Point Allowances	Points Assigned	Discussion
WALLS				
Predominant Exterior Surface Material	Stucco, adobe	30	30	Stucco is the predominant exterior surface material on the building.
	Brick, natural stone, and integrally colored unit masonry	25		
	Concrete and non-integrally colored unit masonry	20		
	Metal siding, glass curtainwall systems, glass block, wood siding, and simulated materials	10		
	Mirrored glass curtainwall systems	-10		
Color of Predominant Exterior Surface Material	Earthtones, creams, and pastels of earthtone hues including but not necessarily limited to rose, peach, and terra cotta colors	30	30	
	Pastel colors of non-earthtone hues, whites, grays, and grayish greens	15		
	High-intensity colors, metallic colors, glass and black	-10		
Exterior Surface Treatment	(A) Wall surfaces appear monolithic with at least 75 percent of the total wall area one material and one color. Differing shades of the same general hue shall not be considered different colors. Non-solar fenestration, window and door awnings, applied trim, and accent materials, colors, and decorative bands, with the exception of stucco, masonry or concrete control joints, are used in such a way that they do not give a panelized or prefabricated appearance, produce striped or checkerboard patterns, or exceed 25 percent of the surface area of any façade. Fenestration and/or accent colors on wall surfaces under portals or canopies having a horizontal depth of at least six feet shall be exempt from area calculations. CANOPY defined as an overhanging shelter or shade.	10	10	
	(B) Wall surfaces do not meet the criteria set forth in paragraph (A) above	-10		
ROOFS				
Form	(A) Flat roof surfaces entirely concealed from public view by parapets	20	20	
	(B) Flat roof surfaces not entirely concealed from public view by parapets, uniformly sloping roofs, or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with greater than or equal to four feet of vertical rise for every 12 feet of horizontal run and less than or equal to 12 feet of vertical rise for every 12 feet of horizontal run	15		
	(C) Uniformly sloping roofs or any combination of flat and uniformly sloping roofs, having a height, from springline to peak, that does not exceed the average height of the supporting walls and having a slope with less than four feet of vertical rise for every 12 feet of horizontal run or having a slope with greater than 12 feet of vertical rise for every 12 feet of horizontal run	10		
	(D) Any type of sloping roof having a height, from springline to peak, that exceeds the average height of the supporting walls; non-uniformly sloping roofs; or any combination of flat and non-uniformly sloping roofs	-10		
Predominant Material	(A) All surfaces are concealed from public view	20	20	
	(B) Standing, flat, or batten seam metal roofing, or membrane, asphalt or gravel surfaces exposed to public view	15		
	(C) Flat tiles of clay, concrete or slate	10		
	(D) Barrel tiles of clay, concrete, or slate; and asphalt shingles	5		
	(E) Wood shingles or shakes and other materials including but not necessarily limited to plastic, fiberglass or metal roof tiles	-10		
Predominant Color	(A) All surfaces are concealed from public view	15	15	
	(B) Dark reds, browns, and earthtones, and natural metals including aluminum, zinc, tin, and lead	10		
	(C) Low-intensity colors other than those stated above	5		
	(D) White	0		
	(E) Bright, non-fading, high-intensity colors and any use of multiple colors	-15		
BUILDING FORM				
Massing	(A) One-story buildings with over 10,000 square feet of gross floor area and multi-story buildings with over 20,000 square feet of gross floor area which are designed with wall plane projections or setbacks on each publicly visible façade having a depth of at least three percent of the length of the façade and extending at least 20 percent of the length of the façade	30	30	
	(B) One-story buildings with less than or equal to 10,000 square feet of gross floor area and multi-story buildings with less than or equal to 20,000 square feet of gross floor area which are designed with either offsetting wall planes or upper story stepbacks of at least four horizontal feet, or a recessed entry space or projecting canopy or portal having a depth of at least six horizontal feet, on at least one publicly visible façade	30		
	(C) Buildings not utilizing the massing techniques described in paragraphs (A) or (B) above	0		
DOORS AND WINDOWS				
Treatment	(A) More than 50 percent of doors, windows and glazed surfaces, which are not located under portales or canopies having a horizontal depth of at least six feet, have either frames recessed a minimum of two inches, are cased with trim, have divided lites, or have exposed or otherwise articulated lintels	20	20	Recessed 2"
	(B) More than 50 percent of doors, windows and glazed surfaces do not meet the requirements set forth in paragraph (A) above	0		
Area	(A) All wall surfaces which are not located under portales or canopies having a horizontal depth of at least six feet, and which do not include solar fenestration, have less than or equal to 50 percent openings consisting of doors, windows, glazing and other penetrations	20	20	
	(B) Wall surfaces do not meet the requirements as set forth in paragraph (A) above	0		
Location	(A) All doors, windows and glazed surfaces, on structures having a gross floor area greater than 150 square feet, are located at least two feet from outside building corners	20	20	
	(B) All doors, windows and glazed surfaces, on structures having a gross floor area less than or equal to 150 square feet, have at least a two inch mullion at inside and outside building corners	20		
Glazing	(A) All glazing is clear or tinted neutral grey	10	10	All glazing to be clear
	(B) Any use of colored glazing	0		
	(C) Any use of mirrored glazing	-10		
EQUIPMENT				
Screening	(A) All roof and wall mounted mechanical, electrical, communications, and service equipment, including satellite dishes and vent pipes, are screened from public view by parapets, walls, fences, dense evergreen foliage, or by other means	10	5	
	(B) All building mounted equipment set forth in paragraph (A) above is either screened; and/or painted to match visually adjacent surfaces	5		
	(C) All building mounted equipment set forth in paragraph (A) above is not screened and/or painted to match visually adjacent surfaces	-10		
TOTAL POINTS ACHIEVED			230	
TOTAL POINTS Required by Zoning District C-1			205	

ELEVATION KEY NOTES

1	STUCCO SYSTEM
2	STUCCO CONTROL JOINT
3	COURTYARD ENTRY GATE, STEEL, PRIME AND PAINT
4	STUCCO YARD WALL, WOOD FRAME
5	CONDUCTOR BOX AND DOWNSPOUT, METAL
6	BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT, METAL FASCIA AND DRIP
7	STAIRS, C10 STRINGERS, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT & HANDRAILS BOTH SIDES, METAL FASCIA
8	WINDOW, COLOR-WHITE
9	DOOR, FULL LITE GLASS, COLOR-WHITE
10	DOOR, METAL, PAINT
11	GARAGE DOOR, PAINT
12	COURTYARD "OPENING" WITH METAL COVER
13	FINISH GRADE, SEE CIVIL PLANS FOR ELEVATIONS
14	ELECTRICAL GEAR
15	FIRE RISER ROOM
16	IDF/LOW VOLTAGE ROOM
17	METAL ROLLING GATE
18	STUCCO PARAPET, COLOR TO MATCH WALL
19	ROOF WITH METAL FASCIA AND DRIP EDGE
20	BUILDING IDENTIFICATION SIGNAGE, 24" ALUM, 1" STANDOFF W. LED BACK LIGHT, BUILDING ADDRESS SIGNAGE, ALUM., 9" TALL
21	PROJECT IDENTIFICATION SIGNAGE, " ZORRO BLANCO" LED LIGHTING (2) SIDED, 24 SQ. FT TOTAL
22	PROJECT IDENTIFICATION SIGNAGE, " ZORRO BLANCO" LED LIGHTING (1) SIDED, 70 SQ. FT TOTAL
23	BUSINESS IDENTIFICATION SIGNAGE, " TO BE DETERMINED" LED LIGHTING (1) SIDED, 48 SQ. FT TOTAL
24	ROOFTOP MECHANICAL UNIT. PAINT TO MATCH STUCCO
25	ENTRY COVER, METAL, PRIME AND PAINT, SLOPE TOP 1/4" /FT
26	JULIET BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT
27	"PUNCHED" OPENING IN WALL, STUCCO
28	"PUNCHED" OPENING IN WALL, STUCCO W/ METAL GRATE
29	42" TALL GUARDRAIL, PRIME AND PAINT
30	3X3 HHS POST, PRIME AND PAINT
31	3X6 HHS POST, PRIME AND PAINT
32	F.D.C. W/ SIGNAGE

ELEVATION NOTES

A. REFER TO ALL SHEETS FOR ALL REQUIREMENTS
B. REFER TO CIVIL PLANS FOR TOP OF SLAB ELEVATIONS
C. STUCCO SYSTEM- TWO COAT STUCCO SYSTEM ACRYLIC COLOR COAT, PRIMER, BASE STUCCO COAT WITH FIBERGLASS MESH "CRACK MASTER" CONTINUOUS, SELF-FURRING WIRE LATH, TYVEK- COMMERCIAL D STUCCO WRAP WATER RESISTIVE GYP(B) BARRIER AND INTER. PROVIDE WATERPROOF BASE COAT (STO FLEXAL OR EQUAL) AT ALL HORIZONTAL STUCCO SURFACES- PARAPETS, ELEC. METER COVERS, ETC. USE EXPANDED METAL LATH AT STUCCO SOFFITS
D. ALL DOOR AND WINDOW GLAZING TO BE CLEAR OR TINTED GREY NEUTRAL
E. STUCCO COLORS – AS NOTED
STUCCO COLOR "SC1" - ZONA ROSA

STUCCO COLOR "SC1" - ZONA ROSA

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
10.10.24

10 OCTOBER 2024
13 FEBRUARY 2025
1 MAY 2025
1 JUL 2025
12 AUG 2025

DATE:
REVISION: 1 2 3 4 5

SHEET TITLE:
BLDG TYPE G
EXTERIOR ELEVATIONS

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KEY PLAN



JURISDICTION: CITY OF SANTA FE
PROJECT NAME: ZORRO BLANCO
DRAWING TYPE: EXTERIOR ELEVATION
DRAWING DATE: 12 AUGUST 2025
SHEET NUMBER: AG_201

PLAZA CENTRAL
zorro blanco, llc
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AG_201

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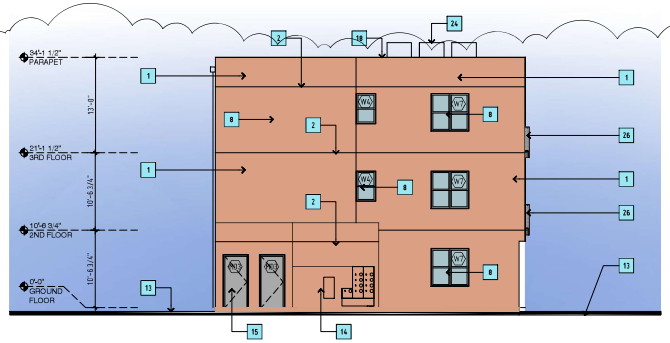
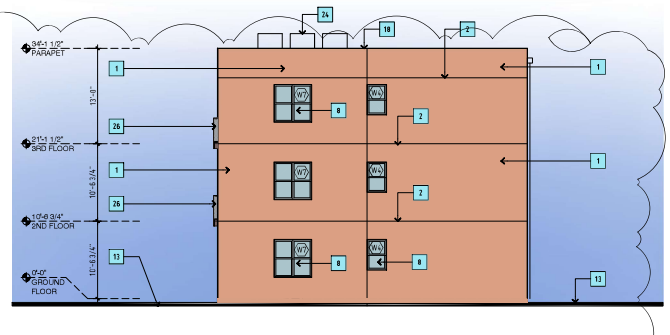


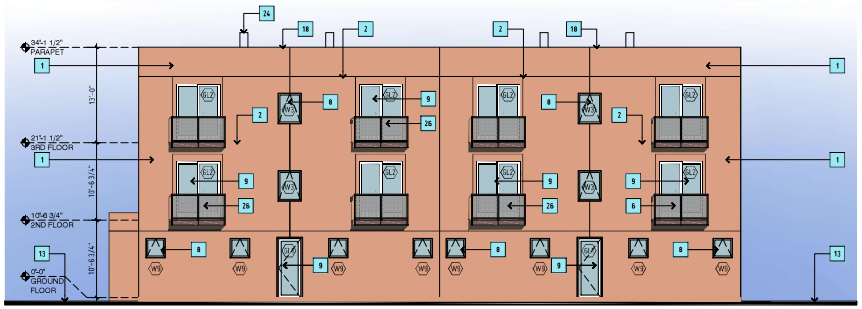
3 | BLDG H - EAST ELEVATION

AH_201 SCALE : 1/8" = 1'-0"



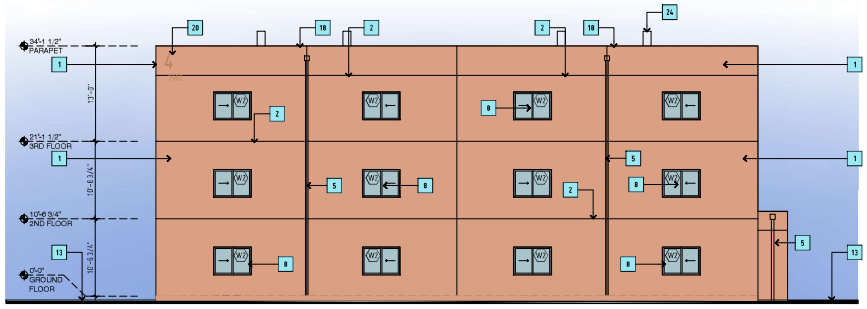
4 | BLDG H- WEST ELEVATION

AH_201 SCALE : 1/8" = 1'-0"



2 | BLDG H - NORTH ELEVATION

AH_201 SCALE : 1/8" = 1'-0"



1 | BLDG H - SOUTH ELEVATION

AH_201 SCALE : 1/8" = 1'-0"

ELEVATION KEY NOTES

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2 STUCCO CONTROL JOINT
3 COURTYARD ENTRY GATE, STEEL, PRIME AND PAINT
4 STUCCO YARD WALL, WOOD FRAME
5 CONDUCTOR BOX AND DOWNSPOUT, METAL
6 BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT, METAL FASCIA AND DRIP
7 STAIRS, C10 STRINGERS, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT & HANDRAILS BOTH SIDES, METAL FASCIA
8 WINDOW, COLOR-WHITE
9 DOOR, FULL LITE GLASS, COLOR-WHITE
10 DOOR, METAL, PAINT
11 GARAGE DOOR, PAINT
12 COURTYARD "OPENING" WITH METAL COVER
13 FINISH GRADE, SEE CIVIL PLANS FOR ELEVATIONS
14 ELECTRICAL GEAR
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20 BUILDING IDENTIFICATION SIGNAGE , 24" ALUM, 1" STANDOFF W. LED BACK LIGHT, BUILDING ADDRESS SIGNAGE, ALUM., 9" TALL
21 PROJECT IDENTIFICATION SIGNAGE, " ZORRO BLANCO" LED LIGHTING (2) SIDED, 34 SQ. FT TOTAL
22 PROJECT IDENTIFICATION SIGNAGE, " ZORRO BLANCO" LED LIGHTING (1) SIDED, 70 SQ. FT TOTAL
23 BUSINESS IDENTIFICATION SIGNAGE, " TO BE DETERMINED" LED LIGHTING (1) SIDED, 46 SQ. FT TOTAL
24 ROOFTOP MECHANICAL UNIT. PAINT TO MATCH STUCCO
25 ENTRY COVER, METAL, PRIME AND PAINT, SLOPE TOP 1/4" /FT
26 JULIET BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT
27 "PUNCHED" OPENING IN WALL, STUCCO
28 "PUNCHED" OPENING IN WALL, STUCCO W/ METAL GRATE
29 42" TALL GUARDRAIL, PRIME AND PAINT
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31 3X6 HHS POST, PRIME AND PAINT
32 F.D.C. W/ SIGNAGE

ELEVATION NOTES

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B. REFER TO CIVIL PLANS FOR TOP OF SLAB ELEVATIONS
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E. STUCCO COLORS – AS NOTED
STUCCO COLOR "SC1" - ZONA ROSA

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STATE OF NEW MEXICO
THOMAS GIFFORD NO. 004057
PROFESSIONAL ARCHITECT
10.10.24

10 OCTOBER 2024
13 FEBRUARY 2025
1 MAY 2025
1 JUL 2025
12 AUG 2025

DATE:
REVISION:

SHEET TITLE:
BLDG TYPE H
EXTERIOR ELEVATIONS

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KEY PLAN



JURISDICTION: CITY OF SANTA FE
PROJECT NAME: ZORRO BLANCO
DRAWING TYPE: EXTERIOR ELEVATION
DRAWING DATE: 12 AUGUST 2025
SHEET NUMBER: AH_201

PLAZA CENTRAL
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AH_201

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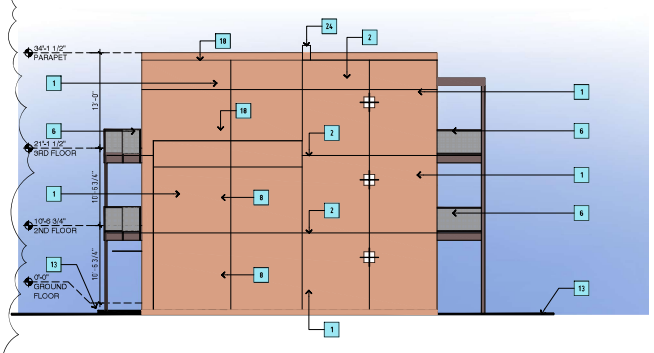
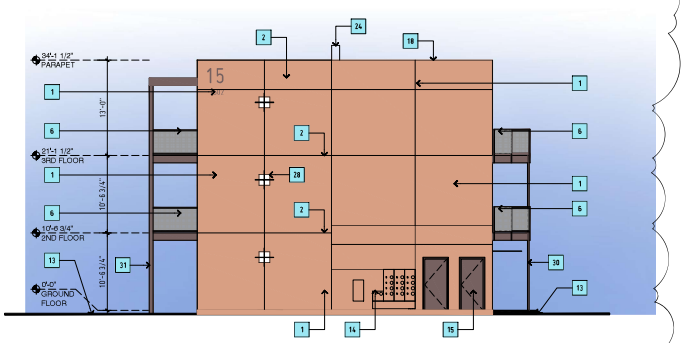


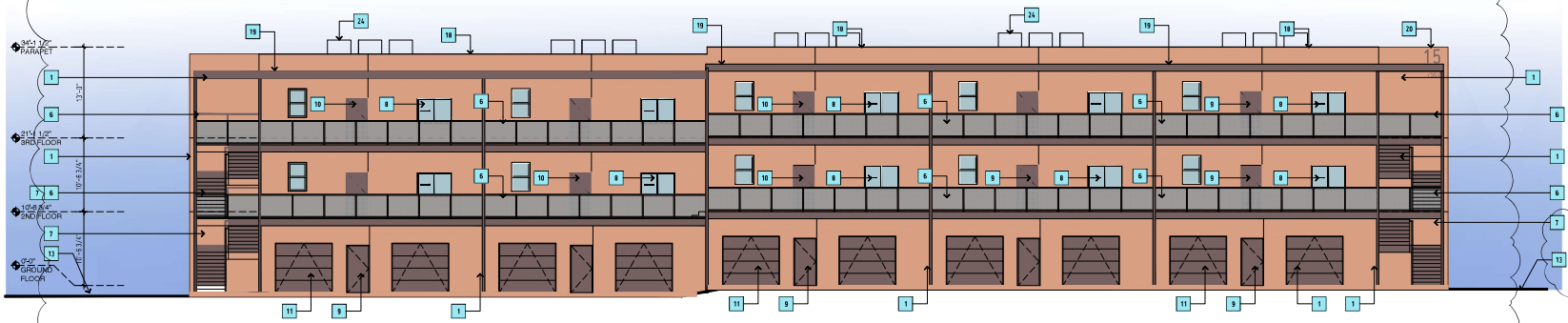
3 | BLDG I - EAST ELEVATION

AI_201 SCALE : 1/8" = 1'-0"



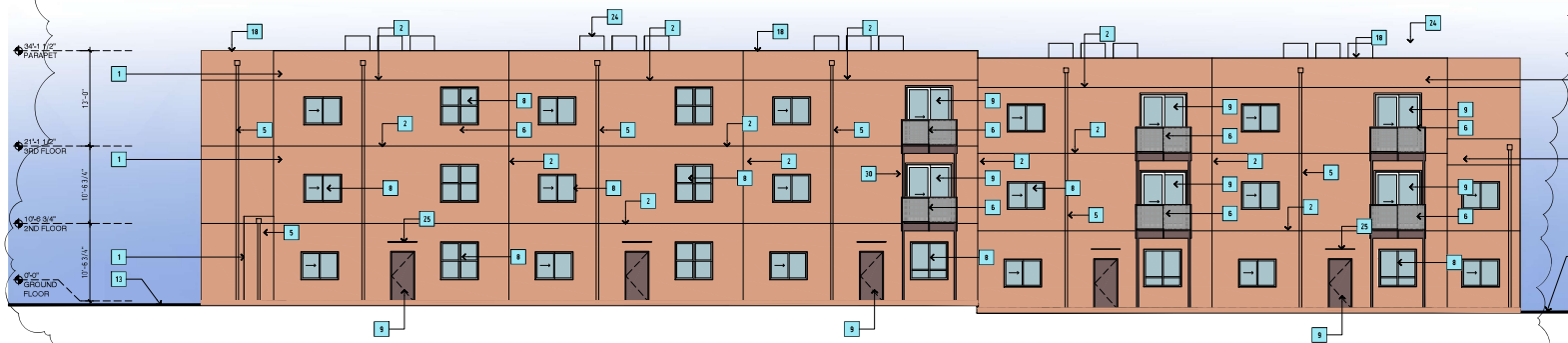
4 | BLDG I - WEST ELEVATION

AI_201 SCALE : 1/8" = 1'-0"



2 | BLDG I - NORTH ELEVATION

AI_201 SCALE : 1/8" = 1'-0"



1 | BLDG I - SOUTH ELEVATION

AI_201 SCALE : 1/8" = 1'-0"

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1	STUCCO SYSTEM
2	STUCCO CONTROL JOINT
3	COURTYARD ENTRY GATE, STEEL, PRIME AND PAINT
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30	3X3 HHS POST, PRIME AND PAINT
31	3X6 HHS POST, PRIME AND PAINT
32	F.D.C. W/ SIGNAGE

ELEVATION NOTES

A. REFER TO ALL SHEETS FOR ALL REQUIREMENTS
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D. ALL DOOR AND WINDOW GLAZING TO BE CLEAR OR TINTED GREY NEUTRAL
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STUCCO COLOR "SC1" - ZONA ROSA

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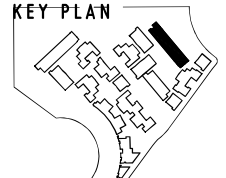
STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
10.10.24

DATE: REVISIONS:
10 OCTOBER 2024
13 FEBRUARY 2025
1 MAY 2025
1 JUL 2025
12 AUG 2025

SHEET TITLE:
BLDG TYPE I EXTERIOR ELEVATIONS

KEY PLAN



JURISDICTION:	CITY OF SANTA FE
PROJECT NAME:	ZORRO BLANCO
DRAWING TYPE:	EXTERIOR ELEVATION
DRAWING DATE:	12 AUGUST 2025
SHEET NUMBER:	AI_201

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AI_201

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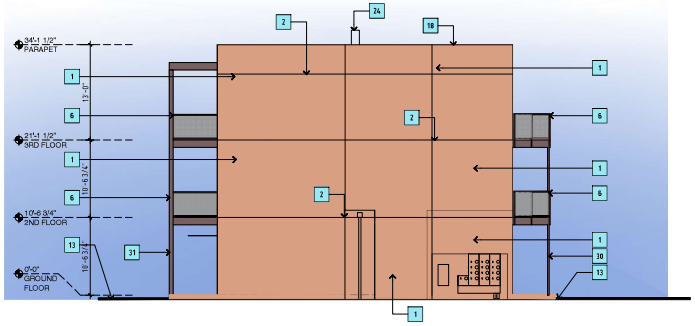
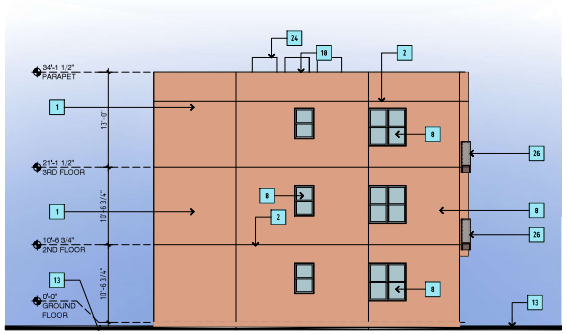
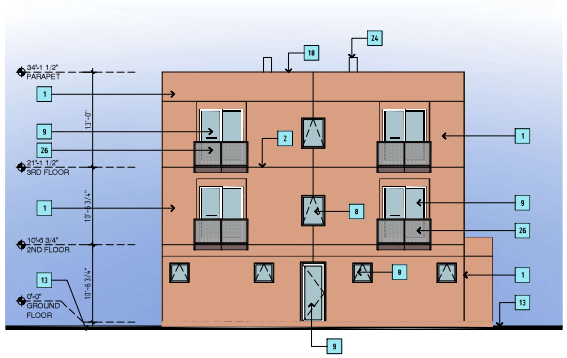

34'-1 1/2"
PARAPET
21'-1 1/2"
3RD FLOOR
10'-6 3/4"
10'-6 3/4"
10'-6 3/4"



3 | BLDG TYPE K ELEVATION

AK_201 SCALE : 1/8" = 1'-0"



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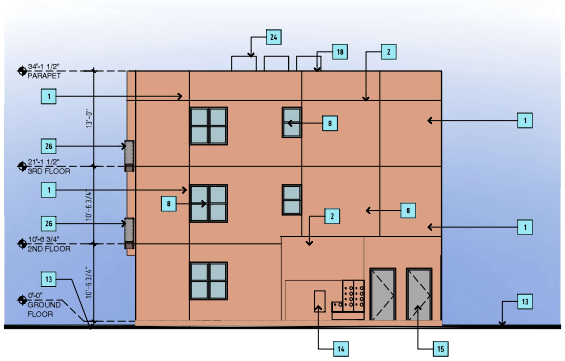
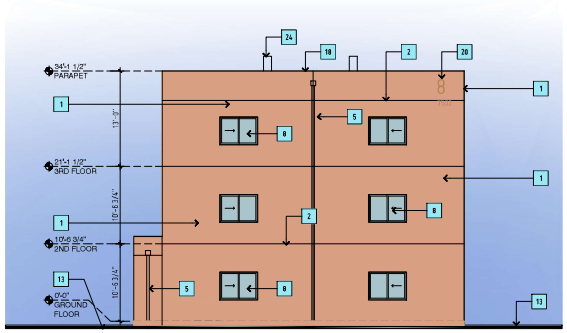


1 | BLDG K SOUTH ELEVATION

AK_201 SCALE : 1/8" = 1'-0"



2 | BLDG K - NORTH ELEVATION

AK_201 SCALE : 1/8" = 1'-0"

ELEVATION KEY NOTES

1	STUCCO SYSTEM	32	F.D.C. W/ SIGNAGE
2	STUCCO CONTROL JOINT		
3	COURTYARD ENTRY GATE, STEEL, PRIME AND PAINT		
4	STUCCO YARD WALL, WOOD FRAME		
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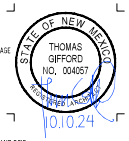
11	GARAGE DOOR, PAINT		
12	COURTYARD "OPENING" WITH METAL COVER		
13	FINISH GRADE, SEE CIVIL PLANS FOR ELEVATIONS		
14	ELECTRICAL GEAR		
15	FIRE RISER ROOM		
16	IDF/LOW VOLTAGE ROOM		
17	METAL ROLLING GATE		
18	STUCCO PARAPET, COLOR TO MATCH WALL		
19	ROOF WITH METAL FASCIA AND DRIP EDGE		
20	BUILDING IDENTIFICATION SIGNAGE , 24" ALUM, 1" STANDOFF W. LED BACK LIGHT, BUILDING ADDRESS SIGNAGE, ALUM., 9" TALL		
21	PROJECT IDENTIFICATION SIGNAGE, " ZORRO BLANCO" LED LIGHTING (2) SIDED, 34 SQ. FT TOTAL		
22	PROJECT IDENTIFICATION SIGNAGE, " ZORRO BLANCO" LED LIGHTING (1) SIDED, 71 SQ. FT TOTAL		
23	BUSINESS IDENTIFICATION SIGNAGE, " TO BE DETERMINED" LED LIGHTING (1) SIDED, 46 SQ. FT TOTAL		
24	ROOFTOP MECHANICAL UNIT. PAINT TO MATCH STUCCO		
25	ENTRY COVER, METAL, PRIME AND PAINT, SLOPE TOP 1/4" /FT		
26	JULIET BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT		
27	"PUNCHED" OPENING IN WALL, STUCCO		
28	"PUNCHED" OPENING IN WALL, STUCCO W/ METAL GRATE		
29	42" TALL GUARDRAIL, PRIME AND PAINT		
30	3X3 HHS POST, PRIME AND PAINT		
31	3X6 HHS POST, PRIME AND PAINT		

ELEVATION NOTES

A. REFER TO ALL SHEETS FOR ALL REQUIREMENTS
B. REFER TO CIVIL PLANS FOR TOP OF SLAB ELEVATIONS
C. STUCCO SYSTEM - TWO COAT STUCCO SYSTEM ACRYLIC COLOR COAT, PRIMER, BASE STUCCO COAT WITH FIBERGLASS MESH "CRACK MASTER" CONTINUOUS, SELF-FURRING WIRE LATH, TYVEK- COMMERCIAL D STUCCO WRAP WATER RESISTIVE OVRB) BARRIER AND INTER. PROVIDE WATERPROOF BASE COAT (STO FLEXAL OR EQUAL) AT ALL HORIZONTAL STUCCO SURFACES- PARAPETS, ELEC. METER COVERS, ETC. USE EXPANDED METAL LATH AT STUCCO SOFFITS
D. ALL DOOR AND WINDOW GLAZING TO BE CLEAR OR TINTED GREY NEUTRAL
E. STUCCO COLORS – AS NOTED
STUCCO COLOR "SC1" - ZONA ROSA





DATE: REVISION:
10 OCTOBER 2024
13 FEBRUARY 2025
1 MAY 2025
1 JUL 2025
12 AUG 2025

SHEET TITLE:
BUILDING TYPE K
EXTERIOR ELEVATIONS

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KEY PLAN



JURISDICTION:	CITY OF SANTA FE
PROJECT NAME:	ZORRO BLANCO
DRAWING TYPE:	EXTERIOR ELEVATION
DRAWING DATE:	12 AUGUST 2025
SHEET NUMBER:	AK_201

PLAZA CENTRAL
zorro blanco, llc
7395 PLAZA CENTRAL, SANTA FE, NEW MEXICO 87508
THOMAS GIFFORD ARCHITECT
ARCHITECTURE URBAN DESIGN
1789 Paseo de Peralta, Santa Fe, New Mexico 87501
tel 505.699.0888 email TOM@THOMASGIFFORD.COM

AK_201

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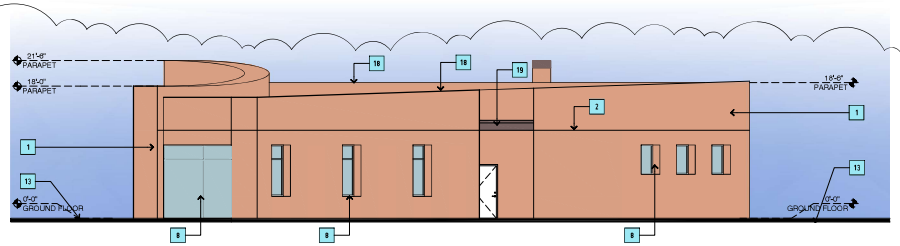
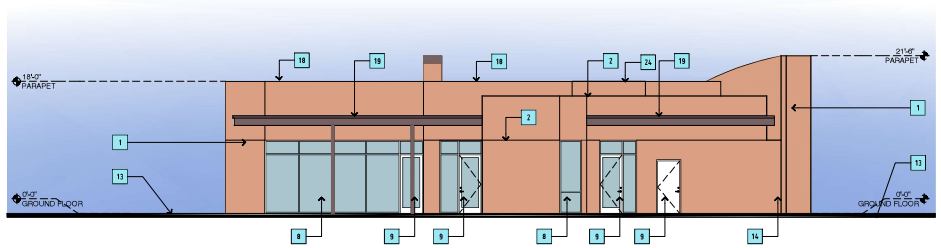


4 | BLDG L EAST ELEVATION

A1_201

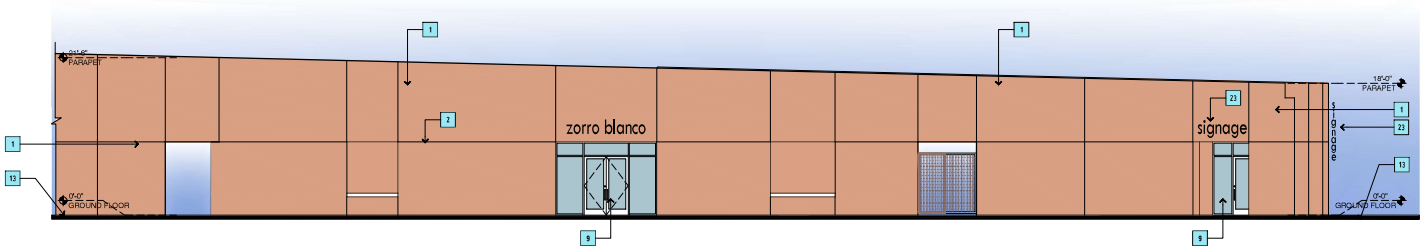
SCALE : 1/8" = 1'-0"



3 | BLDG L NORTH ELEVATION

A1_201

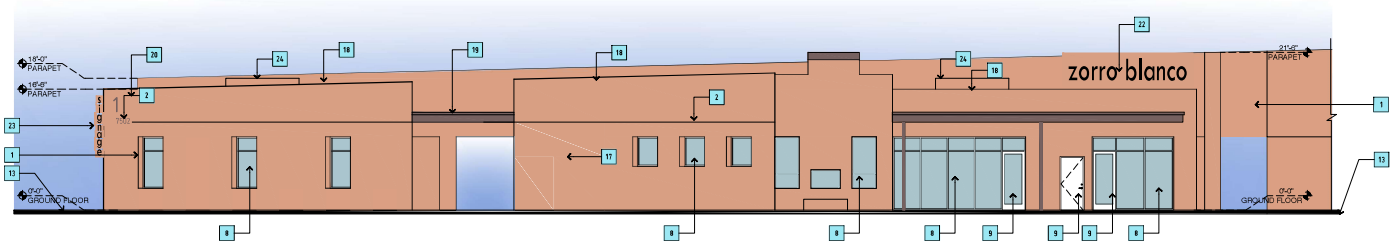
SCALE : 1/8" = 1'-0"



2 | BLDG L WEST ELEVATION

A1_201

SCALE : 1/8" = 1'-0"



1 | BLDG L EAST ELEVATION

A1_201

SCALE : 1/8" = 1'-0"

ELEVATION KEY NOTES

1	STUCCO SYSTEM
2	STUCCO CONTROL JOINT
3	COURTYARD ENTRY GATE, STEEL, PRIME AND PAINT
4	STUCCO YARD WALL, WOOD FRAME
5	CONDUCTOR BOX AND DOWNSPOUT, METAL
6	BALCONY, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT, METAL FASCIA AND DRIP
7	STAIRS, C10 STRINGERS, STEEL, 42" TALL GUARDRAIL, PRIME AND PAINT & HANDRAILS BOTH SIDES, METAL FASCIA
8	WINDOW, COLOR-WHITE
9	DOOR, FULL LITE GLASS, COLOR-WHITE
10	DOOR, METAL, PAINT
11	GARAGE DOOR, PAINT
12	COURTYARD "OPENING" WITH METAL COVER
13	FINISH GRADE, SEE CIVIL PLANS FOR ELEVATIONS
14	ELECTRICAL GEAR
15	FIRE RISER ROOM
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29	42" TALL GUARDRAIL, PRIME AND PAINT
30	3X3 HHS POST, PRIME AND PAINT
31	3X6 HHS POST, PRIME AND PAINT
32	F.D.C. W/ SIGNAGE

ELEVATION NOTES

A. REFER TO ALL SHEETS FOR ALL REQUIREMENTS
B. REFER TO CIVIL PLANS FOR TOP OF SLAB ELEVATIONS
C. STUCCO SYSTEM- TWO COAT STUCCO SYSTEM ACRYLIC COLOR COAT, PRIMER, BASE STUCCO COAT WITH FIBERGLASS MESH "CRACK MASTER" CONTINUOUS, SELF-FURRING WIRE LATH, TYVEK- COMMERCIAL & STUCCO WRAP WATER RESISTIVE (WRB) BARRIER AND INTER- PROVIDE WATERPROOF BASE COAT (STO FLEXAL OR EQUAL) AT ALL HORIZONTAL STUCCO SURFACES- PARAPETS, ELEC. METER COVERS, ETC. USE EXPANDED METAL LATH AT STUCCO SOFFITS
D. ALL DOOR AND WINDOW GLAZING TO BE CLEAR OR TINTED GREY-NEUTRAL
E. STUCCO COLORS – AS NOTED
STUCCO COLOR "SC1" - ZONA ROSA

STUCCO COLOR "SC1" - ZONA ROSA

STATE OF NEW MEXICO
THOMAS GIFFORD
NO. 004057
REGISTERED ARCHITECT
10.10.24

DATE: 10 OCTOBER 2024 / 13 FEBRUARY 2025 / 1 MAY 2025 / 1 JUL 2025 / 12 AUG 2025
REVISIONS: 1 / 2 / 3 / 4

SHEET TITLE:
BLDG TYPE L EXTERIOR ELEVATIONS

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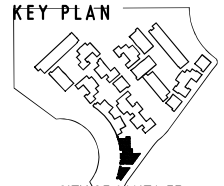
KEY PLAN



JURISDICTION:	CITY OF SANTA FE
PROJECT NAME:	ZORRO BLANCO
DRAWING TYPE:	EXTERIOR ELEVATION
DRAWING DATE:	12 AUGUST 2025
SHEET NUMBER:	AL_201

PLAZA CENTRAL
zorro blanco, llc
7295 PLAZA CENTRAL, SANTA FE, NEW MEXICO 87508

THOMAS GIFFORD ARCHITECT
ARCHITECTURE URBAN DESIGN
1709 Paseo de Peralta, Santa Fe, New Mexico 87501
tel 505.690.6868 email tom@thomasgiffordarchitect.com

AL_201

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City of Santa Fe, New Mexico

Attachment C

Applicant Submittals and Development Plan

13. Affordable Housing Correspondence

SOMMER KARNES & ASSOCIATES LLP

Mailing Address
Post Office Box 2476
Santa Fe, New Mexico 87504-2476

Street Address
125 Lincoln Ave
Suite 221
Santa Fe, NM 87501

Telephone:(505) 989-3800
Facsimile:(505) 288-3601

Karl H. Sommer, Attorney at Law
khs@sommerkarnes.com
Joseph M. Karnes, Attorney at Law
jmk@sommerkarnes.com

John R. Fox Attorney at Law
johnf@sommerkarnes.com
Of Counsel

February 14, 2025

Board of Directors
Tierra Contenta Corporation
c/o Lisa Gavioli
Project Manager | NV5
1807 Second Street, Ste. 40
Santa Fe, NM 87505

Re:	Project:	"Zorro Blanco"
	Owner:	ZYDECO TCVP LAND LLC
	Address:	7205 Plaza Central, Santa Fe, New Mexico 87507
	No. Units:	164 Market Rate Rental Units
	Legal Description:	TIERRA CONTENTA VILLAGE PLAZA S/D PHASE 2-C, LOT 10

Dear Members of the Board of Directors:

This firm represents ZYDECO TCVP LAND LLC ("Zydeco"), which company has applied for a development plan approval from the City of Santa Fe Planning Commission for a 164-unit multifamily residential apartment complex ("Zorro Blanco"). The Architectural Review Committee of the Tierra Contenta Corporation ("TCC-ARC") reviewed and approved the Zorro Blanco development on December 17, 2024. Zydeco must comply with the affordable housing requirements as set by Tierra Contenta Corporation Board of Directors (the "Board"). We submit this letter application for the Board's consideration of an alternative means of compliance with the affordable housing requirements for Zorro Blanco.

Zydeco proposes to donate a parcel of land in lieu of providing on-site affordable rental units, which donation would be to a qualified and experienced non-profit company that would undertake to develop the parcel into twelve (12) affordable housing units for sale to qualified home buyers. Here are the specifics of the proposal:

1. **Land to be Donated**: Zydeco would create a .689 acre parcel adjacent to Zorro Blanco.

2. **Description of Units:** The parcel will accommodate twelve (12) fee simple units having three bedrooms, a single car garage, and approximately 1,800 square feet per unit, front yards, an exterior deck, as well as required on-site parking (in addition to garages), and required open space.

3. **Partner:** Zydeco is in communication and negotiations with several local non-profit home builders, one of which would take the land and enter into agreements to complete the buildout and meeting the affordable housing standards for income qualified families. Zydeco's desire is to partner with a non-profit serving families at sixty percent of the Area Median Income. As the Board is aware, affordable housing for such families is not generally available in Santa Fe.

4. **Aspects of the Plan**: Attached are graphic depictions of the proposed affordable housing, including (a) Site Plan, (b) Renderings of the buildings, and (c) Floor Plans for all three (3) levels of the Units. The proposed site is located astride Plaza Central and just south of the Zorro Blanco multifamily development and leverages an existing curb cut for access, existing street infrastructure, and existing utilities, which are or will be brought to the property line. The site is suitable for residential development and does not possess any environmental challenges, such as slope or sensitive terrain. The site has been graded. A recent traffic study considered an additional twenty-five (25) units to the multifamily development traffic study, which concluded there would be no negative impact on the traffic. Additionally, the subject site is well situated to take advantage of the full benefits of future retail development, per the Tierra Contenta master plan.

We believe that this alternative means of compliance is in keeping with and best serves Tierra Contenta's overall mission and purpose to provide affordable housing of all types to the families most in need of housing. Additionally, Zydeco would be amenable to providing a partial "fee in lieu" to provide additional housing resources, which partial "fee in lieu" would be in addition to the proposed donation of land. If the Board finds that the proposal is not acceptable, Zydeco proposes to pay the "fee in lieu" required by the City's Santa Fe Homes Program. Attached is a form for a "fee in lieu" provided by the City of Santa Fe pursuant to which any "fee in lieu" would be made. By separate correspondence, I will provide a link to a Dropbox containing all of the submittals made to the City of Santa Fe for the application for a development plan approval.

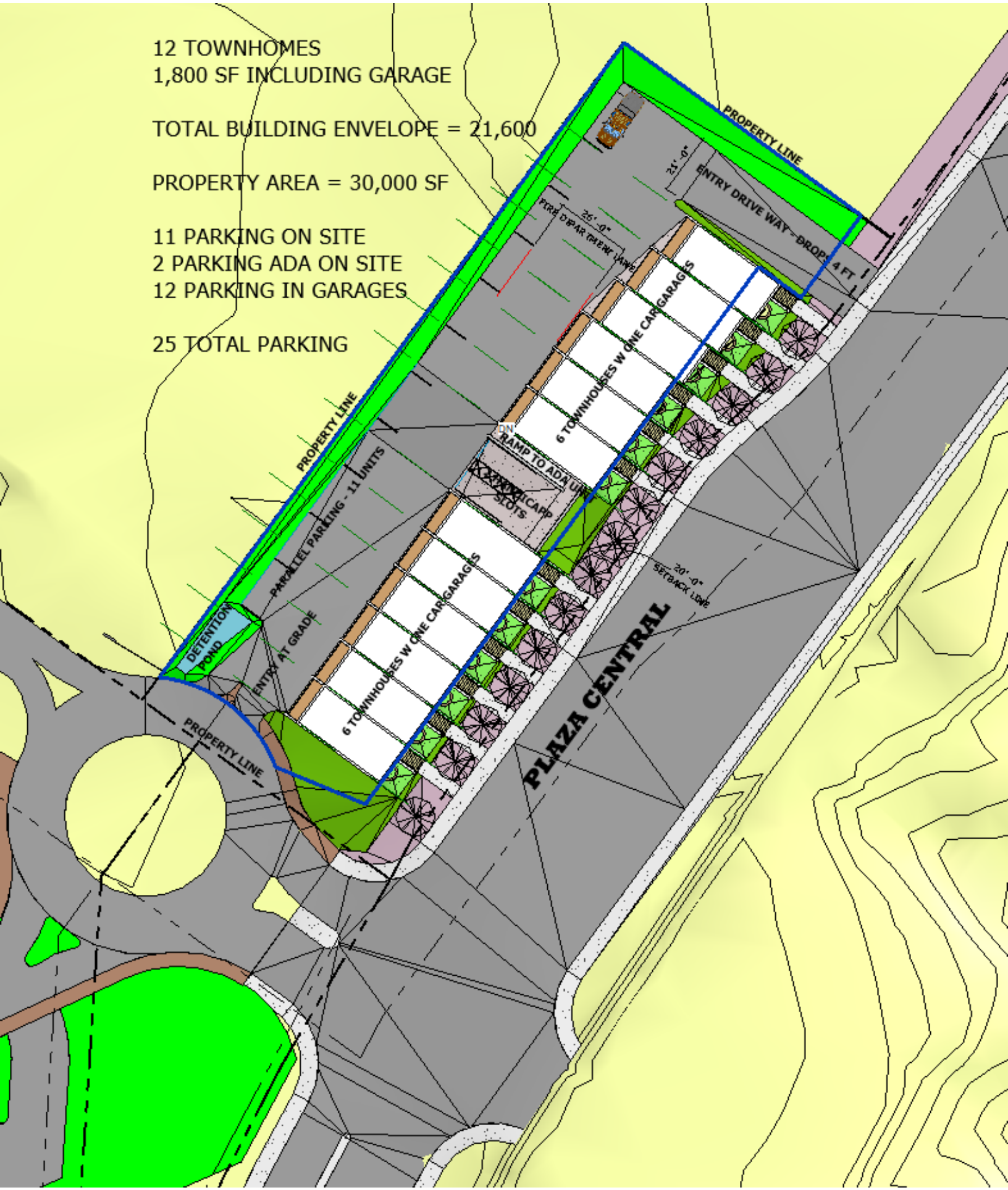
We understand that the Board meets virtually. Please give us the date for the Board meeting and let us know if more information is needed at this time.

Sincerely,



Karl H. Sommer

cc: Zydeco TCVP
Daniel Alvarado, City Staff


12 TOWNHOMES
1,800 SF INCLUDING GARAGE
TOTAL BUILDING ENVELOPE = 21,600
PROPERTY AREA = 30,000 SF
11 PARKING ON SITE
2 PARKING ADA ON SITE
12 PARKING IN GARAGES
25 TOTAL PARKING
PROPERTY LINE
ENTRY DRIVE WAY - DROP 4 FT
25' -0"
FIRE DEPARTMENT LANE
6 TOWNHOUSES W ONE CARGARAGES
RAMP TO ADA UNIT
HANDICAPP SLOTS
PARALLEL PARKING - 11 UNITS
DETENTION POND
ENTRY AT GRADE
PROPERTY LINE
6 TOWNHOUSES W ONE CARGARAGES
20' -0"
SETBACK LINE
PLAZA CENTRAL

CITY OF SANTA FE
SANTA FE HOMES PROGRAM
FEE-IN-LIEU OF RENTAL AGREEMENT

"Zorro Blanco"
***7205 Plaza Central,* Santa Fe, New Mexico**

This Santa Fe Homes Program ("SFHP") Agreement ("Agreement") is made and entered into this _____ day of _____, 2025, by and between the City of Santa Fe, New Mexico, a New Mexico Municipal Corporation ("City") and Zydeco TCVP Land, LLC, a New Mexico limited liability company ("SFHP Developer").

RECITALS

A. **WHEREAS**, the City has duly adopted the Santa Fe Homes Program and administrative procedures (collectively, the "SFHP") and other regulatory structures in order to ensure that private development bears its fair share of the burden of housing affordability in the Santa Fe community.

B. **WHEREAS**, in accordance with the requirements of the SFHP, the SFHP Developer has submitted an SFHP proposal ("SFHP Proposal"), which provides the procedural pre-requisite for this Agreement;

C. **WHEREAS**, the SFHP Developer is the developer of Zorro Blanco, and in its SFHP Proposal, the SFHP Developer has proposed to develop the property as described in the document attached hereto as **Exhibit 1** (development plan), incorporated herein by reference, and hereinafter referred to as the "Property".

D. **WHEREAS**, the SFHP Developer desires to develop the Property subject to and upon the terms and conditions hereinafter set forth and in compliance with Sections 14-9.11 and 26-1 *et seq.* Santa Fe City Code (SFCC) 1987.

E. **WHEREAS**, pursuant to Ordinance 2016-09, the Governing Body approved amending the Santa Fe Homes Program requirement to allow developers of rental housing to pay a fee-in-lieu instead of seeking an alternate means of compliance. Incentives for SFHP developers, as set forth in subsection 14-8.11 SFCC 1987, will not be available for these projects.

F. **WHEREAS**, it is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises, the following agreements and undertakings of the parties, the City and the SFHP Developer, for themselves and their heirs, successors and assigns, hereby agree to be bound by the following terms in order to ensure SFHP compliance, and hereby agree as follows:

1. DEVELOPMENT REQUEST

A. SFHP Developer is in the process of receiving final development plan approval to build 165 rental units, priced at market rates.

B. The Developer agrees to comply with the Santa Fe Homes Program Ordinance through the payment of a fee, established on an "affordability gap" measure as per SFHP Administrative Procedures.

2. OBLIGATIONS

A. No SFHP Homes Required. Because the project meets the criteria outlined in Ordinance 2016-09, the SFHP does not require construction of any SFHP Homes on-site.

B. Fee Agreement. The SFHP Developer agrees to make a payment of **$###,###** (the SFHP Payment), as calculated pursuant to the SFHP and as described in **Exhibit 2**. The payment shall be made payable to the City of Santa Fe and dedicated to the Affordable Housing Trust Fund (AHTF). The fee revenues will be used to provide tenant based, scattered site rental assistance to income-qualified renters or to provide capital support for an off-site affordable rental housing project.

C. Payment Deadline. The amount set forth in paragraph 2.B above shall be made to the City's Office of Affordable Housing as follows:

1) The amount due will be calculated according to the SFHP pricing schedule in place when payment is made. The full payment is due at the time of building permit application.

2) If none of the previous documents are required, a copy of this Agreement and a receipt that the fee has been paid shall be included with the application for a building permit.

3. ENFORCEMENT

A. Remedies. Failure to make the full payment required under this agreement by the time of building permit issuance will result in any or all of the following sanctions, depending upon which the Office of Affordable Housing judges to be the most effective and appropriate given the circumstances:

a) Withholding the recording of plats or plans,

b) Withholding or revoking building permits,

c) Issuing stop work orders, and

d) Withholding or revoking certificates of occupancy.

B. Other Remedies Available. It is understood and agreed by the SFHP Developer that the remedies provided under Section 4.1 of this Agreement are non-exclusive. This Agreement shall not restrict the City's recourse to any remedy available under the law including, but not limited to, liens and litigation.

C. Notice. The City agrees to provide written notice pursuant to the SFHP of any violation or alleged violation of the terms and conditions of this Agreement. The SFHP Developer will give the City written notice of any violation or alleged violation of the terms and conditions of this Agreement. Both parties will give the other party thirty days to cure any violation or alleged violation of this Agreement.

City of Santa Fe:
Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909

SFHP Developer:
Zydeco TCVP Land, LLC
428 Sandoval St.
Santa Fe, NM 87501

4 SUCCESSORS IN TITLE/COVENANTS TO RUN

In the event that SFHP Developer sells, assigns, leases, conveys, mortgages, or encumbers the Property to any third party, the third party shall be provided with a copy of this Agreement and shall be required to comply with this Agreement. The terms and conditions of this Agreement run with the land and are binding upon all heirs, successors, and assigns.

5. RECORDATION

The SFHP Developer agrees to put into escrow a check payable to the Santa Fe County Clerk's office to pay for recording this Agreement in the amount of $25.00. The City will record the Agreement within ten days after the date of the last signature obtained unless the SFHP Developer pays in full the required SFHP Payment. If paid in full, the City will not record the Agreement and will return the check.

6. CITY'S ZONING AUTHORITY UNIMPAIRED

The City's rights to enforce any and all provisions of the Santa Fe City Code shall be the same as its rights generally to enforce any other ordinance, which shall in no way be diminished by this Agreement. The SFHP Developer acknowledges that this Agreement is included within the zoning authority and charter authority of the City, which is, and is hereby, accepted by the SFHP Developer as a sufficient but additional basis for this Agreement.

7. CAPTIONS

The captions and paragraph headings of this Agreement are not necessarily descriptive or intended or represented to be descriptive, of all the provisions thereunder, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement.

8. FURTHER ASSURANCES

The parties agree to execute such documents as may be required to show the satisfactory compliance with SFHP Ordinance (SFCC 26-1) and this Agreement.

9. SEVERABILITY

If any provision of this Agreement, or the application of such provisions to any person or circumstances, shall be held invalid, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

10. NO WAIVER

No actions taken by the parties following a breach of any of the terms contained in this Agreement shall be construed to be a waiver of any claim or consent to any succeeding breach of the same or any other term.

11. NUMBERS AND GENDERS

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

12. GOVERNING LAW; VENUE; INTERPRETATION

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

This Agreement shall be enforceable according to its terms and New Mexico law. This Agreement is subject to the general principles of equity, fairness and reasonableness irrespective of whether such enforcement or interpretation is considered in a proceeding at equity or in law and shall be construed according to its purpose of fostering and preserving affordable housing. Any benefit to private parties arising under this Agreement is purely incidental to the purpose of creating affordable housing.

13. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not relieve the SFHP Developer from complying with present or future City ordinances, duly adopted resolutions, or regulations applicable to the development.

14. AMENDMENTS

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto. Any amendments to this Agreement shall be reviewed by the Office of Affordable Housing and sent, if applicable, to the appropriate review body as set forth in

the SFHP Ordinance and then to the City Manager for approval.

15. TERM

This Agreement shall remain in force until the full payment of the SFHP Payment obligation set forth herein.

16. PUBLIC PURPOSE

The City declares, and the SFHP Developer acknowledges, that this Agreement as well as all restrictions contained in this Agreement are for public purposes.

WHEREFORE, the parties set their hands and seals this ____day of _____, 2025.

ATTEST:

_____

GERALYN CARDENAS,
INTERIM CITY CLERK

CITY OF SANTA FE:

_____

CITY MANAGER

APPROVED AS TO FORM:

_____

ASSISTANT CITY ATTORNEY

CITY OF SANTA FE:

_____

EMILY OSTER,
FINANCE DIRECTOR

Zydeco TCVP Land, LLC

By:_____
Richard Yates

Its: Manager

ACKNOWLEDGEMENTS

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

The foregoing instrument was acknowledged before me this ____day of _____, _____, by_____.

_____

NOTARY PUBLIC

My Commission Expires:

_____

Attach: Exhibit 1 - Development plan
Exhibit 2 – SFHP Pricing & Rental schedule

EXHIBIT 2

SFHP RENTAL UNIT CALCULATION WORKSHEET

The project has C-1 zoning district, permitting 165 units with applicable 15% density bonus. The project has an area of approximately 6.9 acres. The project is proposing 165 rental homes; 11 studio, 93 one-bedroom units, 59 two-bedroom units, and 2 three-bedroom units. There **are not** additional land use requirements for this site as identified in Ch. 14.

The SFHP requirement is calculated below:

= Total # of units multiplied by (0.15) = the # of SFHP rental units required
= 165 total units x 0.15 = 24.75 SFHP unit(s) is/are required.

In lieu of providing affordable rental units, the Developer proposes to comply with SFHP through the payment of a fee as per Ordinance 2016-09.

2024 Affordability Gap Voucher

	HUD FMR	SFHP Avg	Base Gap	Base Gap before 6/30/23	Base Gap as of 7/1/24
Studio	$ 1,171	$ 764	$ 396	$ 714	$ 793
1 BR	$ 1,317	$ 764	$ 542	$ 976	$ 1,085
2 BR	$ 1,535	$ 885	$ 650	$ 1,170	$ 1,300
3 BR	$ 1,960	$ 1,005	$ 955	$ 1,719	$ 1,911
4 BR	$ 2,044	$ 1,137	$ 907	$ 1,632	$ 1,814

Proposed Project

Unit Type	% of Total	# of Units
Studio	6.67%	11
1 BR	56.36%	93
2 BR	35.76%	59
3 BR	1.21%	2
	100%	

Steps for Calculation

1. enter # of each unit type
2. multiply # of units by 15%
3. multiply # of affordable units by fee/unit/month
4. multiply fee/month by 24 (months) = Project Fee
5. Sum Project Fee to get Total Project Fee

2024 Affordability Gap Voucher Calculation

Bedrooms	# Units	Aff'd Units	Fee/Unit	Total Fee	Fee After 7/1/24
Studio	11	1.65#	$ 714	$ 28,274.40	$31,402.80
1	93	13.95#	$ 976	$ 326,764.80	$363,258
2	59	8.85#	$ 1,170	$ 248,508.00	$276,120
3	2	0.3#	$ 1,719	$ 12,376.80	$13,759.20
	165	**24.75**		**$ 615,923**	**$684,540**

Total Fee = $684,540 **Fee per market rate unit = $4,179**

NOTE: *The rental fee schedule is modified by the City according to Section 8.7.3 of the SFHP Administrative Procedures to reflect annual changes in the median income levels. The current SFHP prices that are in effect at the time the SFHP fees are paid determines the actual amount of the fee. The prices are updated annually.*

Tierra Contenta

April 29, 2025

Zydeco TCVP Land LLC
c/o Karl Sommer
Sommer Karnes & Associates LLP
PO Box 2476
Santa Fe, NM 87504-2476

RE: Response to Zorro Blanco Affordable Housing Proposal

Dear Karl and Zydeco Development Team,

Thank you for your continued engagement with the Tierra Contenta Corporation. The Board appreciates Zydeco's willingness to explore alternative-compliance pathways and recognizes the project's potential contribution to Santa Fe's housing inventory.

After carefully reviewing your March 14, 2025, cash-in-lieu offer of $684,619.20, the Board has unanimously determined that the proposal does not satisfy TCC's affordability aspirations or community benefit standards and cannot be accepted. Below, we'd like to review and invite further collaboration to explore possible alternatives.

TCC's 40% Affordability. Tierra Contenta's annexation agreement has 40% affordability community-wide, far exceeding the City of Santa Fe's 15% minimum. Accepting a fee aligned with the City's lower standard would undermine our mission to serve Santa Fe's workforce and families equitably. TCC's master plan calls for roughly 40 percent of all homes in the community to be affordable. A fee keyed to the City's 15 percent minimum falls well short of that target.

Tangible Housing Production/ Need for Actual Homes. Alternatives are welcome, especially if they result in tangible new affordable units—either on the *Zorro Blanco* site or elsewhere where construction is assured.

Board's Willingness to Consider a Stronger Package. The Board remains open to alternatives. We invite Zydeco to resubmit a revised proposal. TCC and our technical advisors are prepared to review potential parcels, infrastructure scenarios, or other creative solutions that can credibly deliver additional affordable homes. We liked the spirit of donating land to Habitat for Humanity, yet the parcel offered was too small and lacked a clear path to homes on the ground.

We remain open to stronger ideas, for example:

1. *A larger—or more build-ready—parcel (on-site or off-site) donated to a qualified nonprofit builder that commits to delivering homes.*
2. *In-kind work that lowers the cost of producing affordable units (infrastructure, park improvements, trail connections, etc.).*
3. *A higher fee that reflects the gap between 15 percent and our 40 percent community goal, with funds earmarked for unit production.*
4. *A mixed approach combining land, in-kind improvements, and/or a supplemental fee.*

Next Steps. Please submit a revised affordable-housing compliance plan by the 20th of the Month so that the Board may place it on the agenda for the next month's meeting. We encourage you to coordinate with Lisa Gavioli of NV5. We value Zydeco's interest in developing within Tierra Contenta. We remain optimistic that we can achieve a solution that advances both the Zorro Blanco project and the community's long-term affordability objectives.

Sincerely,



Alexandra Ladd, Board Chair
Tierra Contenta Corporation

SOMMER KARNES & ASSOCIATES LLP

Mailing Address
Post Office Box 2476
Santa Fe, New Mexico 87504-2476

Street Address
125 Lincoln Ave
Suite 221
Santa Fe, NM 87501

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John R. Fox Attorney at Law
johnf@sommerkarnes.com
Of Counsel

May 8, 2025

VIA EMAIL TO: lisa.gavioli@nv5.com

Tierra Contenta Corporation ("TCC")
Board of Directors
c/o Lisa Gavioli, AICP
Senior Project Manager
NV5
1807 Second Street, Ste. 40
Santa Fe, NM 87505

Re: Zorro Blanco
Proposed 165 Apartment Project
Parcels Zoned C-1
7205 Plaza Central
Santa Fe, N.M.
Owner: TCVP LLC

Dear Members of the Board:

We received Ms. Ladd's letter of April 29, 2025, with the Board's response to TCVP LLC's proposal to provide affordable housing or a fee in lieu of for our apartment project, Zorro Blanco. Thank you for your time in reviewing our proposals.

Our application for development plan approval was submitted in October 2024 to the Planning Department of Santa Fe with required documents for approval or denial by the City of Santa Fe Planning Commission. In the initial submittal, TCVP elected to pay a "fee in lieu" to meet the requirements of the Santa Fe Homes Program. Since the property resides in the Tierra Contenta PUD, we could not get clarification from the City of Santa Fe about the affordable housing requirements for this parcel. Our inquiries were met with inconsistent answers. Early in our inquiries, City Staff indicated we had to comply with the Santa Fe Homes Program. After months of inquiry, we were told that the Restated Annexation Agreement for Tierra Contenta (recorded 12/13/94 at Book 1122, Page 756) (the "Annexation Agreement") obligated TCC to certain affordability standards which exempted lands within Tierra Contenta from the Santa Fe Homes Program under Section 26-1.8B.1 of the Code[1]. We were instructed that the Annexation

[1] Section 26-1.8B.1 of the Santa Fe Homes Program does not apply to "a development or portion thereof

Agreement provides TCC with jurisdiction and the authority to impose affordable housing requirements on residential projects. However, the Annexation Agreement does not impose specific affordable housing requirements on any particular applicant or parcel of land, i.e., there is no 40% affordability on all housing projects. Rather, TCC agreed (in the Annexation Agreement) to maintain 40% affordability *across the totality of 3,700 planned residential units*.

In a meeting on May 21, 2021, with Daniel Werwath, the previous Executive Director of TCC, Mr. Werwath confirmed that TCC accepted projects that went from 100% to 0% affordable units and had accomplished or exceeded the 40% mandate for affordability for Phase 1 and Phase 2. Historically, TCC imposes requirements on an *ad hoc* basis. It is not clear to us what mechanism is utilized to impose the affordability requirements on other properties, i.e., affordable housing agreements, covenants, etc.

The TCVP property was shown as commercial in the 2005 Master Plan and must not have been contemplated as contributing any housing to TCC's 40% obligation. The land was sold to Commercial Center @599, Inc in 2010 and was annexed and zoned for commercial uses. If housing had been contemplated, TCC would presumably have sold the property with a covenant or other written agreement requiring any housing to meet TCC's affordable mandate. If TCC has met its 40% overall affordability mandate, we wonder why the TCVP property is subject to any affordability requirement. No restrictive covenants or other agreements were imposed when TCC sold the TCVP property.

We have concluded that the Annexation Agreement imposes a general requirement upon TCC to ensure that the 40% affordability be maintained on the residential uses. The imposition is upon TCC, and TCC was in a legal position to impose the requirements on the landowners to whom property was sold. The Annexation Agreement did not vest TCC with the ability to impose requirements on properties after it sold properties, no matter how TCC operated in the past. The Annexation Agreement does not vest – nor could it vest – the power to TCC to make zoning exactions (like affordable housing) during a development approval process. Only the City of Santa Fe has that authority, which it exercised when it enacted the Santa Fe Homes Program. Again, TCC has the authority to impose requirements only when it sells properties in Tierra Contenta in order to meet its obligations under the Annexation Agreement. The Annexation Agreement's requirements for affordable housing are expressly between the City and TCC; it does not require any particular property owners who buy from TCC to do anything after the sale. Therefore, it is our opinion that the TCVP property is not subject to an agreement that would exempt it from the Santa Fe Homes Program and that the

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that is subject to any formal, written, and binding agreement entered into prior to August 15, 2005, with the city or Santa Fe County in which the signatories agreed to provide affordable housing or payment in lieu thereof", and we were told the Restated Annexation Agreement qualifies as such a prior existing agreement.

strictures of the Santa Fe Homes Program apply to the TCVP development plan application.

TCVP has expended a significant sum in the development approval process, and TCVP is prepared to test the legal authority of TCC to impose an affordable housing requirement on property it has sold without an affordable covenant. The proposed requirements beyond those required by the Santa Fe Homes Program has jeopardized the project's viability.

TCVP is willing to proceed with its proposal of March 14, 2025, to pay TCC an affordable housing fee in the amount $ $684,619.20 for the project and forego the challenge to TCC's authority (assuming the City of Santa Fe accepts the agreement between TCC and TCVP as meeting the affordable housing requirements for the TCVP property.) The $684,619.20 represents the fee that would be paid under the Santa Fe Homes Program. We prefer to see TCC receive the "fee in lieu of" rather than the City of Santa Fe, which will be the result should our position regarding TCC's authority prove correct, or the project is abandoned.

We will appreciate your reply by May 16, 2025. If we are unable to agree by that time, TCVP will have to press the challenge outlined above and request that its project proceed before the City Planning Commission.

Thank you for your prompt attention to this matter.

Sincerely,



Karl H. Sommer

cc: TCVP, LLC

Tierra Contenta

May 15, 2025

Zydeco TCVP Land LLC
c/o Karl Sommer
Sommer Karnes & Associates LLP
PO Box 2476
Santa Fe, NM 87504-2476

RE: Response regarding Zorro Blanco "fee in lieu" proposal

Dear Karl and Zydeco TCVP Development Team,

In response to your letter dated May 8, 2025, the Tierra Contenta Corporation Board of Directors has determined to accept your offer to pay TCC an affordable housing fee in the amount of $684,619.20 for the Zorro Blanco project, in lieu of providing affordable housing units.

The Tierra Contenta Corporation acknowledges that Tract 51 was originally designated as "Office/Business Incubator" and was contemplated as part of a Village Center in the Tierra Contenta Master Plan and Restated Annexation Agreement (1994). When the tract was sold, non-residential uses were likely still anticipated for this tract, and as a result it is assumed that no affordable housing requirements were discussed. Since that time in response to market demand and Santa Fe's deepening housing crisis, residential uses have been planned for Tract 51, including the proposed Zorro Blanco development.

TCC accepts Zydeco TCVP's affordable housing fee offer, which is equivalent to the fee-in-lieu option as an alternative means of compliance required by the Santa Fe Homes Program for multifamily developments. As the TCC Board has had additional time to consider the offer, we feel it represents an effort by Zydeco TCVP to meet the spirit of the Tierra Contenta Annexation Agreement and Master Plan and to exceed the affordable housing requirements that were originally contemplated for Tract 51 when it was anticipated to be non-residential in use.

Again, we value Zydeco's interest in developing within Tierra Contenta, and we feel that this solution allows for the Tierra Contenta Master Plan and Annexation Agreement obligations to be met, for TCC to further its mission, and for the Zorro Blanco project to progress.

Sincerely,

Alexandra Ladd

Alexandra Ladd, Board Chair
Tierra Contenta Corporation

Tierra Contenta

August 7, 2025

Heather Lamboy, Director
Dan Esquibel, Current Planning Division Manager
Alexa Hempel, Senior Planner
Planning and Land Use Department
City of Santa Fe
Delivered via email to: hllamboy@santafenm.gov, daesquibel@santafenm.gov, anhempel@santafenm.gov

RE: Affordable Housing Fee In-Lieu for proposed Zorro Blanco Development

Dear Heather, Dan, and Alexa,

On behalf of the Tierra Contenta Corporation (TCC), we thank you for your dedication to expanding housing opportunities in Santa Fe. As longtime partners in this work, we recognize the complex balancing act that staff must perform—between housing supply, community expectations, planning horizons, and resource allocation. We are writing today to express concerns over the proposed Zorro Blanco development proposal and to make a request.

In reviewing the staff report and application materials for the proposed Zorro Blanco development, which is slated for review by the Planning Commission this evening, we noted that there is no affordable housing proposal or draft affordable housing agreement included. Further, the staff report references that the Santa Fe Homes Program does not apply to the development and that instead the tract is subject to the Tierra Contenta Annexation Agreement and affordable housing provisions therein but does not indicate how the development complies with these.

We respectfully disagree with the City's conclusion that affordable housing requirements don't apply to this parcel. Over nearly a year, TCC has been in communication with Zydeco TCVP Land, LLC (the Applicant). During this time, the Tierra Contenta Architectural Review Committee voted to approve the design of the project and the Board of Directors negotiated with the Developer to ensure compliance with affordable housing requirements. The outcome of such negotiations was that the Applicant would pay a fee-in-lieu of setting aside rent-restricted units. This fee would be calculated according to the City's inclusionary zoning requirement (the Santa Fe Homes Program – SFHP – SFCC 26-1.22(B)). The Developer agreed to pay the in-lieu fee and it was the Board's understanding that this requirement would be executed by the City and the fee deposited into the Affordable Housing Trust Fund.

While the SFHP would not typically apply in Tierra Contenta, the Board concluded that the SFHP requirement was triggered at the time the parcel was rezoned for residential uses, as described in SFCC Chapter 14(D)1. This trigger was not enforced at the time of rezoning and so the Board proceeded to negotiate compliance, according to the SFHP. That said, we respectfully request that the Planning Commission declare that the SFHP applies to this project as a condition of approval. The terms of this approval are mutually agreed upon by the Applicant and TCC. The Board also requests that said fee be earmarked for use in Tierra Contenta as a priority in the next AHTF application cycle.

This approach (following the competitive AHTF process) would yield a high-impact outcome aligned with both City goals and community needs. An in-lieu fee paid by the Applicant would strengthen the City's ability to maintain momentum on key infrastructure and affordability goals, especially for the remaining development tracts in Tierra Contenta, which currently lack critical infrastructure. It would also demonstrate a commitment to continuity—building on existing community trust, public investment, and the decades-long effort to make Tierra Contenta a model for inclusive and sustainable growth.

Importantly, this request does not seek to alter the City's procedures, but rather to make efficient and meaningful use of funds in a place already primed for success. The City, Homewise, and TCC each have a stake in ensuring the next and final chapter of development in Tierra Contenta delivers not only housing units, but a strong, connected neighborhood that reflects the full cultural and economic fabric of Santa Fe.

The TCC Board has unanimously voted to support this request. We appreciate your consideration and stand ready to collaborate on any follow-up needed to move this forward.

Sincerely,

Alexandra Ladd

Alexandra Ladd, Chair
Tierra Contenta Corporation Board of Directors

cc. Elisa Montoya, Community Development Director
Johanna Nelson, Acting Affordable Housing Director

City of Santa Fe, New Mexico

Attachment C

Applicant Submittals and Development Plan

14. Letter Ackowledging Lot Size Change

July 25, 2025

VIA HAND DELIVERY

City of Santa Fe
Planning and Land Use Department
c/o Alexa Hempel
Senior Planner
200 Lincoln Avenue
Santa Fe, NM 87501

Re:	Project:	"Zorro Blanco"
	Owner:	ZYDECO TCVP LAND LLC
	Address:	7205 Plaza Central, Santa Fe, New Mexico 87507
	No. Units:	165 Market Rate Rental Units
	Legal Description:	TIERRA CONTENTA VILLAGE PLAZA S/D PHASE 2-C, LOT 10

Dear Ms. Hempel,

Pursuant to your request, ZYDECO TCVP LAND, LLC ("**Owner**") hereby submits this letter affidavit to confirm the following commitments related to the above-referenced Development Plan Application.

In light of the City of Santa Fe's recent legal determination that the proposed development is not subject to the City's Santa Fe Homes Program ("SFHP") and, therefore, is not eligible for the associated "density bonus" afforded to developments governed by the SFHP, the Owner makes the following commitments:

1. **Density Compliance:** In order to maintain the proposed unit count of 165 units, the Owner will add one (1) acre of land to the subject property to ensure compliance with the R-21 density standards set forth by the City of Santa Fe.

2. **Amendment to Site Plan:** The Owner agrees to a Condition of Approval for the Development Plan, requiring amendment of the Site Plan drawings to reflect the additional acreage. This amendment will be completed prior to recordation of the final development plan.

7/29/25

Thank you for your attention and assistance in this matter.

Sincerely,

Zydeco TCVP Land, LLC,
a New Mexico limited liability company

By: _____
Richard Yates
Its Manager

SUSCRIBED AND SWORN TO before me by Richard Yates, in his capacity as Manager of Zydeco TCVP Land, LLC, a New Mexico limited liability company this 25 day of July 2025.

_____
Notarial Officer

BRANDY GARCIA
Notary Public
State of New Mexico
Comm. # 2006615
My Comm. Exp. Jun 26, 2029

7/25/25 RY.

Scanned with CamScanner

City of Santa Fe, New Mexico

Attachment D
Tierra Contenta Annexation Agreement

1. Restated Annexation Agreement
2. Tierra Contenta Revised Annexation Agreement and Master Plan 1993 Sheets

RESTATED ANNEXATION AGREEMENT
TIERRA CONTENTA, WOLGAMOOD SUBDIVISION
AND CONTIGUOUS LANDS (EAST)

1122756

This Restated Annexation Agreement ("Agreement") is made and entered into by and between the City of Santa Fe, New Mexico, a New Mexico municipal corporation ("City"), Tierra Contenta Corporation, a New Mexico non-profit corporation, ("Tierra"), Elisia Partnership, a New Mexico general partnership ("Elisia"), Kenneth Prater ("Prater"), New Mexico School for the Deaf ("School for the Deaf"), Santa Fe Board of Education ("Board of Education"), Herrera Associates, a New Mexico general partnership ("Herrera"), and Dr. Joe L. Hernandez, ("Hernandez"). Tierra, Elisia, Prater, School for the Deaf, Board of Education, Herrera and Hernandez, are hereinafter sometimes collectively referred to as "Landowners." This Agreement shall be effective as of the date set forth in paragraph 27 ("Effective Date").

RECITALS

A. Landowners are the collective owner of certain real property in Santa Fe County, New Mexico consisting of approximately 1,421 acres of land situate in Township 16 North, Ranges 8E and 9E, as more fully described on Exhibit 1 attached (the "Property").

B. On November 1985, the Governing Body adopted Resolution No. 1985-107 amending the Santa Fe Urban Area General Plan pursuant to Case # 1985-32 and Ordinance No. 1985-58, thereby annexing the Property to the City under the terms and conditions of an annexation agreement ("Original Annexation Agreement"). The Original Annexation Agreement, dated November 5, 1985, was approved by the Landowners and the City and filed for record in Book 544 at page 530, records of Santa Fe County, New Mexico.

C. Pursuant to Ordinance No. 1985-59, approximately 1,391 acres of the Property owned by Tierra, School for the Deaf, Santa Fe Board of Education, Elisia and Prater were rezoned from a "R-1 Residential District" ("R-1") to "PRC Planned Residential Community" ("PRC"), now governed by §14-31 SFCC (1987), pursuant to a master plan ("Original Master Plan") approved by the City and the Landowners.

D. Those portions of the Property owned by Herrera and Hernandez ("Adjoining Owners") remained zoned as R-1 and are now governed by §14-17 SFCC (1987). An application for rezoning is concurrently under consideration by the City, and, prior to the Effective Date of this Agreement these properties may have been rezoned by the City.

E. It is the intention of the parties to this Agreement that the Original Annexation Agreement and Original Master Plan shall be superseded in their entirety and that this Agreement and attached exhibits shall substituted therefor, and further, that the Original Annexation Agreement and Original Master Plan shall be deemed to be of no further force and effect and shall not be binding upon any owner of any portion of the Property.

F. Certain provisions of this Agreement shall apply only to the properties owned by Tierra, Elisia, Prater, Board of Education, and the successors and assigns of the School for the Deaf, excluding any successor or assign that is a state or local governmental entity or agency governed by restrictions set forth in the New Mexico Constitution ("NMSD Assigns"). Collectively Tierra, Elisia, Prater, the Board of Education and NMSD Assigns are identified as the "PRC Owners".

1122757

G. The City approved this Agreement in a duly called meeting on February 23, 1994.

AGREEMENTS

NOW, THEREFORE, in consideration of the premises, the following agreements and undertakings, the parties incorporate the foregoing recitals and further agree as follows:

1. **ANNEXATION PLAT.** The Property, previously annexed to the City, is fully described on the annexation plat titled *Annexation Plat for Tracts 1 Thru 9, Tierra Contenta, Wolgamood Subdivision and Contiguous Lands (East) within Township 16 North, Ranges 8 & 9 East, New Mexico Principal Meridian, Santa Fe County, New Mexico, June 1985,* ("Annexation Plat") a true and correct copy of said Annexation Plat is attached hereto as Exhibit 1. The Annexation Plat complies with §14-9.6(D) SFCC (1987).

2. **THE MASTER PLAN.** Landowners have approved a revised master plan for uses of the Property and as described on the plat of survey titled *Master Plan PRC and Annexation* (the "Master Plan"). Landowners have further approved a revised phasing plan as described on the plat of survey titled *Phasing Master Plan* (the "Phasing Plan"). Both the Master Plan and Phasing Plan comply with §§14-9.6(D) SFCC (1987). True and correct copies of the Master Plan and Phasing Plan are attached as Exhibit 2.

3. **CITY APPROVAL OF MASTER PLAN AND PHASING PLAN; SUBSEQUENT APPROVALS.** The Master Plan and Phasing Plan contemplate a variety of housing types and additional commercial, institutional, industrial, and recreational land uses for the Property. The City hereby approves the Master Plan and Phasing Plan and agree that each comply with the SFCC (1987). The City agrees to approve rezonings, preliminary development plans and preliminary subdivision plats for individual tracts within the Property, provided such rezonings plats and plans conform to the Master Plan and Phasing Plan, the SFCC 1987, as amended, and the provisions of this Agreement. The City agrees to approve final development plans and final subdivision plats that substantially conform to previously approved preliminary plats and plans.

4. **MODIFICATION OF URBAN AREA GENERAL PLAN; MODIFICATION OF MASTER PLAN.**

A. The Master Plan, including its designations of the PRC district, shall become part of the Santa Fe Urban Area General Plan. Modifications of the Master Plan, including, without limitation, relocations or modifications of improvements as shown on the Master Plan, must be approved by the City, as provided below.

B. Minor relocations and modifications, such as relocation of utility lines, roadways and minor variations of the Phasing Plan, otherwise consistent with the general intent of the Master Plan, shall be approved administratively by the director of the technical review division of the City or such other division later charged with the authority to review development proposals ("Technical Review Division").1122758

C. Major modifications and relocations shall be approved by the development review committee or such other committee delegated the authority by the governing body of the City to grant final approval of final subdivision plats and final development plans ("Development Review Committee"). The determination as to whether any proposed modification is "major" or "minor" shall be made by the members of the "Development Review Team", comprised of members of City staff and the interdepartmental team charged with the responsibility to review development projects. Only major modifications to the Master Plan shall require an amendment to the Master Plan and approval by the Development Review Committee.

D. Notwithstanding the foregoing, any increase in the number of dwelling units or area of commercial use must be reviewed first by the Development Review Committee and thereafter, the Committee shall forward its recommendations to the Governing Body.

5. **DEVELOPMENT OF THE PROPERTY.**

A. The Property shall be developed in accordance with the Master Plan.

B. The Master Plan includes the following categories of land uses:

(1) Those portions of the Property owned by the PRC Owners, currently zoned as PRC, shall be developed in accordance with the PRC zoning ordinance outlined in §14-31 SFCC (1987). To the extent then required by the Santa Fe City Code, specific developments within these properties shall meet the standards for all individual tract development as required under §14-31.7 SFCC (1987), and if applicable, any ordinance governing approval of final subdivisions plats. In lieu of standards set forth in the PRC Zoning Ordinance, specific development standards that vary from the PRC Zoning Ordinance may be proposed by any PRC Owner for individual tract development within the PRC district as part of any application for preliminary and final subdivision plat approval or preliminary and final development plan approval to the Development Review Committee. Should any development standards be proposed that materially vary from the PRC development standards, the PRC Owner shall comply with the procedures for notification prior to adoption of specific design standards for each phase as set forth in Section 14-5.4(C)(2), SFCC 1987.

(2) Property currently zoned PRC and owned by the PRC Owners that is proposed on the Master Plan for a village center and office/business incubator uses shall be rezoned to a zoning district or districts that will permit use of the lands for such other uses.

(3) The use of the Adjoining Owners' properties for uses other than R-1 permitted uses shall require rezoning from R-1 to appropriate zoning districts that will permit use of these properties for the multi-family, commercial and industrial uses as such sites are shown on the Master Plan. 1122759

C. Prior to any development of any portion of the Property owned by the PRC Owners, all preliminary and final subdivision plats and preliminary and final development plans shall conform to the Master Plan, this Agreement, and the Santa Fe City Code. If such plats and plans conform to the Master Plan, this Agreement, and the Santa Fe City Code the plats and plans of the PRC Owners shall be approved by the Development Review Committee.

D. The Adjoining Owners shall develop their property in accordance with this Agreement, the Master Plan, the Santa Fe City Code, and any conditions of rezoning.

6. **PHASING.**

A. The phases currently scheduled for development of the Property by PRC Owners are set forth in the Phasing Plan. Only those portions of the Property owned by PRC Owners and subject to the PRC zoning designation are governed by the Phasing Plan. Changes in the phasing timetable may be reviewed and revised from time to time as conditions change.

B. The Schedule of Improvements for PRC Owners and Adjoining Owners is attached hereto as Exhibit 3.

C. The designated improvements for water, sanitary sewers, storm drainage, streets, dedication of parks and other items as set forth in the Master Plan shall be substantially completed by a PRC Owner, to the satisfaction of the City, for each phase within the Phasing Plan before the construction of such improvements in succeeding phases may be commenced. However, two phases may be undertaken concurrently provided that the PRC Owner can demonstrate to the City a satisfactory timetable for completion of required improvements.

D. At such time as a PRC Owner proposes a particular phase for construction, the City shall determine which improvements for water, sanitary sewers, storm water drainage, streets and dedication of parks and open space are required for that particular phase. Any PRC Owner proposing a phase to be developed shall be required to present a plan to the City which shall include plans for completion of the required improvements in that phase.

E. Any approvals required under this paragraph 6 shall be obtained as provided in paragraph 4.

7. **AFFORDABLE HOUSING.**

A. Tierra shall develop approximately forty percent (40%) of the 3,700 lots or units planned for Tierra's property for families earning at or below eighty percent (80%) of the median family income of the City and for single person households earning under one hundred percent (100%) of the City median household income. The minimum sizes and types of these affordable units in the PRC will be determined by the City and Tierra by separate agreement.

1122760

B. Affordable units in the below eighty percent (80%) of median family income category are exempt from impact fees as set forth in this Agreement.

C. The provision of affordable units shall be reviewed on a phase-by-phase basis by the City.

8. **LAND DEDICATED TO THE CITY BY TIERRA.**

A. Tierra agrees to dedicate parcels totalling approximately two hundred fourteen (214) acres of land to the City for City use as parks. The land shall be dedicated according to the Phasing Plan.

B. In addition, an estimated one hundred fourteen (114) acres will be dedicated by Tierra to the City for roadways and drainage, and 2.8 acres for community use. These dedications will occur consecutively with development and upon acceptance by the City.

C. These dedications completely fulfill and satisfy the required land dedication for parks and open space of the Santa Fe City Code and this Agreement for all development of the Tierra property.

9. **PARKS, OPEN SPACE AND OTHER DEDICATIONS.**

A. Concurrently with approval of any final development plan and prior to any development of the Property, each Landowner agrees to dedicate park land and open space to the City as shown on the Master Plan.

B. Such dedications shall be made under the following Schedule:

(1) Tierra will dedicate to the City an estimated 214 acres for parks and open space according to the Phasing Plan.

(2) Elisia agrees to dedicate to the City no less than forty-five (45) acres for park and open space the same being all of the land in the open space system and the neighborhood park (Tract 27) on the Elisia property, at the time Elisia obtains its approval of a Phase 1 final subdivision plat.

(3) The School for the Deaf, or if applicable, NMSD Assigns, agrees to dedicate to the City no less than sixty (60) acres, for park and open space, such land being described as part of the open space system during Phase 2. Such dedication will occur after the City has acquired right-of-ways for the construction of the Arroyo Chamiso bike and pedestrian trail system through the PRC Owners' properties. 1122761

(4) The Adjoining Owners agree to dedicate to the City no less than ten (10) acres in Arroyo Chamiso for park and open space, such land being described as part of the open space system Such dedication will occur after the City has acquired right-of-ways for the construction of the Arroyo Chamiso bike and pedestrian trail system through the PRC Owners' properties or application for a final development permit, whichever occurs first.

(5) The dedications described in this paragraph 9 will completely fulfill and satisfy the required land dedication for parks and open space of the Santa Fe City Code and this Agreement for all development of the School for the Deaf property, if applicable, the NMSD Assigns' property, the Elisia' property, and the Adjoining Owners' property.

C. Concurrently with submission of any preliminary development plan by a PRC Owner or in the case of an Adjoining Owner, a final development plan, and prior to development, the PRC Owner or Adjoining Owner shall contribute to the cost of the multipurpose trail system in the urban park as shown on the Master Plan. The contribution shall be based on the number of residential units approved for that owner's respective property. The cost per residential unit shall be computed by dividing the total cost of the trail system by the total number of residential units approved in the Master Plan. Each contribution for the trail system may be proportionately reduced in the event the City receives City, State or Federal funds for the development of the trail system. The reduction of each contribution shall be in proportion to the ratio of government funds received to total cost of the trail system.

D. At the time of development, the Board of Education shall develop ball fields and/or soccer fields on the two (2) elementary school sites shown on the Master Plan. These fields shall be open for public use subject to the scheduling of school related events by the Board of Education. The City shall maintain these fields according to a separate agreement between the City and the Board of Education.

E. At the time of development, each of the PRC Owners and Adjoining Owners shall be solely responsible for tree plantings, enhanced medians and other landscaping areas along the major roads shown on the Master Plan within each owner's property. The landscape areas and enhanced medians shall be dedicated to the City, after which the City shall maintain these areas.

F. At the time of development, each PRC Owner and Adjoining Owner of any portion of the Property shall develop the park plazas on their respective property as shown on the Master Plan, if any.

G. All parks, trail systems, and open space dedicated to the City shall thereafter be maintained by the City.

10. **CITY SERVICES.**

A. **Fire and Police Protection.** Fire and police protection for development of the Property will be provided by City Police and Fire Department facilities and personnel.

B. **Refuse.** Refuse collection and disposal services within the Property shall be provided by the City or its agents in accordance with the Santa Fe City Code.

C. **Water Service.**

(1) As a condition of development of the Property, each PRC Owner and Adjoining Owner shall connect the proposed development to the Sangre de Cristo Water Company water delivery system using dedicated easements and right-of-way which shall allow extension of water mains through the Property as required by the Sangre de Cristo Water Company and the City. Individual PRC Owners and Adjoining Owners shall dedicate easements or rights-of-way through their portions of the Property as shown on the final subdivision plat to insure the water lines can be built accordingly through the Property.

(2) Each PRC Owner and Adjoining Owner shall construct water lines, as shown on the Master Plan, that run through or adjacent to their property. Each PRC Owner and Adjoining Owner is responsible for constructing the entire water line across that owner's property. In the event that a water line, as shown in the Master Plan, runs adjacent to two or more property boundary lines, then each adjacent PRC Owner or Adjoining Owner will share proportionately in the cost, according to the ratio of each owner's lineal foot frontage adjacent to the water line.

(3) In the event a Landowner constructs a water line on property other than that owner's property, the City will require reimbursement be paid to the owner constructing the line from the property owner across whose property the water line was built prior to any development on that property. Upon completion of improvements for which reimbursement is required, the party constructing the improvements shall file a certified schedule of actual costs reasonably incurred in installing the improvements dedicated to the City ("Reimbursement Schedule") with the Technical Review Division.

(4) Reimbursement shall include payment of interest at a rate corresponding to the increase, if any, in the U.S. Bureau of Labor Statistics, All-Urban Consumer Price Index (CPI-U) for all items (the composite of all CPI components) published for the U.S. City Average, West Region, using the index base of the 1982-1984 = 100 or its succeeding index ("CPI") computed by using the CPI as of the month of the date of delivery of the Reimbursement Schedule to the City, as the base figure ("Base Month") compared with the CPI for the same Base Month in the year reimbursement is due ("CPI Interest Rate"). For example: If a Reimbursement Schedule is delivered to

the City in December, 1994 and the CPI for December, 1994 was 150.0 and the reimbursement is due in December 1995, and the CPI for December, 1995 is 157.5, the increase in the CPI would be five percent (5%) resulting in an annual interest rate of five (5%). Notwithstanding the foregoing, the annual CPI Interest Rate shall not be greater than eight percent (8%).

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(5) In exchange for receiving water service, no well shall be drilled on any property owned by the PRC Owners or Adjoining Owners after the Effective Date of this Agreement. No water rights shall be transferred to permit a diversion of water from the properties of PRC Owners and Adjoining Owners.

D. **Wastewater Collection and Sewer Service.**

(1) Wastewater improvements are specified in the Schedule of Improvements attached as Exhibit 3.

(2) It is understood by the parties that the City intends to construct wastewater improvements within the Property that will provide service to areas located outside of the boundary of the Property.

(3) The City and each PRC Owner and Adjoining Owner will contribute a proportionate share of the cost of the south branch Arroyo Chamiso sewer line constructed to serve development within the Property. Such proportionate share shall be based on the cost of an eight inch (8") line and shall be a fraction based on the total developable acreage in the specific tract served by the sewer line, divided by the total developable acreage of all properties served by the sewer line, or such other equitable means of cost distribution as agreed to by each PRC Owner and Adjoining Owner. Payment to the City shall be made at the earlier of recordation of a final subdivisions plat or final development plan ("Sewer Construction Assessment").

(4) Only one Sewer Construction Assessment for construction of the sewer line within the Property shall be levied against any PRC Owner and Adjoining Owner.

(5) In lieu of the procedure set forth in subparagraph 10.D.(3) above, the City and PRC Owners and Adjoining Owners may agree to establish an assessment district for construction of storm water, wastewater collection and sewer service improvements to serve the Property.

(6) Each PRC Owner and Adjoining Owner shall dedicate sewer easements on that owner's tract of the property as shown on a final subdivision plat or final development plan if not already dedicated under paragraph 14. The School for the Deaf will make such dedication of sewer easements as provided in paragraph 14.

(7) The City agrees to complete the engineering and construction of the south branch of the Arroyo Chamiso sewer line, as shown in the Master Plan, within three (3) years from the Effective Date of this Agreement.

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(8) The PRC Owners and Adjoining Owners shall construct and pay for all sewer lines on their property other than the Arroyo Chamiso Line.

(9) In the event a Landowner constructs a sanitary sewer line on property other than that Landowner's property, the City will require reimbursement be paid to the owner constructing the line from the property owner across whose property the sewer line was built prior to any development on that property. Upon completion of improvements for which reimbursement is required, the party constructing the improvements shall file a Reimbursement Schedule of actual costs reasonably incurred with the Technical Review Division of the City. Reimbursement shall include payment of interest at the CPI Interest Rate as described in paragraph 10.C.(4).

E. **Streets and Other Rights of Way.**

(1) All streets and roads built by PRC Owners and Adjoining Owners will be designed and constructed in accordance with the Santa Fe City Code (1987).

(2) The PRC Owners and Adjoining Owners shall construct off-site roadway improvements as specified below (a) through (e) related to development of the Property as established by the Master Plan and the detailed Traffic Impact Analysis prepared for the Property pursuant to paragraph 10.F of this Agreement (the "TIA"). The offsite roadway improvements shall exclusively consist of:

(a) three intersections with Airport Road, exclusive of South Meadows Road;

(b) Three intersections with Cerrillos Road;

(c) one at-grade intersection with the Santa Fe By-Pass;

(d) Ocate Road from the Hernandez property to Cerrillos Road; and

(e) Country Club Road From Elisia property to Airport Road.

The roadway improvements listed under subparagraphs (a) through (e) above are shown on Exhibit 2 attached hereto and incorporated herein as if fully set out.

(3) The PRC Owners and Adjoining Owners shall contribute a proportionate share of the cost of building the offsite roadway improvements specified above 2 (a) through (e) based upon the traffic contribution established by the TIA as provided in this paragraph 10.E.

(4) Tierra will be entirely responsible for the cost of the at-grade intersection and signalization at Academy and the Santa Fe Bypass and the cost of two intersection improvements at Airport Road and Paseo del Sol and Golf Club Road, not including the intersection of Airport and Country Club Road.

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(5) Elisia and Tierra will be jointly responsible for the construction of Country Club Road and its intersection with Airport Road. NMSD Assigns and Tierra will be jointly responsible for the intersection of Academy Road with Cerrillos Road.

(6) The relative responsibilities for financing these improvements will be determined by the TIA prepared as part of the Phase I preliminary plat submittal and as approved by the Landowners or their then assigns.

(7) The road known as "Ocate Road" commencing at the School for the Deaf's property and running through the Hernandez property to Cerrillos Road and this road's intersection with Cerrillos Road will be the responsibility of NMSD Assigns and the Adjoining Owners although other owners along Ocate Road may also be asked to contribute. Cost sharing among these owners will be determined through separate agreement among these owners and based upon the TIA and an allocation of "service units" to each property based upon the developable acreage within each owner's property and the permitted use of the property. The term "service unit" shall mean a standardized measure of consumption, use, or generation attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a road improvements and based upon use of the properties benefitted by the road, that is, single family residential, multifamily, commercial or industrial uses.

(8) Herrera will be responsible for the cost of intersection improvements and signalization which will serve the Property at the intersection of the south bound lane of Cerrillos Road and the road which runs across the Herrera property south of Ocate Road to be known as "Herrera Road".

(9) All roadway rights-of-way within the Property which are shown on the Master Plan shall be dedicated to and maintained by the City.

(10) Other road network improvements for a north/south street extending north of Airport Road to connect with either Alameda or Rufina and for one east/west street extending across Cerrillos Road to Richards Avenue and Academy Road from South Meadows to Cerrillos Road are the responsibility of the City.

F. **Traffic Impact Analysis.** Concurrent with the submittal of the Phase 1 preliminary subdivision plat, the City shall prepare the TIA for the Property and shall allocate service units for each proposed development as provided in subparagraphs 10.E.(7) above. The TIA shall address the traffic impacts which will be generated by each proposed phase of development under consideration. The TIA shall be conducted according to the City of Santa Fe Public Works Department traffic analysis standards and shall be approved by the Landowners, or their assigns.

G. **Schedule of Improvements.** The Schedule of Road Improvements is attached hereto as Exhibit 3.

H. **Financial Guarantees.**

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(1) Prior to recordation of a final subdivision plat or any phase thereof, or a final development plan with the County Clerk of Santa Fe County, the PRC Owners or Adjoining Owners shall provide a letter of credit or other financial guarantee acceptable to the City for the required improvements. The amount of the financial guarantee shall be based on a certified engineer estimate acceptable to the director of the Technical Review Division.

(2) All improvements required in any final subdivision plat or final development plan must be constructed by PRC Owners or Adjoining Owners in accordance with the Santa Fe City Code, and when completed to the satisfaction of the City, said improvements may be dedicated to and thereafter maintained by the City.

I. The provisions of this paragraph 10 do not apply to developments or improvements by the School for the Deaf as a state agency or any other federal and state governments and their political subdivisions. If the School for the Deaf elects to develop any portion of its property and to connect to any portion of the City services described in this paragraph 10, or to have the right under this Agreement to use any portion of the roads described in this paragraph 10 (collectively "Improvements"), the School for the Deaf shall be entitled to do so upon payment of the proportional sums otherwise required to be paid by NMSD Assigns for such Improvements. Any duty of the New Mexico School for the Deaf to pay any funds or consideration required by or resulting from the terms of this Agreement shall be contingent upon and subject to prior sufficient appropriations and authorization by the New Mexico Legislature for such development, including proportional payments due for such Improvements, and funding of such legislative appropriation. In the event sufficient funds are not so appropriated, authorized or available, then the corresponding duty of the School for the Deaf to make payments will automatically abate upon written notice from the School for the Deaf to the City and the affected Landowners. Likewise any right provided under this Agreement to use the Improvements shall abate until sufficient appropriation or funding can be obtained by the School for the Deaf.

11. **ARCHAEOLOGICAL REVIEW ORDINANCE.** Prior to approval of any final development plan or subdivision plat proposed by PRC Owners and Adjoining Owners, an Archaeological Clearance Permit ("Clearance Permit") shall be obtained from the City's Archaeological Review Committee, as required in §14-75 of the SFCC, 1987. These Clearance Permits may be obtained for each phase of development.

12. **UTILITIES.** The Property shall be served only with underground utilities.

13. **IMPACT FEES.** Subject to the enforceability of any City ordinance under the provisions of the Development Fee Act, §§5-8-1 *et seq.* NMSA, 1978, and after offsetting any fee with the contributions and offsite improvements made or to be by any PRC Owners or Adjoining Owners, the PRC Owners and Adjoining Owners shall pay impact fees as required by Santa Fe City Code (1987), as amended.

14. **EASEMENTS AND RIGHTS-OF-WAY.** Each Landowner, its then assigns, including NMSD Assigns shall dedicate all required access and utility easements and rights-of-way to the City within corridors shown on the Master Plan to allow orderly development of all tracts within the Property. Tierra in cooperation with the Landowners will prepare a dedication plat of survey in conjunction with Tierra's final subdivision plat or final development plan for Phase I as shown on the Phasing Plan. The Landowners and their then assigns, including NMSD Assigns, and the City agree to approve the Dedication Plat if it substantially conforms to the Master Plan. In the case of PRC Owners and Adjoining Owners, such dedication shall be in compliance with the Santa Fe City Code.

15. **CONFORMANCE WITH TERRAIN MANAGEMENT AND DRAINAGE STANDARDS.** Prior to development of Property, the PRC Owners and Adjoining Owners shall demonstrate compliance with the Terrain Management provisions of Santa Fe City Code. Dip sections shall not be allowed on designated arroyos without prior administrative approval of the director of the Technical Review Division of the City.

16. **ASSIGNMENTS.** Each Landowner shall be entitled to sell, transfer or assign all or any portion of that Landowner's rights and obligations under this Agreement provided the Landowner or the Landowner's assignee delivers to the City an agreement executed by Landowner and Landowner's assignee, acknowledging such assignment, describing the portion of the real property to which the assignment applies, and evidencing the assignee's acceptance of the rights and obligation under this Agreement. Such agreement shall be deemed effective as of recordation with the Clerk of Santa Fe County, New Mexico. Any assignee shall have the same rights and obligations under this Agreement as that of the Landowner as to that portion of the Property described in any assignment.

17. **CAPTIONS.** The captions and paragraph headings of this Agreement are not necessarily descriptive, or intended or represented to be descriptive, of all the provisions thereunder, and in no manner shall such captions and paragraph headings be deemed or interpreted to limit the provisions of this Agreement.

18. **EXECUTION OF DOCUMENTS.** The parties agree to execute all documents contemplated expressly or impliedly by this Agreement or necessary to effectuate the terms of this Agreement.

19. **SEVERABILITY.** If any provision of this Agreement, or the application of such provisions to any person or circumstances, shall be held invalid, the remainder of this

Agreement, or the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

1122767

20. **WAIVER.** No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

21. **CONSENT AND OBLIGATIONS.** Wherever the approval or consent of the City is required by this Agreement, it is understood that such approval or consent shall not be unreasonably withheld. Whenever it is stated in this Agreement that the Landowners or any individual Landowner shall undertake any particular act or be responsible for a particular reimbursement, cost, contribution or assessment, it shall be understood to mean that each Landowner shall be responsible only for that owner's undertaking as set forth in the Landowner's development plan or subdivision plat presented to the City. It shall be understood that the obligations of any Landowner under this Agreement arise only to the extent that a Landowner applies to the City for approval of a final subdivision plat or final development plan for that portion of the Property owned by a particular Landowner. No obligations arise in the absence of such application or development.

22. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of New Mexico. Notwithstanding the inclusion of the School for the Deaf and the Board of Education as "Landowners" in the recitals of this Agreement, no covenant or agreement contained in this Agreement, whether referring specifically to the Landowners or not, shall be applicable to, binding on or enforceable against the School for the Deaf or the Board of Education, their respective property within the Property, their respective Board members, the State of New Mexico or any of their successors or assigns, unless a City Ordinance containing said covenant or agreement would be enforceable against the State of New Mexico, the School for the Deaf or the Board of Education under New Mexico law. Nothing in this Agreement shall enlarge the authority of the City to regulate the use or development of land now owned by the School for the Deaf or the Board of Education within the Property beyond the authority granted to or residing in the City under the existing laws and constitution of the State of New Mexico.

23. **NUMBERS AND GENDERS.** Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

24. **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, successors and assigns.

25. **AGREEMENT.** This Agreement states the entire agreement of the parties. The provisions of this Agreement shall be severable and may be modified only in a subsequent amendment duly approved as provided in paragraph 26. This Agreement shall not relieve the owners from complying with present or future City ordinances, resolutions or regulations.

26. **AMENDMENTS.** This Agreement may be amended with the consent of the City and the Landowners, or their then successors and assigns. Any amendments to this Agreement shall be reviewed by the Development Review Committee, thereafter, the Committee shall forward its recommendations to the Governing Body. Each amendment, to be effective, must be in writing, executed in the manner of this Agreement and filed for record with the Clerk of Santa Fe County, New Mexico.

27. **EFFECTIVE DATE.** This Agreement is effective as of the date of recordation of this Agreement in the land records of Santa Fe County, New Mexico.

CITY OF SANTA FE, a New Mexico municipal corporation

By _____
SAM PICK, MAYOR

ATTEST:

_____
FRANCES C. ROMERO, CITY CLERK

APPROVED AS TO FORM:

_____
DIANNE DeLAYO, DEPUTY CITY ATTORNEY

888,260

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the 13 day of Dec A.D. 19 91, at 11:50 o'clock A m and was duly recorded in book 122 page 756 - 786 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.
_____ Deputy

LANDOWNERS:

1122769

Tierra Contenta Corporation,
a New Mexico non-profit
corporation

By _____
(name printed) its President
(title)

New Mexico School for the Deaf

By _____
Mitzi Baker Garland, its President
(name printed) (title)

Elisia Partnership, a New Mexico
general partnership

By _____
_____, its general partner
(name printed)

Herrera Associates, a New Mexico
general partnership

By _____
William R. Herrera, its general partner
(name printed)

Santa Fe Board of Education

By _____
Mike Mier, its Asst. Supt
(name printed) (title)

_____
Dr. Joe L. Hernandez

_____
Kenneth Prater

ACKNOWLEDGMENTS

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

This instrument was acknowledged before me on March 7, 1994, by Sam Pick, Mayor of the City of Santa Fe, a New Mexico municipal corporation, for and on behalf of said corporation.

NOTARY PUBLIC STATE OF NEW MEXICO

Notary Public
My commission expires: 9-16-96

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

This instrument was acknowledged before me on April 18, 1994, by Patricio C. Larragoite, _____ of Tierra Contenta Corporation, a New Mexico non-profit corporation, for and on behalf of said corporation.

OFFICIAL SEAL
ELIZABETH M. FRESQUEZ
NOTARY PUBLIC - NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires 4/6/95

Notary Public
My commission expires: 4/6/95

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

This instrument was acknowledged before me on May 11, 1994, by Mitzi Baker-Garland, Gilbert R. Delgado of New Mexico School for the Deaf.

NOTARY PUBLIC STATE OF NEW MEXICO

Notary Public
My commission expires: 11/14/95

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

This instrument was acknowledged before me on August 4, 1994, by Henry Pick, _____ of Elisia Partnership, a New Mexico general partnership, for and on behalf of said partnership.

OFFICIAL SEAL
ELIZABETH M. FRESQUEZ
NOTARY PUBLIC - NEW MEXICO
BOND FILED WITH SECRETARY OF STATE
My Commission Expires 4/6/95

Notary Public
My commission expires: April 6, 1995

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

This instrument was acknowledged before me on April 21, 1994, by William R. Herrera, General Partner of Herrera Associates, a New Mexico general partnership, for and on behalf of said partnership.

NOTARY PUBLIC
STATE OF NEW MEXICO

Notary Public
My commission expires: 9-15-95

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

This instrument was acknowledged before me on October 24, 1994, by Mike Mier, _____ of Santa Fe Board of Education.

OFFICIAL SEAL
Shirley J. Padilla
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 3-3-98

Notary Public
My commission expires: 3-3-98

My Commission Expires: _____

1122772

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

This instrument was acknowledged before me on July 19, 1994, by Dr. Joe L. Hernandez.

OFFICIAL SEAL
ELIZABETH M. FRESQUEZ
NOTARY PUBLIC - NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires 4/6/95

Notary Public
My commission expires: April 6, 1995

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

This instrument was acknowledged before me on May 13, 1994, by Kenneth Prater.

OFFICIAL SEAL
ELIZABETH M. FRESQUEZ
NOTARY PUBLIC - NEW MEXICO
NOTARY BOND FILED WITH SECRETARY OF STATE
My Commission Expires 4/6/95

Notary Public
My commission expires: April 6, 1995

Exhibit 1
Annexation Plat

1122773

Exhibit 2
Master Plan (single Sheet) and Phasing Plan (single sheet)

Exhibit 3
Master Plan for the annexed area and the PRC district
Schedule of Road Improvements

1122775

EXHIBIT 1

ANNEXATION PLAT

FOR

TRACTS 1 THRU 9

TIERRA CONTENTA,

WOLGAMOOD SUBDIVISION

AND

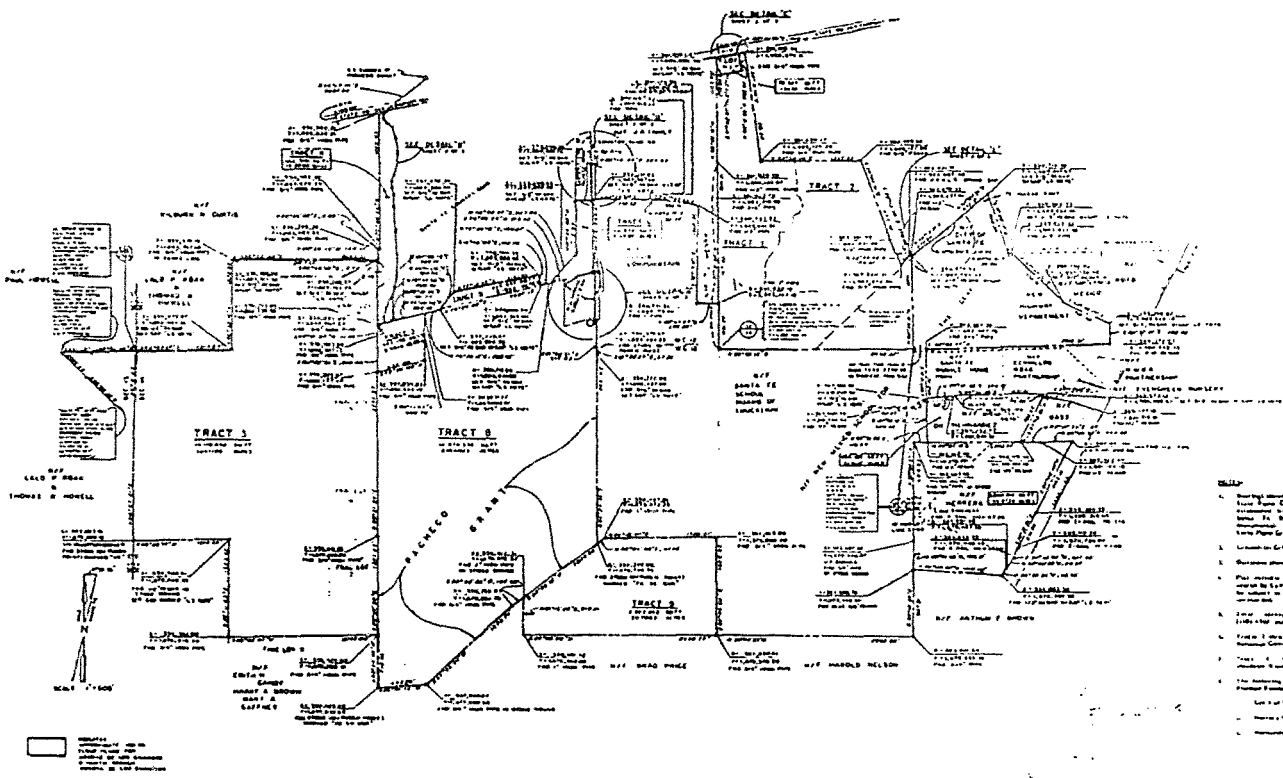
CONTIGUOUS LANDS (EAST)

within

TOWNSHIP 16 NORTH, RANGES 8 & 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN

SANTA FE COUNTY, NEW MEXICO

JUNE 1986

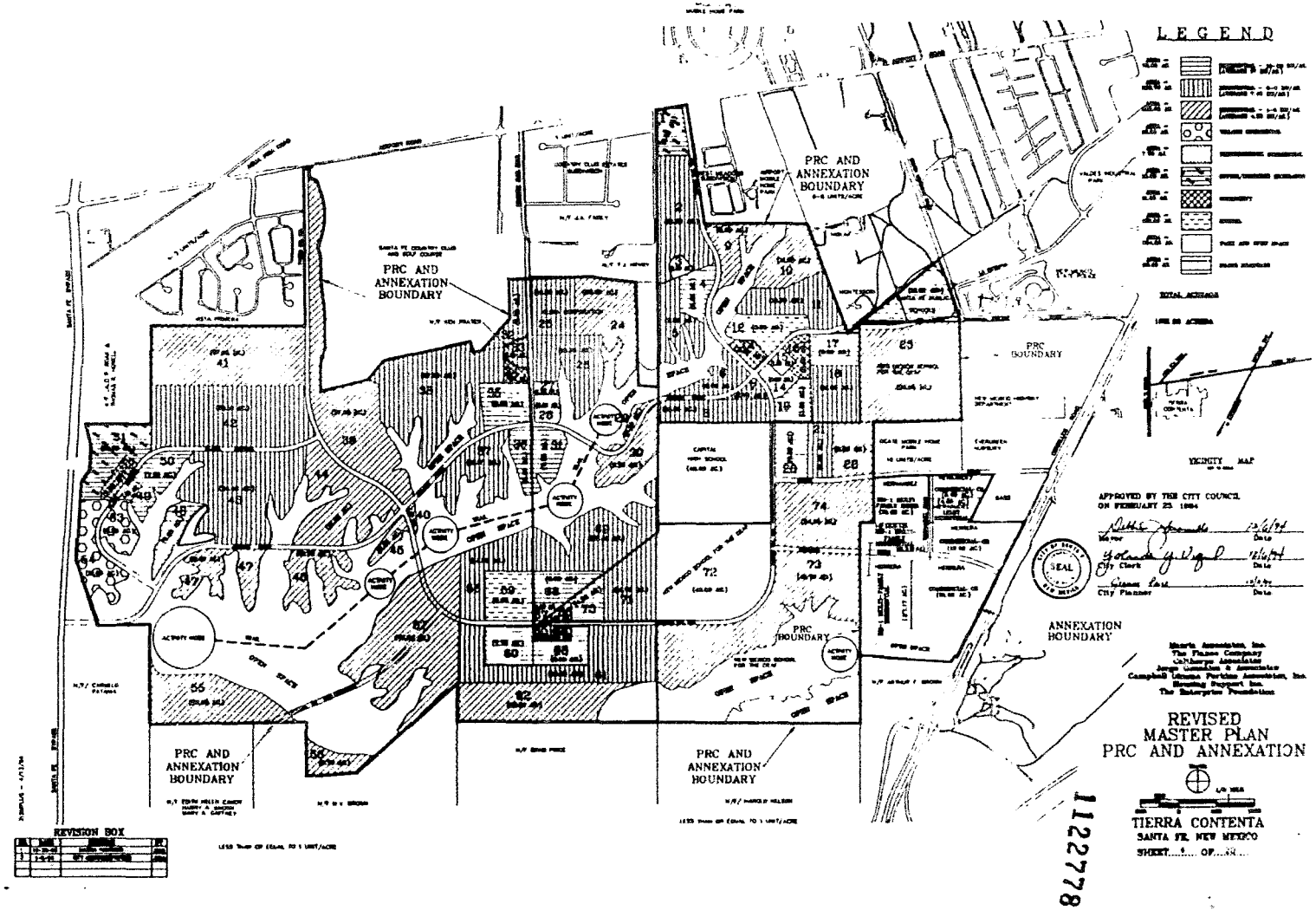


1122776

86-15

SHEET 2 OF 20

EXHIBIT 2


LEGEND
PRC AND ANNEXATION BOUNDARY
PRC AND ANNEXATION BOUNDARY
PRC AND ANNEXATION BOUNDARY
PRC AND ANNEXATION BOUNDARY
PRC BOUNDARY
PRC BOUNDARY
ANNEXATION BOUNDARY
VICINITY MAP
APPROVED BY THE CITY COUNCIL ON FEBRUARY 23 1994
Mayor
City Clerk
City Planner
SEAL
REVISED MASTER PLAN PRC AND ANNEXATION
TIERRA CONTENTA
SANTA FE, NEW MEXICO
SHEET 1 OF 11
REVISION BOX
1122778

PHASE 1 DEVELOPMENT PROGRAM AND TRACT DATA

TRACT	LAND USE	NET ACREAGE	NET DU UNITS	OWNER	
1	Office - Business Incubator	1.9		City	TCE
2	Neighborhood Commercial	11.6	262	City	TCE
3	Park	1.9		City	TCE
4	Residential (10 -20 du/acre)	6.5	131	City	TCE
5	Residential (6.9 du/acre)	4.1	30	City	TCE
6	Residential (6.9 du/acre)	4.1	28	City	TCE
7	Residential (6.9 du/acre)	2.7	19	City	TCE
8	High School Expansion	10.0		City	TCE
9	Residential (6.9 du/acre)	4.0		City	TCE
10	Residential (3.5 du/acre)	11.7	247	City	TCE
11	Residential (6.9 du/acre)	11.7	161	City	TCE
12	Elementary School	10.0		City	TCE
13	Community	1.6		City	TCE
14	Neighborhood Commercial	1.6		City	TCE
15	Park	1.6		City	TCE
16	Amenity	1.6		City	TCE
17	Residential (10 -20 du/acre)	4.1	103	City	TCE
18	Residential (6.9 du/acre)	11.1	65	City	TCE
19	Residential (10 -20 du/acre)	4.1	82	City	TCE
20	Residential (3.5 -6.9 du/acre)	9.2	40	SFD	
21	Residential (6.9 du/acre)	9.2	56	SFD	
22	Residential (3.5 du/acre)	10.4	37	SFD	
23	Residential (3.5 du/acre)	39.1	136	SFD	
24	Residential (3.5 du/acre)	40.0	140	Private	
25	Residential (6.9 du/acre)	10.0	69	Private	
26	Residential (6.9 du/acre)	10.0	69	Private	
27	Residential (3.5 du/acre)	4.0	14	Private	
28	Residential (3.5 du/acre)	4.0	41	Private	
29	Residential (6.9 du/acre)	5.7	39	City	TCE
30	Residential (6.9 du/acre)	7.5	52	Water	
31	Community	7.5		City	TCE

PHASE 1 TOTALS 261.8 1801

PHASE 2 DEVELOPMENT PROGRAM AND TRACT DATA

TRACT	LAND USE	NET ACREAGE	NET DU UNITS	OWNER	
27	Park	1.3		Village	
28	Neighborhood Commercial	7.0		Village	
31	Residential (10 -20 du/acre)	7.0	126	Village	TCE
35	Elementary School	8.0		City /	TCE
36	Residential (10 -20 du/acre)	5.8	95	City /	TCE
37	Residential (6.9 du/acre)	13.5		City /	TCE
38	Residential (6.9 du/acre)	37.0		City /	TCE
39	Residential (3.5 du/acre)	37.5	131	City /	TCE
40	Residential (3.5 du/acre)	1.0	3	City /	TCE
41	Residential (3.5 du/acre)	37.6	1315	City /	TCE
42	Residential (6.9 du/acre)	11.1	76	City /	TCE
43	Residential (6.9 du/acre)	34.6	238	City /	TCE
44	Residential (3.5 du/acre)	21.0	73	City /	TCE
45	Residential (3.5 du/acre)	21.0	73	City /	TCE
46	Residential (3.5 du/acre)	10.0	35	City /	TCE
47	Residential (3.5 du/acre)	11.5	40	City /	TCE
48	Residential (10 -20 du/acre)	5.8	95	City /	TCE
49	Park	1.5		City /	TCE
50	Residential (10 -20 du/acre)	5.8	104	City /	TCE
51	Office - Business Incubator	12.5		City /	TCE
52	Community	7.0		City /	TCE
53	Village Commercial	5.5		City /	TCE
54	Village Commercial	11.3		City /	TCE
74	Residential (3.5 du/acre)	24.2	97	SFD	

PHASE 2 TOTALS 336.7 1994

PHASE 3 DEVELOPMENT PROGRAM AND TRACT DATA

TRACT	LAND USE	NET ACREAGE	NET DU UNITS	OWNER	
55	Residential (3.5 du/acre	22.8	79	Fe	TCE
56	Residential (3.5 du/acre	5	19	Fe	TCE
57	Residential (3.5 du/acre	4.4	15	Fe	TCE
58	Residential (6.9 du/acre	1.6		Fe	TCE
59	Private School	8.1		Fe	TCE
60	Residential (10 -20 du/acre	4.1		Fe	TCE
61	Residential (6.9 du/acre	4.1	28	Fe	TCE
62	Residential (3.5 du/acre	7.1	25	Fe	TCE
63	Residential (10 -20 du/acre	6.0	104	Fe	TCE
64	Community	3.3		Fe	TCE
65	Park	1.0		City	TCE
66	Neighborhood Commercial	1.1		SFD	
67	Neighborhood Commercial	1.6		Private	
68	Residential (10 -20 du/acre	6.6	119	Private	
69	Residential (6.9 du/acre	20.1	138	Fe	TCE
70	Residential (10 -20 du/acre	4.3		SFD	
71	Residential (6.9 du/acre	13.7	96	SFD	
72	School for the Deaf Campus	15.9		SFD	
73	Residential (3.5 du/acre	10.7	37	SFD	

PHASE 3 TOTALS 297.1 1001

CITY OF SANTA FE TCE

	NET DU UNITS	% TOTAL UNITS	ACREAGE
Residential (3.5 du/acre)	1054	59.1	300.6
Residential (6.9 -10 du/acre)	1783	44.3	258.4
Residential (10 -20 du/acre)	647	21.0	67.8
Neighborhood Commercial			11.6
Community			15.5
Office - Business Incubator			15.4
Village Commercial			16.3
Schools			24.7
Parks - Open Space			21.4
Major Roads			55.4
CITY OF SANTA FE - TCE TOTAL	3484	100.0	860.5

RIVISTA PARTNERSHIP

	NET DU UNITS	% TOTAL UNITS	ACREAGE
Residential (3.5 du/acre)	140	19.1	11.2
Residential (6.9 -10 du/acre)	308	44.5	44.6
Residential (10 -20 du/acre)	240	7.8	7.6
Neighborhood Commercial			1.6
Parks - Open Space			4.3
Major Roads			4.7
RIVISTA PARTNERSHIP TOTAL	748	100.0	90.0

SHARER FAM TRUST

	NET DU UNITS	% TOTAL UNITS	ACREAGE
Residential (3.5 du/acre)	485	50.8	91.7
Residential (6.9 -10 du/acre)	132	17.2	18.3
Residential (10 -20 du/acre)	148	7.0	7.4
Neighborhood Commercial			1.1
Community			6.1
Parks - Open Space			4.1
Major Roads			4.1
SHARER FAM TRUST TOTAL	765	100.0	132.8

WATER

	NET DU UNITS	% TOTAL UNITS	ACREAGE
Residential (6.9 -10 du/acre)			
WATER TOTAL			

SANTA FE PUBLIC SCHOOLS

	UNITS	% TOTAL UNITS	ACREAGE
SCHOOLS			57.8
SANTA FE PUBLIC SCHOOLS TOTAL			57.8

PRC AREA	NO. OF UNITS	TOT AL UNITS	ACRE
Residential (3.5 du/acre)	1065	31.9	307.7
Residential (6.9 -10 du/acre)	2293	64.0	330.7
Residential (10 -20 du/acre)	181	4.0	19.1
Neighborhood Commercial			13.2
Community			21.6
Office - Business Incubator			15.4
Village Commercial			16.3
Schools			24.7
Parks - Open Space			25.7
Major Roads			60.1
PRC TOTAL	3539	100.0	1134.1

Park - Open Space acreage per unit =

HERRERA ASSOCIATES

	NO. OF UNITS	TOTAL UNITS	ACRE
Multi Family Residential (MF-1)	390	100.0	19.7
General Commercial (C-1)			12.1
Parks - Open Space			8.1
Major Roads			8.1

SEE NOTE # 2

HERRERA ASSOCIATES TOTAL 390 100.0 48.1

DR. HERNANDEZ

	NO. OF UNITS	TOTAL UNITS	ACRE
Multi Family Residential (MF-1)	259	100.0	12.8
General Commercial (C-1)			9.1
Parks - Open Space			8.1
Major Roads			8.1

SEE NOTE # 2

DR. HERNANDEZ TOTAL 259 100.0 40.1

ANNEXATION AREA

	NO. OF UNITS	TOTAL UNITS	ACRE
Residential (3.5 du/acre)	1647	79.1	467.1
Residential (6.9 -10 du/acre)	435	20.9	71.1
Residential (10 -20 du/acre)	0	0.0	0.0
Neighborhood Commercial			6.1
Community			6.1
Office - Business Incubator			15.4
Village Commercial			16.3
Multi-Family Residential (MF-1)			19.7
General Commercial (C-1)			21.2
Parks - Open Space			29.8
Major Roads			68.1
ANNEXATION AREA TOTAL	2082	100.0	731.1

Area Currently in Annexation Area 0.1 Acres

NOTES

1. THE PROVISIONS OF CONDITIONS FROM SHALL COMPLY WITH THE CONDITIONS SHOWN ON THIS DRAWING.

2. THE ANNEXATION AREA AND DEVELOPMENT PROGRAM SEE ABOVE "SEE ALSO" NOTATION. ANNEXATION AGREEMENT ENTITLED "TIERRA CONTENTA, MECHANICS' LIENHOLDER AND LIENHOLDER CONSENT AND EQUITY FOR CONVEYANCE OF DEVELOPMENT

3. ALL THE TIME OF APPROVAL FOR PLAT OF PHASE 1 - PORTION OF ANNEXATION AS NOTED HEREIN, WHICH SHALL BE ESTABLISHED UPON CONVEY OR AND SUBMITTED PLAT TO PERMIT EARLY CONVEYANCE TO ADJOINING TEXAS BONDS ON PROPERTY WITHIN OR NEXT TO TIERRA CONTENTA

4. ON A PHASE BY PHASE BASIS, SUBSEQUENT PLATS SHALL ILLUSTRATE STORM WATER MANAGEMENT SYSTEMS ACCEPTABLE TO THE CITY WHICH INCLUDE FACILITY DESIGN AND MAINTENANCE PROGRAMS.

5. FOR EACH PHASE OF DEVELOPMENT, BUFFERS ACCEPTABLE TO THE PLANNING COMMISSION SHALL BE PROVIDED TO ADJACENT COUNTY RESIDENTIAL USES.

6. PRELIMINARY SUBDIVISION PLATS OR DEVELOPMENT PLANS (IN THE CASE OF MULTI FAMILY) THE SUBDIVISION OF LANDS (AS SET THAT ARE TO BE DETAILED IN THE PHASE) CITY WATER SYSTEM SHALL BE CLEARED LANDS WITHIN THE TIERRA CONTENTA SHALL BE CONVEYED TO THE CITY WHICH SHALL BE APPROVED AS PROVISIONS, NUMBER 2 OF THE CITY CODE OR AS REGARDING A VARIANCE

7. SUBDIVISION PLATS OR PHASES OF A PHASE BY PHASE BASIS FOR IMPROVEMENT PLANS, (GRADING PLANS, DRAINAGE PLANS, OR WATER PLANS) AND ANNEXATION PLAN, INCLUDING, ROADWAYS AND UTILITIES (WATER) IN CONFORMANCE WITH THE CITY CODE, HIGHWAYS, DRAINAGES, AND COMMUNITY FACILITIES OF SITE PLANS AND OTHER, WHERE DEPARTMENTS SHALL REVIEW THE SUBMITTALS WITH A TIMELY ACCEPTABLE PLANS.

8. THERE SHALL BE ENTRANCE WAYS OR ROAD HEADS TO PROVIDE CONVENIENT ACCESS TO THE NEIGHBORHOODS AND COMMUNITY PARKS LOCATED WITHIN THE ANNEXATION AREA

9. ON A PHASE BY PHASE BASIS, THE CITY PARKS DEPARTMENT SHALL REVIEW AND APPROVE PARK AND DEVELOPMENT CRITERIA FOR PARK AGREEMENTS

10. ROADS WILL BE CONSTRUCTED CONSISTENT WITH CITY USE OF VARIANCES FROM THE CITY CODE SHALL BE OBTAINED PRIOR TO CITY

11. FOR APPROVED MASTER PLAN SEE SHEET 4 OF 20 SEE ALSO NOTATION ANNEXATION AGREEMENT ENTITLED "TIERRA CONTENTA, MECHANICS' LIENHOLDER AND LIENHOLDERS LAND (EXCEPTION CONVEYANCE OF DEVELOPMENT

12. HERRERA PROPERTIES, FOR CONVEYANCE OF APPROVAL SEE CASE ZA1993 32 AND ZA1993 33, APPROVED BY THE CITY COUNCIL ON FEB 23 1994 AND RESTATED AGREEMENT

13. HERNANDEZ PROPERTIES FOR CONVEYANCE OF APPROVAL SEE CASE ZA1993 29 AND ZA1993 31, APPROVED BY THE CITY COUNCIL ON FEB 23 1994 AND RESTATED AGREEMENT

14. FOR THE PHASING PLAN TIME PERIOD SEE THE ANNEXATION AGREEMENT FOR THE FOLLOWING TIME PERIOD FOR PHASING PLAN (SERIES A AGREEMENTS AND THE "DEADLINE OF LAND TO BE TAXED BY THE CITY OF SANTA FE

15. DEVELOPMENT WITHIN THE 100 YEAR FLOOD PLAIN TO CONFORM TO NON-CONFORMING - EXCEPTIONS TO BE APPROVED BY THE CITY COUNCIL ON RECOMMENDATION OF THE

APPROVED BY THE CITY COUNCIL ON FEBRUARY 23 1994

Mayor — 2/24/94 Date

City Clerk — 2/24/94 Date

City Manager — 2/24/94 Date

1122179

Maurie Associates Inc
The Planning Company
Gallagher Associates
Jorge Gonzales & Associates
Campbell Ubanks Perkins Associates Inc
Housing Support Inc
The Enterprise Foundation

REVISED

DEVELOPMENT PROGRAM

TIERRA CONTENTA

SANTA FE NEW MEXICO

SHEET 5 OF 20

1122780

EXHIBIT 3

EXHIBIT 3
SCHEDULE OF IMPROVEMENTS FOR PHASE ONE

PROJECT DESCRIPTION	TYPE*	FUNDING SOURCE
Phase One - Roads		
Academy Road; improve from Tierra Contenta property line to Cerrillos Rd with intersection improvements at South Meadows and Cerrillos; approx. 3,500'	SR	City; Tierra; NMSD Assigns;
Academy Road; improve from Paseo del Sol to Tierra Contenta east property line; approx. 1,700'	OP	Tierra;
Academy Road; improve from Paseo del Sol to TCC west property line; approx. 1,350'	OP	Tierra;
Academy Road from TCC property line to Country Club Road; approx. 2,150'	OP	Elisia;
Country Club Road from Airport Road to Academy Road; 3,900'	SR & OP	Tierra; Elisia;
Phase One - Water		
12" water line along Academy Road from Paseo del Sol to TCC west property line; app. 1,350'	OP	Tierra;
12" water line along Academy Road from TCC property line to Country Club Road; approx 2,150'	OP	Elisia;
Phase One - Sewer		
8" line extending down Country Club Road, from Elisia prop to 36" trunk sewer; 1,700'	SR & OP	Tierra; Elisia;
Phase One - Parks		
Multipurpose play field and park development on elementary school site	OP	Board of Education;

Plaza park development in Village Center	OP	Tierra;1122782
Neigborhood park development	OP	City;

* SR indicates major infrastructure improvements which are site related but are not physically located on the property.

OP indicates required spine infrastructure improvements which are located on the property.

EXHIBIT 3 (Cont)
SCHEDULE OF IMPROVEMENTS FOR PHASE TWO

PROJECT DESCRIPTION	TYPE*	FUNDING SOURCE
Phase Two - Roads		
Academy Road; from Country Club Rd to Bypass, with an at-grade intersection; 7,200'	OP	Tierra;
Golf Club Road from Airport Rd to Academy Road; 5,200'	OP	Tierra;
Plaza Central road, from Golf Club to Academy; 4,900'	OP	Tierra;
**Ocate Road from Paseo del Sol to Cerrillos Rd; 3,700'	SR & OP	Hernandez; Herrera; NMSD Assigns;
Extension of Academy Rd east of Cerrillos to an intersection with Richards Ave.	OS	City;
South Meadows Rd extension from Airport Road north to Rufina;	OS	City;
Rufina Street Extension	OS	City;
Phase Two - Water		
12" water line along Academy from Country Club to Golf Club	OP	Tierra;
12" water line along Golf Club Road from Airport to Academy	OP	Tierra;
12' water line loop along Plaza Central road, 8,400'	OP	Tierra;
Phase Two - Sewer		
8" line along Academy Road from Country Club to Golf Club	OP	Tierra;
8" line along Golf Club Rd from Airport Rd to Academy; approx 4,800'	OP	Tierra;
8" line along Plaza Central road; approx 3,400'	OP	Tierra;

Phase Two - Parks

Neighborhood park development	OP	City;
Community park development	OP	City;
Plaza park development in Village Center;	OP	Elisia;
Plaza park development in Town Center	OP	Tierra;
Bike Trail and Pedestrian Path System (North and South Branches - to Cerrillos Rd)	SR & OP	Tierra; State of New Mexico; City; Elisia; Herrera; Hernandez; NMSD Assigns;

* SR indicates major infrastructure improvements which are site related but are not physically located on the property.

OP indicates required spine infrastructure improvements which are located on the property.

OS indicates road improvements which are off-site, but are system-side improvements which will carry some of the traffic generated by Tierra Contenta.

** Timing of Ocate Road construction is dependent upon development of the adjoining properties, both of which are not subject to the phasing plan. Consequently, road construction could occur in any of the three phases.

EXHIBIT 3 (Cont)
SCHEDULE OF IMPROVEMENTS FOR PHASE THREE

PROJECT DESCRIPTION	TYPE*	FUNDING SOURCE
Phase Three - Roads		
Paseo del Sol Loop from Ocate Rd to Academy Rd; 7,100'	OP	Tierra; Elisia; NMSD Assigns;
**Herrera Rd from Cerrillos Rd to Paseo del Sol Loop; 3,100'	OP	Herrera; NMSD Assigns;
Phase Three - Water		
**12" water line along Herrera Rd to Paseo del Sol	OP	Herrera; NMSD Assigns;
12" water line along Paseo del Sol Loop, from Ocate to Academy Rd	OP	Tierra; Elisia; NMSD Assigns;
***Water tank construction and line extension from locations east Cerrillos Road to TC property	OS	City; Other owners east of property;
Phase Three - Sewer		
***16" trunk sewer line along south branch of Arroyo Chamiso from Cerrillos to Bypass	SR & OP	City; Herrera; Hernandez; Tierra; Elisia; NMSD Assigns; Other owners south of the property;
***24" trunk sewer line from location east of Cerrillos Rd to TC property line	OS	City; Other owners east of the property;
8" sewer line along Paseo del Sol Loop, from Ocate to Academy	OP	Tierra; Elisia; NMSD Assigns;
Phase Three - Parks		
Multipurpose play field and park development on elementary school site	OP	Board of Education;
Plaza park development		

in Village Center;	OP	Tierra;	
Neighborhood park development	OP	City;	

* SR indicates major infrastructure improvements which are site related but are not physically located on the property.

OP indicates required spine infrastructure improvements which are located on the property.

OS indicates road improvements which are off-site, but are system-wide improvements which will carry some of the traffic generated by Tierra Contenta.

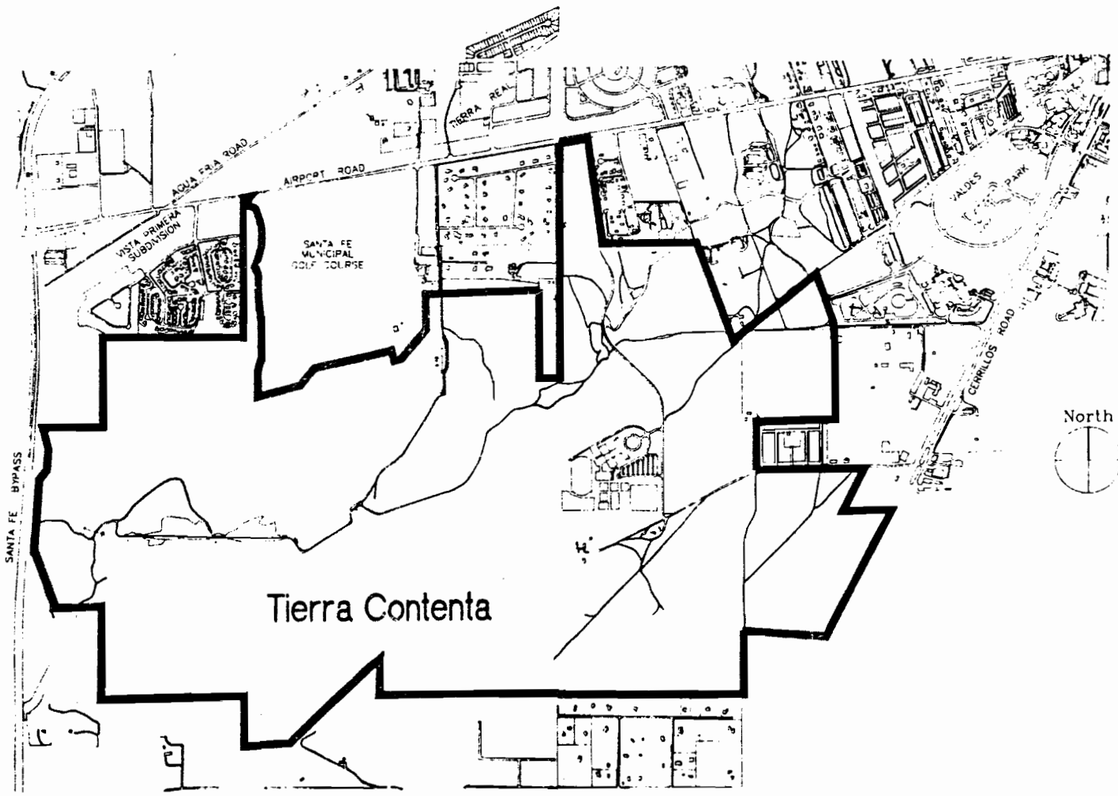
** Timing of Herrera Road construction and related water system improvements are dependent upon the development of the adjoining property. This property is not subject to the phasing plan. Consequently, these improvements could occur in any of the three phases.

*** Timing of the major water and sewer system improvements may be accelerated due to City sponsored policy initiatives. Consequently, actual improvments could occur in any of the three phases.

TIERRA CONTENTA
REVISED ANNEXATION AGREEMENT
AND MASTER PLAN
1993

INDEX OF SHEETS

1	COVER SHEET
2	1986 TIERRA CONTENTA ANNEXATION PLAT
3	VICINITY MAP
4	PRC AND ANNEXATION MASTER PLAN
5	DEVELOPMENT PROGRAM
6	TRANSPORTATION MASTER PLAN
7	TYPICAL ROAD SECTIONS
8-9	TYPICAL STREETSCAPE PLANS
10	SEWER FEASIBILITY MASTER PLAN
11	UTILITY SYSTEMS MASTER PLAN
12-15	TERRAIN MANAGEMENT MASTER PLAN
16	PHASING PLAN
17-20	SLOPE ANALYSIS MASTER PLAN



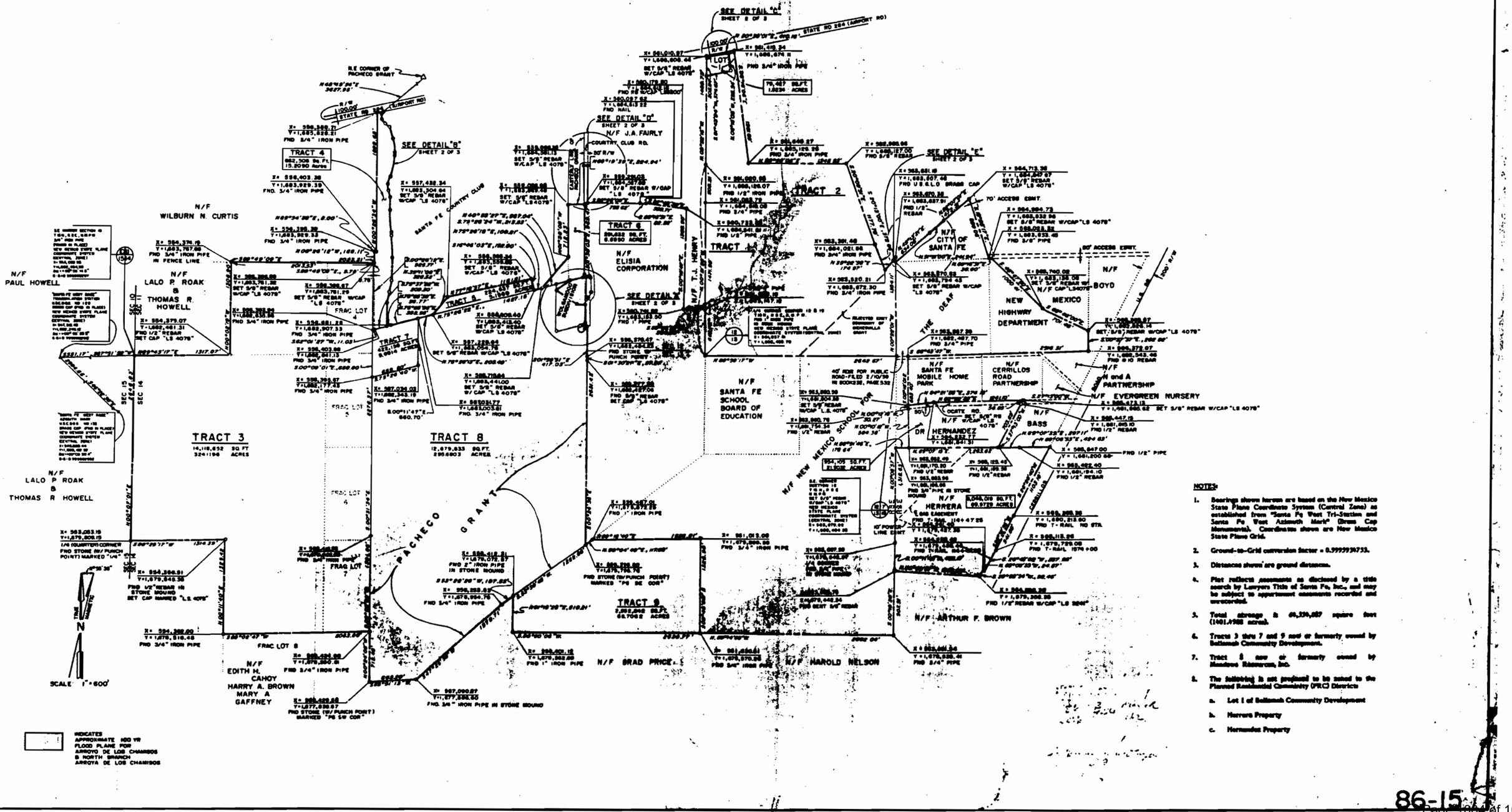
VICINITY MAP
SCALE 1" = 1000'

Mazria Associates, Inc.
The Flance Company
Calthorpe Associates
Jorge Gonzalez & Associates
Campbell Okuma Perkins Associates, Inc.
Housing Support Inc.
The Enterprise Foundation

REVISION BOX

NO.	DATE	REVISION	BY
1	12-20-93	MAZRIA ADDITIONS	JCBA
2	1-5-94	CITY ADDITIONS(PORTER)	JCBA

ANNEXATION PLAT
FOR
TRACTS 1 THRU 9
TIERRA CONTENTA,
WOLGAMOOD SUBDIVISION
AND
CONTIGUOUS LANDS (EAST)
WITHIN
TOWNSHIP 16 NORTH, RANGES 8 & 9 EAST, NEW MEXICO PRINCIPAL MERIDIAN
SANTA FE COUNTY, NEW MEXICO
JUNE 1985

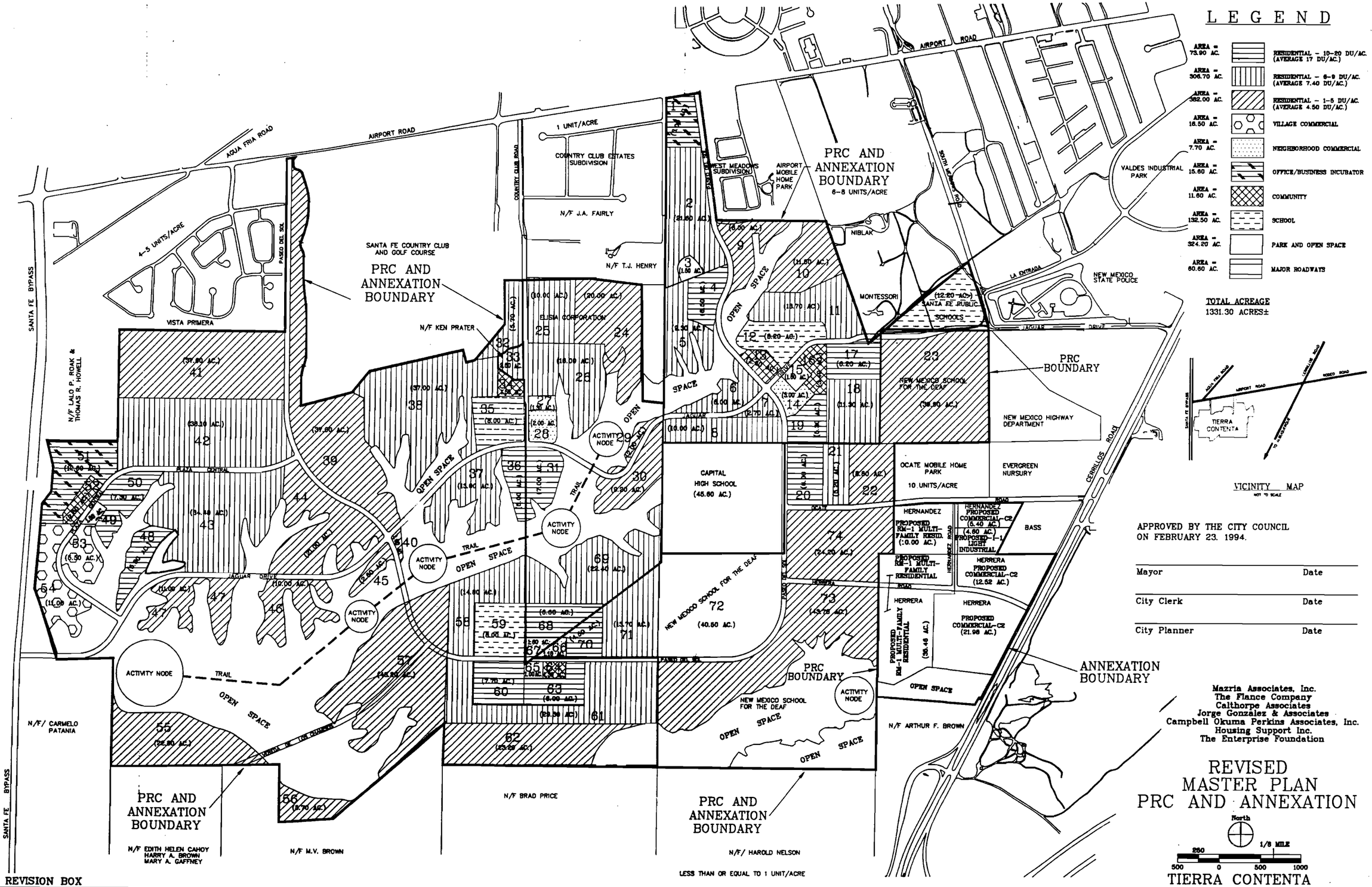


NOTES:

1. Bearings shown hereon are based on the New Mexico State Plane Coordinate System (Central Zone) as established from "Santa Fe West Tri-Station and Santa Fe West Azimuth Mark" (Brass Cap Monument). Coordinates shown are New Mexico State Plane Grid.
2. Ground-to-Grid conversion factor = 0.9999539753.
3. Distances shown are ground distances.
4. Plat reflects easements as disclosed by a title search by Lawyers Title of Santa Fe, Inc., and may be subject to appurtenant easements recorded and unrecorded.
5. Total acreage is 69,334,057 square feet (1601.4988 acres).
6. Tracts 3 thru 7 and 9 now or formerly owned by Sellemah Community Development.
7. Tract 8 now or formerly owned by Meadows Resources, Inc.
8. The Subdivision is not proposed to be zoned to the Planned Residential Community (PRC) Districts
   a. Lot 1 of Sellemah Community Development
   b. Herrera Property
   c. Hernandez Property

86-15

SHEET 1 OF 3



LEGEND

AREA = 73.90 AC.	RESIDENTIAL – 10-20 DU/AC. (AVERAGE 17 DU/AC.)
AREA = 306.70 AC.	RESIDENTIAL – 6-9 DU/AC. (AVERAGE 7.40 DU/AC.)
AREA = 382.00 AC.	RESIDENTIAL – 1-5 DU/AC. (AVERAGE 4.50 DU/AC.)
AREA = 18.50 AC.	VILLAGE COMMERCIAL
AREA = 7.70 AC.	NEIGHBORHOOD COMMERCIAL
AREA = 15.60 AC.	OFFICE/BUSINESS INCUBATOR
AREA = 11.60 AC.	COMMUNITY
AREA = 132.50 AC.	SCHOOL
AREA = 324.20 AC.	PARK AND OPEN SPACE
AREA = 60.60 AC.	MAJOR ROADWAYS

TOTAL ACREAGE
1331.30 ACRES±

VICINITY MAP
NOT TO SCALE

APPROVED BY THE CITY COUNCIL
ON FEBRUARY 23. 1994.

Mayor	Date
City Clerk	Date
City Planner	Date

Mazria Associates, Inc.
The Flance Company
Calthorpe Associates
Jorge Gonzalez & Associates
Campbell Okuma Perkins Associates, Inc.
Housing Support Inc.
The Enterprise Foundation

REVISED MASTER PLAN PRC AND ANNEXATION

North
1/8 MILE
250
500 0 500 1000

TIERRA CONTENTA
SANTA FE, NEW MEXICO
SHEET 4 OF 20

REVISION BOX

NO.	DATE	REVISION	BY
1	12-20-93	MAZRIA ADDITIONS	JCdeA
2	1-5-94	CITY ADDITIONS(PORTER)	JCdeA

J:\SMPLUS - 4/13/94

29203

PHASE 1 DEVELOPMENT PROGRAM AND TRACT DATA

TRACT	LAND USE	NET ACREAGE	NO.OF UNITS	OWNER
1	Office / Business Incubator	3.0		City / TCC
2	Residential (6-9 du/acre)	21.6	162	City / TCC
3	Park	1.5		City / TCC
4	Residential (10-20 du/acre)	6.5	111	City / TCC
5	Residential (6-9 du/acre)	9.3	70	City / TCC
6	Residential (6-9 du/acre)	6.0	45	City / TCC
7	Residential (6-9 du/acre)	2.7	24	City / TCC
8	High School Expansion	10.0		City / TCC
9	Residential (1-5 du/acre)	8.0	36	City / TCC
10	Residential (1-5 du/acre)	11.5	52	City / TCC
11	Residential (6-9 du/acre)	13.7	103	City / TCC
12	Elementary School	8.2		City / TCC
13	Community	2.6		City / TCC
14	Neighborhood Commercial	3.0		City / TCC
15	Park	1.6		City / TCC
16	Community	3.4		City / TCC
17	Residential (10-20 du/acre)	6.2	105	City / TCC
18	Residential (6-9 du/acre)	11.3	85	City / TCC
19	Residential (10-20 du/acre)	5.3	90	City / TCC
20	Residential (10-20 du/acre)	6.0	96	SFD
21	Residential (6-9 du/acre)	5.2	36	SFD
22	Residential (1-5 du/acre)	8.8	35	SFD
23	Residential (1-5 du/acre)	39.5	158	SFD
24	Residential (1-5 du/acre)	20.0	90	Elisia
25	Residential (6-9 du/acre)	10.0	75	Elisia
26	Residential (6-9 du/acre)	16.0	120	Elisia
29	Residential (1-5 du/acre)	2.0	9	Elisia
30	Residential (1-5 du/acre)	9.2	41	Elisia
32	Residential (6-9 du/acre)	5.7	43	City / TCC
33	Residential (6-9 du/acre)	2.5	15	Prater
34	Community	1.5		City / TCC
PHASE 1 TOTALS		261.8	1601	

PHASE 2 DEVELOPMENT PROGRAM AND TRACT DATA

TRACT	LAND USE	NET ACREAGE	NO.OF UNITS	OWNER
27	Park	1.3		Elisia
28	Neighborhood Commercial	2.0		Elisia
31	Residential (10-20 du/acre)	7.0	126	Elisia
35	Elementary School	8.0		City / TCC
36	Residential (10-20 du/acre)	5.0	85	City / TCC
37	Residential (6-9 du/acre)	13.0	98	City / TCC
38	Residential (6-9 du/acre)	37.0	278	City / TCC
39	Residential (1-5 du/acre)	37.0	167	City / TCC
40	Residential (1-5 du/acre)	1.0	5	City / TCC
41	Residential (1-5 du/acre)	37.6	169	City / TCC
42	Residential (6-9 du/acre)	38.1	286	City / TCC
43	Residential (6-9 du/acre)	34.4	258	City / TCC
44	Residential (1-5 du/acre)	21.0	95	City / TCC
45	Residential (1-5 du/acre)	2.6	12	City / TCC
46	Residential (1-5 du/acre)	10.0	45	City / TCC
47	Residential (1-5 du/acre)	11.0	50	City / TCC
48	Residential (10-20 du/acre)	5.8	99	City / TCC
49	Park	1.5		City / TCC
50	Residential (10-20 du/acre)	7.3	124	City / TCC
51	Office / Business Incubator	12.6		City / TCC
52	Community	2.8		City / TCC
53	Village Commercial	5.5		City / TCC
54	Village Commercial	11.0		City / TCC
74	Residential (1-5 du/acre)	24.2	97	SFD
PHASE 2 TOTALS		336.7	1994	

PHASE 3 DEVELOPMENT PROGRAM AND TRACT DATA

TRACT	LAND USE	NET ACREAGE	NO.OF UNITS	OWNER
55	Residential (1-5 du/acre)	22.8	103	City / TCC
56	Residential (1-5 du/acre)	5.7	26	City / TCC
57	Residential (1-5 du/acre)	43.2	194	City / TCC
58	Residential (6-9 du/acre)	14.8	111	City / TCC
59	Private School	8.0		City / TCC
60	Residential (10-20 du/acre)	7.7	131	City / TCC
61	Residential (6-9 du/acre)	29.3	220	City / TCC
62	Residential (1-5 du/acre)	23.2	104	City / TCC
63	Residential (10-20 du/acre)	6.0	102	City / TCC
64	Community	1.3		City / TCC
65	Park	1.0		City / TCC
66	Neighborhood Commercial	1.1		SFD
67	Neighborhood Commercial	1.6		Elisia
68	Residential (10-20 du/acre)	6.6	119	Elisia
69	Residential (6-9 du/acre)	22.4	168	Elisia
70	Residential (10-20 du/acre)	4.5	72	SFD
71	Residential (6-9 du/acre)	13.7	96	SFD
72	School for the Deaf Campus	40.5		SFD
73	Residential (1-5 du/acre)	43.7	175	SFD
PHASE 3 TOTALS		297.1	1621	

CITY OF SANTA FE/TCC	NO. OF UNITS	% TOTAL UNITS	ACREAGE
Residential (1-5 du/acre)	1058	28.7	234.6
Residential (6-19 du/acre)?	1783	48.3	236.9
Residential (10-20 du/acre)	847	23.0	49.8
Neighborhood Commercial			3.0
Community			11.6
Office / Business Incubator			15.6
Village Commercial			16.5
Schools			34.2
Park / Open Space			213.4
Major Roads			44.4
CITY OF SANTA FE / TCC TOTAL	3688	100.0	860.0

ELISIA PARTNERSHIP	NO. OF UNITS	% TOTAL UNITS	ACREAGE
Residential (1-5 du/acre)	140	18.7	31.2
Residential (6-19 du/acre)	363	48.5	48.4
Residential (10-20 du/acre)	245	32.8	13.6
Neighborhood Commercial			3.6
Park / Open Space			48.9
Major Roads			4.3
ELISIA PARTNERSHIP TOTAL	748	100.0	150.0

SCHOOL FOR THE DEAF	NO. OF UNITS	% TOTAL UNITS	ACREAGE
Residential (1-5 du/acre)	465	60.8	116.2
Residential (6-19 du/acre)	132	17.2	18.9
Residential (10-20 du/acre)	168	22.0	10.5
Neighborhood Commercial			1.1
School			40.5
Park / Open Space			61.9
Major Roads			11.9
SCHOOL FOR THE DEAF TOTAL	765	100.0	261.0

PRATER	NO. OF UNITS	% TOTAL UNITS	ACREAGE
Residential (6-19 du/acre)	15	100.0	2.5
PRATER TOTAL	15	100.0	2.5

SANTA FE PUBLIC SCHOOLS	UNITS	NO. OF UNITS	% TOTAL ACREAGE
Schools			57.8
SANTA FE PUBLIC SCHOOLS TOTAL			57.8

PRC AREA	NO. OF UNITS	% TOTAL UNITS	ACREAGE
Residential (1-5 du/acre)	1663	31.9	382.0
Residential (6-19 du/acre)	2293	44.0	306.7
Residential (10-20 du/acre)	1260	24.0	73.9
Neighborhood Commercial			7.7
Community			11.6
Office / Business Incubator			15.6
Village Commercial			16.5
Schools			132.5
Park Open Space			324.2
Major Roads			60.6
PRC TOTAL	5216	100.0	1331.3
Park / Open Space acreage per dwelling unit			.062

HERRERA ASSOCIATES * (not included in PRC request)	NO. OF UNITS	% TOTAL UNITS	ACREAGE
Multifamily Residential (RM-1)	390	100.0	35.5
General Commercial (C-2)			34.5
Park / Open Space			*
Major Roads			*
SEE NOTE * 2			
HERRERA ASSOCIATES TOTAL	390	100.0	70.0

DR. HERNANDEZ * (not included in PRC request)	NO. OF UNITS	% TOTAL UNITS	ACREAGE
Multifamily Residential (RM-1)	200	100.0	10.0
General Commercial (C-2)			5.4
Light Industrial (I-1)			4.6
Park / Open Space			*
Major Roads			*
SEE NOTE * 3			
DR. HERNANDEZ TOTAL	200	100.0	20.0

* Gross acreage estimates, no deductions made for Park / Open Space or Major Roads.

ANNEXATION AREA	NO. OF UNITS	% TOTAL UNITS	ACREAGE
Residential (1-5 du/acre)	1663	28.7	382.0
Residential (6-19 du/acre)	2293	39.5	306.7
Residential (10-20 du/acre)	1850	31.8	73.9
Neighborhood Commercial			7.7
Community			11.6
Office / Business Incubator			15.6
Village Commercial			16.5
Multifamily Residential (RM-1)			45.5
General Commercial (C-2)			34.5
Light Industrial (I-1)			4.6
Schools			132.5
Park / Open Space			324.2
Major Roads			60.6
ANNEXATION AREA TOTAL	5806	100.0	1421.3
Gross Density of Annexation Area			4.1 du/acre

NOTES:

1. LOTS FRONTING ON CERRILLOS ROAD SHALL COMPLY WITH THE CERRILLOS ROAD HIGHWAY CORRIDOR.

2. FOR PHASING PLAN AND DEVELOPMENT PROGRAM SEE ABOVE. SEE ALSO RESTATED ANNEXATION AGREEMENT ENTITLED "TIERRA CONTENTA, WOLGAMOOD SUBDIVISION AND CONTIGUOUS LAND (EAST)" FOR CONDITIONS OF DEVELOPMENT.

3. AT THE TIME OF APPLICATION FOR PLAT OR REZONING, A SYSTEM OF APPROPRIATELY SCALED LOCAL ROADS SHALL BE ESTABLISHED WHICH CONNECT OR ARE STUBBED OUT TO PERMIT LATER CONNECTION TO ADJOINING LOCAL ROADS ON PROPERTIES WITHIN OR NEXT TO TIERRA CONTENTA.

4. ON A PHASE BY PHASE BASIS, SUBSEQUENT PLATS SHALL ILLUSTRATE STORM WATER MANAGEMENT SYSTEMS ACCEPTABLE TO THE CITY WHICH INCLUDE FACILITY DESIGN AND MAINTENANCE PROGRAMS.

5. FOR EACH PHASE OF DEVELOPMENT, BUFFERS ACCEPTABLE TO THE PLANNING COMMISSION SHALL BE PROVIDED TO ADJACENT COUNTY RESIDENTIAL USES.

6. FOR FINAL SUBDIVISION PLATS OR DEVELOPMENT PLANS (IN THE CASE OF MULTI-FAMILY), THE DISPOSITION OF LANDS OVER 30% THAT ARE NOT LOCATED IN THE PUBLIC OPEN SPACE SYSTEM SHALL BE CLARIFIED. LANDS OUTSIDE THE OPEN SPACE SYSTEM THAT ARE OVER 30% SHALL BE IDENTIFIED AS REMAINING UNDISTURBED PER THE CITY CODE OR AS REQUIRING A VARIANCE.

7. SUBMITTALS SHALL BE PREPARED ON A PHASE BY PHASE BASIS FOR IMPROVEMENT PLANS, VEGETATION PLANS (INCLUDING USE OF NATIVE PLANTS) AND IRRIGATION PLANS (INCLUDING XERISCAPE AND USE OF EFFLUENT WATER) IN PARKS, OPEN SPACE, ROADWAYS, DRAINAGES, AND COMMUNITY FACILITIES. THE CITY PARKS AND PUBLIC WORKS DEPARTMENTS SHALL REVIEW THE SUBMITTALS TO DETERMINE ACCEPTABLE PLANS.

8. THERE SHALL BE ENTRANCE WAYS OR TRAIL HEADS TO PROVIDE CONVENIENT ACCESS TO THE NEIGHBORHOOD AND COMMUNITY PARKS LOCATED WITHIN THE URBAN PARK.

9. ON A PHASE BY PHASE BASIS, THE CITY PARKS DEPARTMENT SHALL RECOMMEND SIZE AND DEVELOPMENT CRITERIA FOR PARK IMPROVEMENTS.

10. ROADS WILL BE CONSTRUCTED CONSISTENT WITH CITY CODE OR VARIANCES FROM THE CITY CODE SHALL BE OBTAINED FROM CITY HALL.

11. FOR AMENDED MASTER PLAN SEE SHEET 4 OF 20. SEE ALSO RESTATED ANNEXATION AGREEMENT ENTITLED "TIERRA CONTENTA, WOLGAMOOD SUBDIVISION AND CONTIGUOUS LAND (EAST)"FOR CONDITIONS OF DEVELOPMENT.

12. HERRERA PROPERTIES: FOR CONDITIONS OF APPROVAL SEE CASE ZA1993-32 AND ZA1993-33, APPROVED BY THE CITY COUNCIL ON FEB. 23, 1994, AND RESTATED AGREEMENT.

13. HERNANDEZ PROPERTIES FOR CONDITIONS OF APPROVAL SEE CASE ZA1993-29 AND ZA1993-31, APPROVED BY THE CITY COUNCIL ON FEB. 23, 1994, AND RESTATED AGREEMENT.

14. FOR THE PHASING PLAN TIME PERIOD, SEE THE ANNEXATION AGREEMENT FOR THE FOLLOWING: TIME PERIOD FOR PHASING PLAN, SCHEDULE OF IMPROVEMENTS AND THE SCHEDULE OF LAND TO BE DEDICATED TO THE CITY OF SANTA FE.

15. DEVELOPMENT WITHIN THE PRC SHALL COMPLY WITH THE APPROVED DESIGN GUIDELINES. (PHASE IA APPROVED BY THE CITY COUNCIL ON NOVEMBER 9, 1994.)

APPROVED BY THE CITY COUNCIL
ON FEBRUARY 23. 1994.

Mayor — Date 12/6/94

City Clerk — Date 12/6/94

City Planner — Date 12/6/94

SEAL

Mazria Associates, Inc.
The Flance Company
Calthorpe Associates
Jorge Gonzalez & Associates
Campbell Okuma Perkins Associates, Inc.
Housing Support Inc.
The Enterprise Foundation

REVISED

DEVELOPMENT PROGRAM

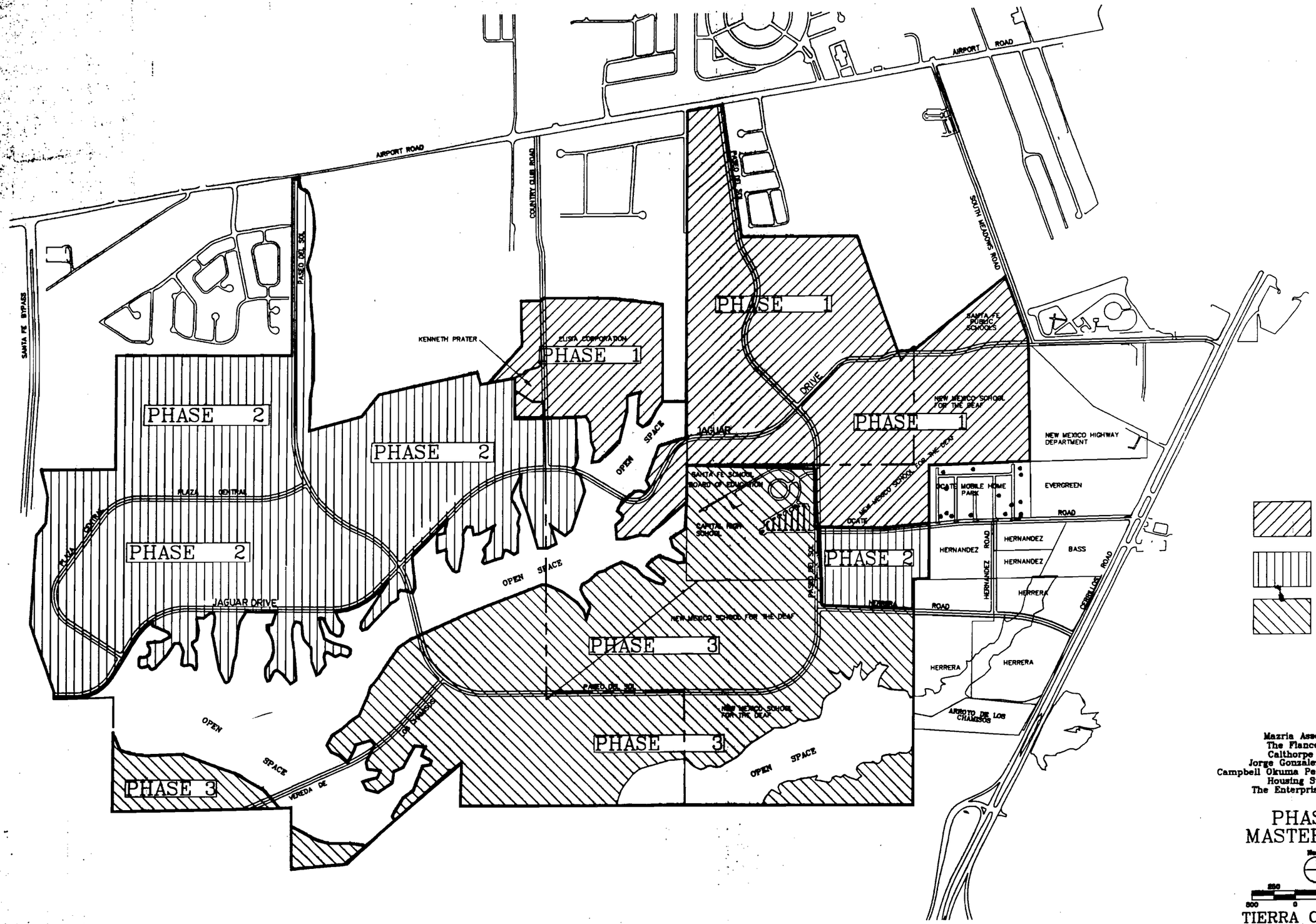
North

250 0 500 1000 1/8 MILE

TIERRA CONTENTA

SANTA FE, NEW MEXICO

SHEET 5 OF 20



Mazria Associates, Inc.
The Flance Company
Calthorpe Associates
Jorge Gonzalez & Associates
Campbell Okuma Perkins Associates, Inc
Housing Support Inc.
The Enterprise Foundation

PHASING MASTER PLAN

North

1/8 MILE

250

500 0 500 1000

TIERRA CONTENTA

SANTA FE, NEW MEXICO

REVISION BOX

NO.	DATE	REVISION	BY
1	12-20-93	MAZRIA ADDITIONS	JGA

SHEET 16 OF 28

Exhibit L

ST&E 0911226.00 LD/CL

WARRANTY DEED

Tierra Contenta Corporation, a New Mexico non-profit corporation, for consideration paid, grants to **Commercial Center at 599, Inc., a New Mexico Corporation,** whose address is P.O. Box 38, Espanola, New Mexico, 87532, the following described real estate in Santa Fe County, New Mexico.

LEGAL DESCRIPTION

CERTAIN PARCELS OF LAND COMPRISED OF TRACT 51A, TRACT 51B, TRACT 54A, TRACT 54B, AND TRACT 54C ALL AS SHOWN OF THAT CERTAIN PLAT OF SURVEY ENTITLED "TIERRA CONTENTA SUBDIVISION, PHASE 2C", SITUATE WITHIN PROJECTED SECTION 14 OF TOWNSHIP 16 NORTH, RANGE 8 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, CITY AND COUNTY OF SANTA FE, NEW MEXICO, THE PERIMETER OF SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF THE HEREIN DESCRIBED TRACT, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599 AND BEING A 1/2" REBAR WITH CAP STAMPED "LS 4078", FROM WHENCE CITY OF SANTA FE CONTROL MONUMENT "SFC No.1008" BEARS SOUTH 58°35'50" WEST, 43.47 FEET DISTANT;

THENCE FROM SAID POINT OF BEGINNING ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 37°26'29" EAST, A DISTANCE OF 180.23 FEET, BEING MARKED BY A 5/8" REBAR;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 03°45'26" EAST, A DISTANCE OF 299.95 FEET, BEING MARKED BY A 5/8" REBAR;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 14°17'30" WEST, A DISTANCE OF 322.73 FEET, BEING MARKED BY A 5/8" REBAR MARKING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 89°43'59" EAST, A DISTANCE OF 864.14 FEET TO A POINT ON A CURVE ON THE WESTERLY RIGHT-OF-WAY OF CONTENTA RIDGE AND THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "LS 4078",

THENCE 195.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID WESTERLY RIGHT-OF-WAY OF CONTENTA RIDGE, SAID CURVE HAVING A DELTA OF 51°11'54", A RADIUS OF 219.00 FEET, AND A CHORD WHICH BEARS SOUTH 25°38'28" EAST 189.25 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF CONTENTA RIDGE, SOUTH 51°14'25" EAST TANGENT TO SAID CURVE, A DISTANCE OF 14.63 FEET TO A POINT OF CURVATURE BEING MARKED BY A BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF CONTENTA RIDGE 25.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 87°25'58", A RADIUS OF 17.00 FEET, AND A CHORD WHICH BEARS SOUTH 07°18'28" EAST 23.50 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF PLAZA CENTRAL BEING MARKED BY A BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF PLAZA CENTRAL, SOUTH 36°13'57" WEST, A DISTANCE OF 1157.75 FEET, TO A POINT OF CURVATURE BEING MARKED BY A BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 652.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID WESTERLY RIGHT-OF-WAY OF PLAZA CENTRAL, SAID CURVE HAVING A DELTA OF 73°33'34", A RADIUS OF 508.11 FEET, AND A CHORD WHICH BEARS SOUTH 00°32'50" EAST, 608.45 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF PLAZA CENTRAL, SOUTH 37°19'39" EAST, A DISTANCE OF 51.56 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

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SFC CLERK RECORDED 01/05/2010

THENCE 198.97 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID WESTERLY RIGHT-OF-WAY OF PLAZA CENTRAL, SAID CURVE HAVING A DELTA OF 26°19'41", A RADIUS OF 433.00 FEET, AND A CHORD WHICH BEARS SOUTH 50°29'30" EAST, 197.22 FEET, TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF PLAZA CENTRAL, SOUTH 63°39'20" EAST, A DISTANCE OF 464.58 FEET, TO A POINT OF CURVATURE, BEING MARKED BY A BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY OF PLAZA CENTRAL, 39.72 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 91°01'44", A RADIUS OF 25.00 FEET, AND A CHORD WHICH BEARS SOUTH 18°08'28" EAST, 35.67 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, SOUTH 27°22'24", A DISTANCE OF 17.82 FEET BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE 801.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT AND ALONG SAID NORTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, SAID CURVE HAVING A DELTA OF 63°01'13", A RADIUS OF 729.00 FEET, AND A CHORD WHICH BEARS SOUTH 58°53'00", WEST 762.02 FEET TO AND, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, NORTH 89°36'22" WEST, A DISTANCE OF 67.70 FEET, TO A POINT ON SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, AND THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 00°03'26" WEST, A DISTANCE OF 8.35 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "LS 4078",

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 20°01'55" WEST, A DISTANCE OF 820.14 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "LS 4078";

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 03°44'22" EAST, A DISTANCE OF 1025.21 FEET; TO THE POINT AND PLACE OF BEGINNING.

THE HEREIN DESCRIBED TRACTS CONTAIN 32.9476 ACRES MORE OR LESS, AND IS MORE FULLY SHOWN ON THAT CERTAIN PLAT OF SURVEY ENTITLED "TIERRA CONTENTA SUBDIVISION, PHASE 2C" PREPARED BY JAMES B. SANCHEZ, N.M.P.L.S. NUMBER 12655, ON 06-26-08, AND HAVING PROJECT NUMBER 16081314-TC P2C.

AND

A CERTAIN PARCEL OF LAND COMPRISED OF TRACT 54C, AS SHOWN OF THAT CERTAIN PLAT OF SURVEY ENTITLED "TIERRA CONTENTA SUBDIVISION, PHASE 2C", SITUATE WITHIN PROJECTED SECTION 14 OF TOWNSHIP 16 NORTH, RANGE 8 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, CITY AND COUNTY OF SANTA FE, NEW MEXICO, THE PERIMETER OF SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599 AND A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, BEING A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655",
FROM WHENCE CITY OF SANTA FE CONTROL MONUMENT "SFC NO.1008" BEARS THE FOLLOWING COURSES:

NORTH 00°03'26" WEST, A DISTANCE OF 74.35 FEET; THENCE NORTH 20°01'55" WEST, A DISTANCE OF 820.14 FEET; THENCE NORTH 03°44'22" EAST, A DISTANCE OF 1025.21 FEET; THENCE SOUTH 58°35'50" WEST, A DISTANCE OF 43.47 FEET DISTANT;

THENCE FROM SAID POINT OF BEGINNING ALONG SAID NORTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, SOUTH 89°36'22" EAST, A DISTANCE OF 67.18 FEET, TO A POINT OF CURVATURE, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE 713.45 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID SOUTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, SAID CURVE HAVING A DELTA OF 51°25'06", A RADIUS OF 795.00 FEET, AND A CHORD WHICH BEARS NORTH 64°41'04" EAST, 689.75' TO THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE ON SOUTH 00°00'55" EAST, A DISTANCE OF 284.37 FEET ,TO THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE SOUTH 88°24'17" WEST, A DISTANCE OF 691.02 FEET TO THE SOUTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, AND A POINT ON SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599 ,BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "LS 4078";

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 00°03'26" WEST, A DISTANCE OF 9.12 FEET TO THE POINT AND PLACE OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 1.2570 ACRES MORE OR LESS, AND IS MORE FULLY SHOWN ON THAT CERTAIN PLAT OF SURVEY ENTITLED "TIERRA CONTENTA SUBDIVISION, PHASE 2C", PREPARED BY JAMES B. SANCHEZ, N.M.P.L.S. NUMBER 12655, ON 06-26-08, AND HAVING PROJECT NUMBER 16081314-TC P2C.

SUBJECT TO: Restrictions, reservations and easements of record.

With warranty covenants.

WITNESS my hand and seal this 31st day of December, 2009.

Tierra Contenta Corporation,
a New Mexico non-profit corporation

By: James S. Hicks
Its: Executive Director

By: Kathryn Raveling
Its: President

CLERK RECORDED 01/05/2010

Unofficial copy-recorded in the Office of the Santa Fe County Clerk-Provided to EJVIGIL

ACKNOWLEDGEMENT

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

This instrument was acknowledged before me on 31st day of December, 2009, by James S. Hicks, Executive Director of Tierra Contenta Corporation, a New Mexico non-profit corporation, and Kathryn Raveling, President of Tierra Contenta Corporation, a New Mexico non-profit corporation.

OFFICIAL SEAL
James P. Lucero
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 10-21-2010

Notary Public

My Commission Expires: _____ (Seal)

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

WARRANTY DEED
PAGES: 4

I Hereby Certify That This Instrument Was Filed for Record On The 5TH Day Of January, 2010 at 10:49:53 AM And Was Duly Recorded as Instrument # 1587592 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Valerie Espinoza
Deputy _____ County Clerk, Santa Fe, NM

COUNTY CLERK RECORDED 01/05/2010

Unofficial copy-recorded in the Office of the Santa Fe County Clerk-Provided to EJVIGIL

EXHIBIT M

CORRECTED WARRANTY DEED

TIERRA CONTENTA CORPORATION, A NEW MEXICO NON-PROFIT CORPORATION, for consideration paid, grant to COMMERCIAL CENTER AT 599, INC., A NEW MEXICO CORPORATION,

whose address is P.O. BOX 38, ESPANOLA, NEW MEXICO 87532,

the following described real estate in SANTA FE County, New Mexico:

LEGAL DESCRIPTION IS ATTACHED HERETO AS "EXHIBIT A"

THIS DEED IS INTENDED TO CORRECT, REPLACE AND SUPERSEDE THAT CERTAIN WARRANTY DEED BY AND BETWEEN TIERRA CONTENTA CORPORATION, A NEW MEXICO NON-PROFIT CORPORATION, (GRANTOR) AND COMMERCIAL CENTER AT 599, INC., A NEW MEXICO CORPORATION (GRANTEE), EXECUTED ON DECEMBER 31ST, 2009 AND RECORDED IN THE OFFICE OF THE SANTA FE COUNTY CLERK ON JANUARY 5TH, 2010 AS INSTRUMENT # 1587592.

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

CORRECTED WARRANTY DEE
PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On The 17TH Day Of October, 2011 at 03:50:23 PM And Was Duly Recorded as Instrument # 1648334 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Valerie Espinoza
Deputy Theresa Attencio County Clerk, Santa Fe, NM

COUNTY CLERK VALERIEESPINOZA SANTA FE COUNTY NEW MEXICO

with warranty covenants.

WITNESS hand and seal this 13th day of October, 2011

James S. Hicks (Seal) (Seal)

Executive Director
Tierra Contenta Corp.

(Seal) (Seal)

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
COUNTY OF } ss.

The foregoing instrument was acknowledged before me this day of, 19,

by
(Name or Names of Person or Persons Acknowledging)

My commission expires:
(Seal)

Notary Public

FOR RECORDER'S USE ONLY

ACKNOWLEDGMENT FOR CORPORATION

STATE OF NEW MEXICO }
COUNTY OF Santa Fe } ss.

The foregoing instrument was acknowledged before me this 13th day of October, 2011,

by James S. Hicks,
(Name of Officer)

Executive Director of Tierra Contenta Corporation,
(Title of Officer) (Name of Corporation Acknowledging)

a New Mexico corporation, on behalf of said corporation.
(State of Incorporation)

OFFICIAL SEAL
Margaret L. Vasquez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/24/2012

Margaret L. Vasquez
Notary Public

Unofficial copy recorded in the Office of the Santa Fe County Clerk-Provided to EJVIGIL.

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SFC CLERK RECORDED 10/17/2011

SFC CLERK RECORDED 10/17/2011

EXHIBIT A
LEGAL DESCRIPTION

A CERTAIN PARCEL OF LAND COMPRISED OF A PORTION OF THE REMAINING UNDEVELOPED LANDS OF THE TIERRA CONTENTA SUBDIVISION, PHASE 2B, SAID PLAT BEING RECORDED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 579 ON PAGES 5-8, SITUATE WITHIN PROJECTED SECTION 14 OF TOWNSHIP 16 NORTH, RANGE 8 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, CITY AND COUNTY OF SANTA FE, NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY BOUNDARY OF THE HEREIN DESCRIBED TRACT, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599 AND BEING A 1/2" REBAR WITH CAP STAMPED "LS 4078", FROM WHENCE CITY OF SANTA FE CONTROL MONUMENT "SFC No.1008" BEARS SOUTH 58°35'50" WEST, 43.47 FEET DISTANT;

THENCE FROM SAID POINT OF BEGINNING ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 37°26'29" EAST, A DISTANCE OF 180.23 FEET, BEING MARKED BY A 5/8" REBAR;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 03°45'26" EAST, A DISTANCE OF 299.95 FEET, BEING MARKED BY A 5/8" REBAR;

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 14°17'30" WEST, A DISTANCE OF 322.73 FEET, BEING MARKED BY A 5/8" REBAR MARKING THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 89°43'59" EAST, A DISTANCE OF 864.14 FEET TO A POINT ON A CURVE ON THE WESTERLY RIGHT-OF-WAY OF CONTENTA RIDGE AND THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "LS 4078",

THENCE 195.69 FEET ALONG THE ARC OF A CURVE TO THE LEFT AND ALONG SAID WESTERLY RIGHT-OF-WAY OF CONTENTA RIDGE, SAID CURVE HAVING A DELTA OF 51°11'54", A RADIUS OF 219.00 FEET, AND A CHORD WHICH BEARS SOUTH 25°38'28" EAST 189.25 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF CONTENTA RIDGE, SOUTH 51°14'25" EAST TANGENT TO SAID CURVE, A DISTANCE OF 14.63 FEET TO A POINT OF CURVATURE BEING MARKED BY A BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF CONTENTA RIDGE 25.94 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA

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3FC CLERK RECORDED 10/17/2011

OF 87°25'58", A RADIUS OF 17.00 FEET, AND A CHORD WHICH BEARS SOUTH 07°18'28" EAST 23.50 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF PLAZA CENTRAL BEING MARKED BY A BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY OF PLAZA CENTRAL FOR THE FOLLOWING COURSES;

SOUTH 37°55'49" WEST, A DISTANCE OF 23.85 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE SOUTH 36°13'57" WEST, A DISTANCE OF 217.47 FEET TO A POINT OF CURVATURE BEING MARKED BY A BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 38.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 15°33'49" , A RADIUS OF 141.00 FEET, AND A CHORD WHICH BEARS SOUTH 44°00'51" WEST, 38.18 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 43.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 15°33'49" , A RADIUS OF 159.00 FEET, AND A CHORD WHICH BEARS SOUTH 44°00'51" WEST, 43.06 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE SOUTH 36°13'57" WEST, A DISTANCE OF 200.00 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE SOUTH 29°29'13" WEST, A DISTANCE OF 93.65 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE SOUTH 36°13'57" WEST, A DISTANCE OF 221.56 FEET TO A POINT OF CURVATURE BEING MARKED BY A BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 38.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 15°33'49" , A RADIUS OF 141.00 FEET, AND A CHORD WHICH BEARS SOUTH 44°00'51" WEST, 38.18 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 43.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 15°33'49" , A RADIUS OF 159.00 FEET, AND A CHORD WHICH BEARS SOUTH 44°00'51" WEST, 43.06 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE SOUTH 36°13'57" WEST, A DISTANCE OF 200.00 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

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THENCE SOUTH 27°58'50" WEST, A DISTANCE OF 98.16 FEET TO A POINT OF CURVATURE BEING MARKED BY A BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;
THENCE 177.40 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 19°57'54" , A RADIUS OF 509.11 FEET, AND A CHORD WHICH BEARS SOUTH 19°56'10" WEST 176.51 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 18.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 25°46'32" , A RADIUS OF 41.00 FEET, AND A CHORD WHICH BEARS SOUTH 22°50'29" WEST 18.29 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 32.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 31°10'30", A RADIUS OF 59.00 FEET, AND A CHORD WHICH BEARS SOUTH 20°08'30" WEST 31.71 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE NORTH 85°26'45" WEST, A DISTANCE OF 8.00 FEET TO A POINT OF CURVATURE BEING MARKED BY A BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 36.16 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 03°54'57", A RADIUS OF 529.11 FEET, AND A CHORD WHICH BEARS SOUTH 02°35'46" WEST 36.15 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE SOUTH 89°21'42" EAST, A DISTANCE OF 8.00 FEET TO A POINT OF CURVATURE BEING MARKED BY A BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 32.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 31°10'30", A RADIUS OF 59.00 FEET, AND A CHORD WHICH BEARS SOUTH 14°56'57" EAST 31.71 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 18.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 25°46'32", A RADIUS OF 41.00 FEET, AND A CHORD WHICH BEARS SOUTH 17°38'57" EAST 18.29 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 79.47 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 8°56'39", A RADIUS OF 509.11 FEET, AND A CHORD WHICH BEARS SOUTH 09°14'00" EAST 79.39 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 28.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 11°29'41" , A RADIUS OF 141.00 FEET, AND A CHORD WHICH BEARS SOUTH 07°57'29" EAST 28.24 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

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THENCE 58.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 21°01'26", A RADIUS OF 159.00 FEET, AND A CHORD WHICH BEARS SOUTH 12°43'22" EAST 58.02 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 127.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 14°05'34", A RADIUS OF 520.11 FEET, AND A CHORD WHICH BEARS SOUTH 30°16'52" EAST 127.61 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE SOUTH 37°19'39" EAST, A DISTANCE OF 77.48 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE SOUTH 38°28'19" EAST, A DISTANCE OF 127.66 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE 53.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 18°11'42", A RADIUS OF 169.00 FEET, AND A CHORD WHICH BEARS SOUTH 46°25'30" EAST 53.44 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE SOUTH 37°19'39"EAST, A DISTANCE OF 19.35 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE 111.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 11°46'07", A RADIUS OF 544.00 FEET, AND A CHORD WHICH BEARS SOUTH 43°12'42" EAST 111.54 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE SOUTH 49°05'46"" EAST, A DISTANCE OF 225.90 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE SOUTH 57°13'34"EAST, A DISTANCE OF 28.28 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE SOUTH 49°05'46"EAST, A DISTANCE OF 15.03 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY OF PLAZA CENTRAL 28.66 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 20°47'18", A RADIUS OF 79.00 FEET, AND A CHORD WHICH BEARS SOUTH 38°42'07" EAST 28.51 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 59.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 43°10'43", A RADIUS OF 79.00 FEET, AND A CHORD WHICH BEARS SOUTH 06°43'06" EAST 58.14 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 17.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 10°00'20", A RADIUS OF 101.00 FEET, AND A CHORD WHICH

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BEARS SOUTH 09°52'05" WEST 17.62 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 60.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 38°50'09", A RADIUS OF 89.00 FEET, AND A CHORD WHICH BEARS SOUTH 24°17'00" WEST 59.18 FEET, TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE FOR THE FOLLOWING COURSES;
SOUTH 43°42'04" WEST, A DISTANCE OF 45.64 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE SOUTH 51°45'29" WEST, A DISTANCE OF 29.20 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE 49.35 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 05°55'42", A RADIUS OF 477.00 FEET, AND A CHORD WHICH BEARS SOUTH 47°47'47" WEST 49.33 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 52.61 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 21°22'41", A RADIUS OF 141.00 FEET, AND A CHORD WHICH BEARS SOUTH 61°26'58" WEST 52.30 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 31.36 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 11°18'04", A RADIUS OF 159.00 FEET, AND A CHORD WHICH BEARS SOUTH 66°29'17" WEST 31.31 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 224.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 27°34'02", A RADIUS OF 466.00 FEET, AND A CHORD WHICH BEARS SOUTH 74°37'16" WEST 222.06 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE SOUTH 88°24'17" WEST, A DISTANCE OF 184.64 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 00°03'26" WEST, A DISTANCE OF 5.47 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "LS 4078",

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599, NORTH 20°01'55" WEST, A DISTANCE OF 820.14 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "LS 4078";

THENCE ALONG SAID EASTERLY RIGHT-OF-WAY OF STATE ROAD NUMBER 599,

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NORTH 03°44'22" EAST, A DISTANCE OF 1025.21 FEET; TO THE POINT AND PLACE OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 31.1540 ACRES MORE OR LESS, REFER TO "REVISED MASTER PLAN PRC AND ANNEXATION", RECORDED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 292 ON PAGES 36-37.

AND

A CERTAIN PARCEL OF LAND COMPRISED OF A PORTION OF THE REMAINING UNDEVELOPED LANDS OF THE TIERRA CONTENTA SUBDIVISION, PHASE 2B, SAID PLAT BEING RECORDED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 579 ON PAGES 5-8, SITUATE WITHIN PROJECTED SECTION 14 OF TOWNSHIP 16 NORTH, RANGE 8 EAST, OF THE NEW MEXICO PRINCIPAL MERIDIAN, CITY AND COUNTY OF SANTA FE, NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT, A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, BEING A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655", FROM WHENCE CITY OF SANTA FE CONTROL MONUMENT "SFC NO.1008" BEARS NORTH 16°23'00" WEST, A DISTANCE OF 1,924.39 FEET DISTANT;

THENCE FROM SAID POINT OF BEGINNING ALONG SAID SOUTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE FOR THE FOLLOWING COURSES;
178.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 18°26'28", A RADIUS OF 554.00 FEET, AND A CHORD WHICH BEARS NORTH 68°16'01" EAST 177.54 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 29.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 41°34'52", A RADIUS OF 41.00 FEET, AND A CHORD WHICH BEARS NORTH 35°26'26" EAST 29.11 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 100.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 10°37'46", A RADIUS OF 543.00 FEET, AND A CHORD WHICH BEARS NORTH 50°54'59" EAST 100.59 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE NORTH 35°34'16" EAST, A DISTANCE OF 26.17 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE NORTH 43°42'04" EAST, A DISTANCE OF 14.16 FEET TO A POINT OF CURVATURE BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, AND CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY OF PLAZA CENTRAL FOR THE FOLLOWING COURSES: 88.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 64°19'15", A RADIUS OF 79.00 FEET, AND

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A CHORD WHICH BEARS NORTH 75°51'41" EAST 84.10 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 24.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 13°58'48", A RADIUS OF 101.00 FEET, AND A CHORD WHICH BEARS SOUTH 78°58'05" EAST 24.58 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 59.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 38°21'08", A RADIUS OF 89.00 FEET, AND A CHORD WHICH BEARS SOUTH 66°46'55" EAST 58.47 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE SOUTH 47°36'21" EAST, A DISTANCE OF 31.61 FEET TO A POINT OF CURVATURE BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE 9.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 01°07'10", A RADIUS OF 480.00 FEET, AND A CHORD WHICH BEARS SOUTH 47°02'46" EAST 9.38 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE SOUTH 38°20'36" EAST, A DISTANCE OF 39.73 FEET TO A POINT OF CURVATURE BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE 348.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 41°56'31", A RADIUS OF 476.00 FEET, AND A CHORD WHICH BEARS SOUTH 20°46'35" EAST 340.72 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE SOUTH 00°11'41" WEST, A DISTANCE OF 116.20 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY OF PLAZA CENTRAL ON NORTH 89°48'24" WEST, A DISTANCE OF 221.51 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE NORTH 00°11'36" EAST, A DISTANCE OF 326.80 FEET TO A 1/2" REBAR;

THENCE SOUTH 88°24'17" WEST, A DISTANCE OF 399.37 FEET TO THE POINT AND PLACE OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 2.9725 ACRES MORE OR LESS, REFER TO "REVISED MASTER PLAN PRC AND ANNEXATION", RECORDED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 292 ON PAGES 36-37.

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THENCE FROM SAID POINT OF BEGINNING ALONG SAID SOUTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE FOR THE FOLLOWING COURSES;
178.31 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 18°26'28", A RADIUS OF 554.00 FEET, AND A CHORD WHICH BEARS NORTH 68°16'01" EAST 177.54 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 29.75 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 41°34'52", A RADIUS OF 41.00 FEET, AND A CHORD WHICH BEARS NORTH 35°26'26" EAST 29.11 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE 100.74 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A DELTA OF 10°37'46", A RADIUS OF 543.00 FEET, AND A CHORD WHICH BEARS NORTH 50°54'59" EAST 100.59 FEET, BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655" ;

THENCE NORTH 35°34'16" EAST, A DISTANCE OF 26.17 FEET TO A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE NORTH 43°42'04" EAST, A DISTANCE OF 14.16 FEET TO A POINT OF CURVATURE BEING MARKED BY A 1/2" REBAR WITH CAP STAMPED "J.B. SANCHEZ, NMPS 12655";

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY OF JAGUAR DRIVE, AND CONTINUING ALONG THE EASTERLY RIGHT-OF-WAY OF PLAZA CENTRAL FOR THE FOLLOWING COURSES: 88.69 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A DELTA OF 64°19'15", A RADIUS OF 79.00 FEET, AND

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Unofficial Document

Karen Baldwin
[redacted]
Santa Fe New Mexico
87505
[redacted]
[redacted]

To Whom It May Concern:

I am a socially engaged citizen. I am dedicated to social justice, environmental justice, healthy lifestyle choices of the mind, body and spirit. I believe in hope, kindness, justice and humanity. I have strong work ethics and integrity.

RELEVANT SKILLS AND SERVICE EXPERIENCE

- Upbeat friendly attitude.
- Professional customer service skills.
- Ability to thrive on a team or individual projects.
- Multi-tasking and schedule management experience.
- Extensive community and youth organizing experience.
- Strong computer literacy: Micros system, POS system, cash register, credit card machine, Microsoft Word and Excel.
- Certified in Manager Level Food Safety.
- Basic marketing experience.
- Certified Alcohol Server.
- Exceptional interpersonal and conflict resolution skills.
- Mental Health First Aid Certification, QPR Certification (suicide prevention).
- Americorps V.I.S.T.A. (Volunteer In Service To America). 2009-2010. Made a commitment to fight poverty in America while living in poverty myself. Learned how systems of poverty work to perpetuate inequality. Received specific training in how to prevent and assist those in poverty. Participated in workshops through Youth Providers Summit and The Governor's Spot Light on Volunteerism.

EMPLOYMENT EXPERIENCE

Assistant General Manager
Back Road Pizza
May 2018- Current
Operational Duties: Provide direct support and oversight of Shift Leaders & crew members. Ordering and maintenance of food, beverages, smallwares, and office supplies. Maintain proper levels of food to minimize waste and ensure freshness. Monitor and control target food costs. Properly scheduling employees to maximize performance and control labor costs. Understanding local and national trends, weather, holidays and making necessary adjustments to staffing and operations.

Maintenance Duties: Oversee the repair and maintenance position and provide resources for that position when needed, as well as oversight of scheduled routine maintenance such as Grease Trap Cleaning, Oven Maintenance, Compressor cleaning, and so forth. Oversee and maintain cleanliness standards in adherence to health code.

Evaluation and Training: Conducts periodic evaluations of employees and regular training to reinforce strengths and improve areas of skill deficit. Monitor training log to ensure that all employees have completed required training. Staying abreast of company policies and procedures and ensuring that all employees understand and are able to abide by them.

Policy Enforcement: Responsible for using common sense when dealing with scenarios where there is no rule or guideline in place, and making judgment calls and setting temporary guidelines. Ensuring the safety and health of all the employees by making sure that policies are consistently followed. Perform routine safety checks, accident investigations, equipment and procedure reviews as needed. Scheduling regular team meetings and check-in's with General Manager, Shift Leaders and crew to ensure that the restaurant operates smoothly and issues are addressed in a thoughtful and timely manner. Respond with calm demeanor to emergency situations to ensure safety of staff and customers.

Staff and line cook, (seasonal)
BDK catering
Keystone, SD June- September 2018
Responsibilities: Prepared meals for banquette events. Followed recipes for baking and stove cooking. Worked with kitchen equipment and provided consistent high quality food.

Wine and beer bartender (seasonal)
K Bar S Lodge
Keystone SD June-September 2018
Responsibilities: Crafted wine and liquor based cocktails. Poured locally crafted and domestic beers for

lodge guests including banquet events.

Receptionist, Host and Server
Powder House Lodge and Restaurant (Seasonal)
Keystone, SD 2013-2018
Responsibilities: Provided quality and professional customer service to all lodging guests. Managed guest registration, including special needs, complaints, online and phone bookings. Responded to lodging inquiries. Processing cash and credit card payments online and in person. Assisted with guest checkout procedure. Answered phone calls and responded to voice messages in a timely manner. Filed past registration information and invoices for lodge and restaurant. Seated guests and processed cash, credit card and check payments. Provided all dining guests with a pleasant and casual dining experience through having a friendly personality and being attentive to each table's needs.

Adult and Teen Bust Program Director (contracted work)
Wise Fool New Mexico
May-July 2016, May-July 2017
Responsibilities: Basic Marketing, Program design, and implementation. Performance support
, building participants skills and competencies in performance and social justice arts.

Middle school liaison, Juntos Program Coordinator (Contracted work)
SFPS Adelante
2016-2017
Responsibilities: Tracked the progress of middle school students that were enrolled in the SFPS Adelante program. Provided support with food, school supplies, tutoring and made referrals to needed services for the student and also the students family. Coordinated volunteers prepared community meals, food distribution and parent and student services for families enrolled in SFPS Adelante on a weekly basis.

Senior Trainer
Earth Care
January 2015-June 2020
Responsibilities: Program recruitment, Coordinating all program days, training schedule, participant tracking, reporting, and communications. Engaged in ongoing training, food preparation, logistics, and event planning. Oversaw all training in youth programs as well as Americorps Food Justice Cadre and the Sustainability Education program at both Milagro and Ortiz Middle School. Provided education and training in social and environmental justice. Provided skill building and community networking. Assisted with fundraising and maintaining partnerships. Attended community meetings. Assisted with the Mayor's Youth Summits. Coordinated and Facilitated annual staff/participant retreats.

Sales Associate,
Petco Los Angeles, CA 2014

Responsibilities: Provided quality and professional customer service to all guests utilizing the GUEST+ model (Greet Understand Educate Suggest and Thank). Assisted all guests with their animal needs. Answered phones and assisted management with planogram. Stocked shelves and educated guests about new animal care and wellness products.

New Mexico Gay Straight Alliance (GSA) Network Program Coordinator
The Santa Fe Mountain Center Santa Fe, NM 2010-2013

Responsibilities: Worked with GSAs throughout New Mexico in middle schools, high schools, colleges and universities. Provided technical support for developing and managing various trainings, including GSA, anti-oppression, inclusion, and anti-addiction workshops. Cultivated leadership skills in youth participants through educational workshops and coordinating major events. Managed outreach initiatives, grants and contracts. Produced relevant outcome reports and maintained internal program documentation.

Youth Coordinator
Earthcare Santa Fe, NM 2009-2010

Responsibilities: Worked with Santa Fe Mountain Center's Native American Emergence program to develop a decolonization curriculum geared towards educating teens. Managed large-scale youth-led events, youth organizing and project support. Revitalized Youth Allies Action Network and coordinated Youth Allies for Sustainability Leadership Institute. Assisted with basic marketing for programs and collaborated with other local non-profits.

Deli Clerk
La Montanita Food Co-op Santa Fe, NM 2007-2009
Responsibilities: Provided exceptional customer service and maintained deep understanding of all store departments. Operated deli equipment safely. Able to educate and make relevant product recommendations in deli, as well as across other departments. Ensured that food safety and sanitary guidelines were consistently followed while preparing and maintaining deli items.

Server
Diego's Café Bar and Grill Santa Fe, NM 2005-2007
Responsibilities: Managed 10-5 tables and provided excellent customer service, while ensuring consistent food quality.

Tour Guide
Sitting Bull Crystal Caverns Rockerville, SD 2000-2005
Responsibilities: Guided large groups tours and gave history and geology presentations. Made sure visitors abided by safety guidelines.

Server

Carini's Italian Restaurant **Rapid City, SD** **2004-2005**
Responsibilities: Managed 10-5 tables; food quality; customer service; cleaning

EDUCATION
Fort Lewis College 2004-2005

HIGH SCHOOL DIPLOMA
The Oakley School 2000-2004

References:

Piper Kapin
Business Owner of Backroad Pizza
[redacted]

Ben Brink
Powder House Lodge and Restaurant Owner
[redacted]

Theresa Delueew
BDK catering manager
[redacted]

Curriculum Vitae – Emily A. Haozous, PhD, RN, FAAN

Contact Information

Emily Ann Haozous PhD, RN, FAAN
Research Scientist
Pacific Institute for Research and Evaluation
[redacted]
Albuquerque, NM 87106-4341
[redacted]

Education

2003 – 2009	Yale University School of Nursing New Haven, CT	PhD	Nursing
2000 – 2003	Yale University School of Nursing New Haven, CT	MSN	Oncology Nursing
1991 – 1995	University of California Santa Cruz, CA	BA	Music

Professional Experience

2018 – Present	Pacific Institute for Research and Evaluation Albuquerque, NM	Research Scientist
2016 – 2018	University of New Mexico College of Nursing Albuquerque, NM	Associate Professor, Tenured
2016 – 2017	University of New Mexico College of Nursing Albuquerque, NM	PhD Program Director
2015 – 2016	University of New Mexico College of Nursing Albuquerque, NM	Interim PhD Program Director
2009 – 2016	University of New Mexico College of Nursing Albuquerque, NM	Assistant Professor, Tenure Track

2009	Yale University School of Nursing New Haven, CT	Nurse Practitioner Consultant, Curriculum Development
2006	Yale University School of Nursing New Haven, CT	Graduate Teaching Assistant
2003 – 2007	Yale University School of Nursing New Haven, CT	Research Nurse Practitioner Nursing's Impact on Quality of Life Outcomes in Ovarian Cancer 1R01NR007778-01A2 Principal Investigator: Ruth McCorkle, Yale School of Nursing
2003 – 2004	Yale University School of Nursing New Haven, CT	Research Nurse Patient Goal Assessment in Treatment Decision Making Principal Investigator: Sidney Bogardus, Yale School of Medicine
2003 – 2004	Connecticut Hospice Branford, CT	Staff Nurse
2002	Yale University School of Nursing New Haven, CT	Research Assistant

Licensure

State of New Mexico Registered Nurse, License #R62162

Scholarships, Honors and Awards

2020	Awardee	National Cancer Institute Director's Award of Merit, Trinity Nuclear Test Risk Assessment Study Team
2017	Nominee	New Mexico Nursing Excellence Award; Education, Academics, & Research category
2016	Regent's Professor	Nominated award granted by University of New Mexico Board of Regents
2015	Fellow	American Academy of Nursing
2013 – 2015	Hampton Faculty Fellow	Mayo Clinic Spirit of Eagles American Indian/Alaska Native Leadership Initiative
2013	Awardee	Research Award: Excellence in Research, Sigma Theta Tau International, Gamma Sigma Gamma Chapter

2012 – 2014	Senior Fellow	New Mexico Center for the Advancement for Research, Engagement, & Science on Health Disparities (NM CARES HD)
2012	Awardee	Oncology Nursing Society Victoria Mock New Investigator Award
2011 – 2015	Senior Fellow	Robert Wood Johnson Foundation Center for Health Policy at the University of New Mexico
2010 – 2012	Loan Repayment Awardee	National Institute of Health Loan Repayment Program
2010 – 2013	Regents' Lecturer	Nominated award granted by University of New Mexico Board of Regents
2009 – 2011	Native Investigator	Native Investigator Development Program, University of Colorado Denver and University of Washington Native Elder Research Center and Resource Center for Minority Aging Research
2009	Scholarship	White Eagle Memorial Scholarship Scholarship for travel to National Coalition for Ethnic Minority Nursing Associations Conference, Albuquerque, NM
2008 – 2009	Scholarship	American Indian Graduate Center
2008	Scholarship	Scholarship award to attend 20th Annual Native Health Research Conference, Portland, OR
2008	Awardee	Poster Presentation Excellence Award, PhD category, National Coalition of Ethnic Minority Nursing Associations Conference, San Diego, CA
2007 – 2008	Mentee	National Coalition of Ethnic Minority Nurses
2003	Scholarship	Native Researchers Cancer Control Training Program
2003	Scholarship	Oncology Nursing Society Annual Congress, Denver, CO, Scholarship for travel to conference
2001 – 2003	Scholarship	Fort Sill Apache Tribe Education Scholarship
2001 – 2003	Scholarship	American Indian Graduate Center

Grants

2025-2026	Principal Investigator	*New Mexico American Indian and Alaska Native Maternal Morbidity Study* ($20,000, Anchorum

		Foundation)
2022-2024	Qualitative Data Analysis Lead	Improving Outcomes of Georgia's Children and Families Affected by Substance Abuse: Strengthening the Partnership Between the Division of Family & Children Services and Family Treatment Court
2022-2023	PIRE Consultant, Report Author	State of California Community Mental Health Equity Project
2021-2026	External Evaluator	Wichita and Affiliated Tribes, *Native American Initiative Against HIV (NAIAH)*, SAMHSA Center for Substance Abuse and Prevention Minority AIDS Initiative (SP082220, $120,000)
2021-2023	Co-Investigator	Western Carolina University, *Culturally tailoring an advance care planning intervention for American Indians* (1R21NT019910-01, subcontract, $83,356)
2020-2022	Co-Investigator	Roswell Park Comprehensive Cancer Center, *A novel sugar-sweetened beverage reduction intervention for Native American men* (5R56NR019498, Subcontract, $32,855)
2020-2021	Principal Investigator	Albuquerque Area Southwest Tribal Epidemiological Center, *Activities to Support State, Tribal, Local and Territorial (STLT) Health Department Response to Public Health or Healthcare Crises* (NU1ROT00111-01-01, Subcontract, $307,739)
2020	Lead Evaluator	Notah Begay III Foundation, Revisioning the NB3Fit Programming Model
2020	Lead Evaluator	Notah Begay III Foundation, Indigenous Evaluation of the Zuni Youth Enrichment Program (ZYEP)
2018-2026	Technical Assistance Provider	California Reducing Disparities Project (CRDP)- Native American Technical Assistance Provider (NATAP)
2019-2020	Principal Investigator	COMics for Indigenous Communities Partnerships through Art, Learning, and Support (COMIC PALS), (PIRE Corporate Development Funds Pilot Grant, $18,200) (NOTE: Project discontinued due to COVID)
2016 – 2018	Site Principal Investigator	Exploring Palliative Care Communication with Alaska Native and American Indian People at Two Primary Care Sites, PI: Jennifer Shaw, Southcentral Foundation (NINR R21 NR016611-01, $106,928)

2016 – 2017	Principal Investigator	Environmental Health and Cancer Oral Histories: Narratives of Resilience (Mayo Clinic Spirit of Eagles/National Cancer Institute, $39,204)
2015 – 2016	Principal Investigator	Examining the Health Effects of IHS Underfunding on the Santa Fe Urban Indian Community (New Mexico Health Equity Partnership, $35,000)
2014 – 2015	Co-Investigator	Study of Dietary Patterns among Native Americans and Hispanics/Latinos in New Mexico at the Time of the Trinity Nuclear Test (NCI Intramural Research, PI: Steven Simon) ($48,300 to University of New Mexico)
2012 – 2014	Co-Investigator	Center of Excellence in Pain Education: Pain Management in Older Adults, National Institutes of Health/Altarum Institute Award #SC-12-028 ($274,980)
2011 – 2014	Principal Investigator	Robert Wood Johnson Nurse Faculty Scholar, Robert Wood Johnson Foundation, Project title: Examining a Culturally Targeted Intervention to Reduce American Indian Women's Mistrust of Health Information, Award # 69347 ($349,916)
2011 – 2012	Co-Investigator	Building Community Connections: The American Indian Advisory Board. University of New Mexico Office of Community Health Mini-Grant ($5,000)
2011 – 2012	Co-Principal Investigator	Roadmap to Healthy Communities: Understanding Indian Health, Co-Principal Investigators: Ken Lucero, Robert Valdez, Robert Wood Johnson Center for Health Policy at University of New Mexico, Award # 1R13MD006696-01 ($47,043)
2009 – 2014	Co-Investigator	Walking Forward- American Indian Participation in Cancer Clinical Trials, PI: Daniel Petereit, Award #5U54CA142157 ($1,213,118)
2010 – 2013	Co-Investigator	PATINA: Pain Training in Native American Communities, PI: Ardith Doorenbos, University of Washington, Award #R42CA141875 ($299,159)
2009 – 2011	Co-Investigator	Native Investigator Development Program, sponsored by the Resource Centers for Minority Aging Research in collaboration with RNACNP, PI Dedra Buchwald (University of Washington) and Spero Manson (University of Colorado), Award # 1U54CA153498 ($46,081- total direct costs awarded to UNM)

2009 – 2010	Principal Investigator	Comparing cancer survival among American Indians and Non-Hispanic Whites in New Mexico, 1994 – 1996 and 2002 – 2006 Dean's Research Award for Faculty ($2,900)
2004 – 2008	Principal Investigator	Understanding the Cancer Pain Experience in Southwestern Native Americans American Cancer Society Predoctoral Fellowship in Nursing Award #108159 ($30,000)
2004 – 2008	Principal Investigator	Exploring Cancer Pain in Southwest American Indians National Institutes of Nursing Research National Research Service Award #F31 NR009314-01 ($89,903)
2007 – 2008	Co-Investigator	Talking Circle for Breast Health University of Oklahoma College of Nursing Dean's Research Seed Grant Principal Investigator: Valerie Eschiti, University of Oklahoma College of Nursing ($2,500)

Publications

+ indicates refereed paper

+ Warne, D., Nadeau, M., Bohlen, S. A., Haozous, E. A., Jacuk, B. A., Crouch, M. A., Long, S., Tolman, T., Echo-Hawk, A., Sivaramakrishnan, B., & Kelliher, A. (2025). Systemic Racism and the health of American Indians and Alaska Natives. In I. Clarke, D. Warne, M. Z. Sharif, M. Keels, R. E. Zambrana, A. M. Villaruel, K. J. Ajrouch, L. J. Fitisemanu, E. Blacksher, M. Wray, & M. Chin (Eds.), *Systems that impact population health: Past and present* (pp. 11-48). APHA Press.

Bonilla-Silva, E., Haozous, E. A., Kayingo, G., McDade, W., Meeks, L., Nunez, A., Oyeyemi, T., Southerland, J., & Sukhera, J. (Eds.). (2025). *Reimaging medical education: The future of health equity and social justice* (1st ed.). Elsevier.

+ Goldtooth-Halwood, R., Mathende, A. M., West, C., Arkie, R., McClelland, D. J., & Haozous, E. (2025). Sugar-sweetened beverages and water intake among Indigenous youth in the United States and Canada: a scoping review of interventions. *Int J Circumpolar Health*, *84*(1), 2528298. https://doi.org/10.1080/22423982.2025.2528298

Shattuck, D., Haozous, E.A., Sebastian, R., Kellam, A., Zamarin, K. (2025), The essential role of New Mexico school nurses in supporting LGBTQ+ students. *The New Mexico Nurse*, **2**, 2, https://www.myamericannurse.com/the-essential-role-of-new-mexico-school-nurses-in-supporting-lgbtq-students/

+ Haozous, E., Yeary, K., Maybee, W., Porter, C., Zoellner, J., John, B., Henry, W. A. E., & Haring, R. C. (2024). Indigenous knowledge and sugar sweetened beverages: Qualitative adaptations towards chronic disease prevention and intervention. *Explore (NY)*, *20*(6), 103066. https://doi.org/10.1016/j.explore.2024.103066

+ Goins, R.T., Haozous, E.A., Anderson, E., & Winchester, B. (2024) Cultural tailoring advance care planning for an American Indian community: make your wishes about you. Ethnicity & Health, DOI: 10.1080/13557858.2024.2401830

Mossey, J. M., & Haozous, E. A. (2024). Vulnerable populations: Disparate pain care. In P. J. Christo, R. M. Gallagher, J. G. Katzman, & K. A. Williams (Eds.), *Pain management in vulnerable populations* (pp. 231-240). Oxford University Press.

Jaramillo ET, Haozous EA, Brechtel H, Willging CE. Trusted Communicators: The Role of Navigation Support in Improving Health and Health Care Access for American Indian Elders. Journal of Health Care for the Poor and Underserved. 2024;35(1):246-63.

+ Ormiston, C. K., Lawrence, W. R., Sulley, S., Shiels, M. S., Haozous, E. A., Pichardo, C. M., Stephens, E. S., Thomas, A. L., Adzrago, D., Williams, D. R., & Williams, F. (2024). Trends in Adolescent Suicide by Method in the US, 1999-2020. *JAMA Network Open*, *7*(3), e244427-e244427. https://doi.org/10.1001/jamanetworkopen.2024.4427

+ Szanton, S. L., Alexander, K. A., Kim, B., Li, Q., Gee, G. C., Bandeen-Roche, K. J., Adkins-Jackson, P. B., Hladek, M. D., Samuel, L. J., Haozous, E. A., Okoye, S. M., Crews, D. C., & Thorpe, R. J., Jr. (2023). Life Space and Activity Space Measurement: Making 'Room' for Structural Racism. *The Gerontologist*. https://doi.org/10.1093/geront/gnad160

+ Lawrence, W. R., Freedman, N. D., Mcgee-Avila, J. K., Berrington De González, A., Chen, Y., Emerson, M. A., Gee, G. C., Haozous, E. A., Haque, A. T., Inoue-Choi, M., Jackson, S. S., Lord, B., Nápoles, A. M., Pérez-Stable, E. J., Vo, J. B., Williams, F., & Shiels, M. S. (2023). Trends in Mortality From Poisonings, Firearms, and All Other Injuries by Intent in the US, 1999-2020. *JAMA Intern Med*. https://doi.org/10.1001/jamainternmed.2023.2509

Haozous, E. A. (2023). Native America 101—Why are health researchers teaching high school history? *Research in Nursing & Health*. https://doi.org/10.1002/nur.22311 (Invited editorial)

+ Haque, A. T., Berrington de González, A., Chen, Y., Haozous, E. A., Inoue-Choi, M., Lawrence, W. R., McGee-Avila, J. K., Nápoles, A. M., Pérez-Stable, E. J., Taparra, K., Vo, J. B., Freedman, N. D., & Shiels, M. S. (2023). Cancer mortality rates by racial/ethnic groups in the United States, 2018-2020. *J Natl Cancer Inst*. https://doi.org/10.1093/jnci/djad069

Anderson, E., Goins, R. T., Haozous, E. A., & Schweinhart, A. (2023). Testing a Culturally Tailored Advance Care Planning Intervention (MY WAY) for an American Indian Tribe: Protocol for a Quasi-Experimental Waitlist Control Design. *JMIR Res Protoc*, *12*, e50654. https://doi.org/10.2196/50654

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Held, S., McCormick, A., Simonds, V., Braun, K. L., Burhansstipanov, L., Haozous, E., Rangel, V., Chung-Do, J. J., Ho-Lastimosa, I., Novotny, R., & Revilla, M. K. F. (2022). Using community-based participatory research to address Indigenous health. In L. Burhansstipanov & K. L. Braun (Eds.), *Indigenous public health: Improvement through community-engaged interventions* (pp. 80-102). The University Press of Kentucky.

+ Goins, R. T., Anderson, E., Haozous, E., & Doyle, C. (in press). Advance care planning among American Indian, Alaska Native, and Native Hawaiian peoples. *Generations*.

+ Jaramillo, E. T., Haozous, E. A., & Willging, C. E. (2022). Experiences of Health Insurance among American Indian Elders and Their Health Care Providers. *Journal of Health Politics, Policy and Law*, *47*(3), 351-374. https://doi.org/10.1215/03616878-9626880

+ Jaramillo, E. T., Haozous, E., & Willging, C. E. (2022). The Community as the Unit of Healing: Conceptualizing Social Determinants of Health and Well-Being for Older American Indian Adults. *The Gerontologist*. https://doi.org/10.1093/geront/gnac018
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+ Shiels, M. S., Haque, A. T., Haozous, E. A., Albert, P. S., Almeida, J. S., García-Closas, M., Nápoles, A. M., Pérez-Stable, E. J., Freedman, N. D., & Berrington de González, A. (2021). Racial and Ethnic Disparities in Excess Deaths During the COVID-19 Pandemic, March to December 2020. *Ann Intern Med*. https://doi.org/10.7326/m21-2134
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+ Haozous, E. A., Jaramillo, E. T., & Willging, C. E. (2021). Getting to know: American Indian Elder health seeking in an under-funded healthcare system. *SSM - Qualitative Research in Health*, *1*, 100009. https://doi.org/https://doi.org/10.1016/j.ssmqr.2021.100009
+ Sánchez, V., Sanchez-Youngman, S., Dickson, E., Burgess, E., Haozous, E., Trickett, E., Baker, E., & Wallerstein, N. (2021). CBPR Implementation Framework for Community-Academic Partnerships. *Am J Community Psychol*. https://doi.org/10.1002/ajcp.12506
+ Willging, C.E., Jaramillo, E.T., Haozous, E. *et al.* Macro- and meso-level contextual influences on health care inequities among American Indian elders. *BMC Public Health* 21, 636 (2021). https://doi.org/10.1186/s12889-021-10616-z
+ Shiels, M. S., Tatalovich, Z., Chen, Y., Haozous, E. A., Hartge, P., Nápoles, A. M., . . . Freedman, N. D. (2020). Trends in Mortality From Drug Poisonings, Suicide, and Alcohol-Induced Deaths in the United States From 2000 to 2017. *JAMA Network Open, 3*(9), e2016217-e2016217. doi:10.1001/jamanetworkopen.2020.16217
+Potischman, N., Salazar, S. I., Scott, M. A., Naranjo, M., Haozous, E., Bouville, A., & Simon, S. L. (2020). Methods and findings on diet and lifestyle used to support estimation of radiation doses from radioactive fallout from the Trinity nuclear test. *Health Physics, 119*(3), 390-399. doi:10.1097/HP.0000000000001303
+ Scorsone, K. L., Haozous, E. A., Hayes, L., & Cox, K. J. (2021). Ending the Chase: Experiences of Rural Individuals with Opioid Use Disorder. *Subst Use Misuse*, 1-8. https://doi.org/10.1080/10826084.2021.1914109
+ Scorsone, K. L., Haozous, E. A., Hayes, L., & Cox, K. J. (2020). Overcoming Barriers: Individual Experiences Obtaining Medication-Assisted Treatment for Opioid Use Disorder. *Qual Health Res*, 1049732320938689. doi:10.1177/1049732320938689
+ Spillane, S., Shiels, M. S., Best, A. F., Haozous, E. A., Withrow, D. R., Chen, Y., . . . Freedman, N. D. (2020). Trends in Alcohol-Induced Deaths in the United States, 2000-2016. *JAMA Netw Open, 3*(2), e1921451. doi:10.1001/jamanetworkopen.2019.21451
+ Sommerfeld, D. H., Jaramillo, E. T., Lujan, E., Haozous, E., & Willging, C. E. (2019). Health Care Access and Utilization for American Indian Elders: A Concept-Mapping Study. *J Gerontol B Psychol Sci Soc Sci*. doi:10.1093/geronb/gbz112

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Haozous, E., Rangel, V., & Burton, S. (2017). Health Impact Assessment: Indian Health Services Budget and urban Indian budgeting decisions. Santa Fe: New Mexico Health Equity Partnership (NMHEP). Retrieved from Santa Fe, NM: http://nmhep.org/wp-content/uploads/IHS-HIA-Final.pdf

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Haozous, E.A., & Goins, R. T. (2012). Becoming an Elder: Native Women and Aging. In J. R. Joe & F. C. Gachupin (Eds.), *Health and Social Issues of Native American Women* (pp. 101-111). Santa Barbara: Praeger.

+ Haozous, E., Doorenbos, A. Z., Demiris, G., Eaton, L. H., Towle, C., Kundu, A., & Buchwald, D. (2012). Role of telehealth/videoconferencing in managing cancer pain in rural American Indian communities. *Psycho-Oncology*, *21*(2), 219–223. http://doi.org/10.1002/pon.1887

Haozous, E.A. (2011). Stick your butt out! *Robert Wood Johnson Foundation Human Capital Blog,* Published September 30, 2011, from http://www.rwjf.org/en/blogs/human-capital-blog/2011/09/stick-your-butt-out.html

+ Doorenbos, A. Z., Kundu, A., Eaton, L., Demiris, G., Haozous, E.A., Towle, C., & Buchwald, D. (2011). Enhancing Access to Cancer Education for Rural Health Care Providers via Telehealth. *Journal of Cancer Education.* PMID: 21336979.

+ Doorenbos, A. Z., Eaton, L., Haozous, E., Towle, C., Ravels, L., & Buchwald, D. (2010). Satisfaction with telehealth for cancer support groups in rural American Indian/Alaska Native communities. *Clinical Journal of Oncology Nursing*; 14: 765-770; PMID: 21112853.

+ Haozous, E.A., Eschiti, V., Lauderdale, J., Hill, C., & Amos, C. (2010). Use of the Talking Circle for Comanche women's breast health. *Journal of Transcultural Nursing.* 21(4): 377-385; PMID: 20601548.

+ Haozous, E.A., Knobf, T., & Brant, J. (2010). Understanding the cancer pain experience in Plains American Indians. *Psycho-Oncology*; PMID: 20878836.

Haozous, E.A. (2010). Returning home. *Creative Nursing*, 16(2): 75-77; PMID: 20486643.

Haozous, E.A. (2009). *Exploring cancer pain in southwest American Indians* (unpublished doctoral dissertation). Yale University Graduate School of Arts and Sciences, New Haven, CT.

+ Knobf, T., Juarez, G., Lee, S. Y., Sun, V., Sun, Y., & Haozous, E.A. (2007). Challenges and strategies in recruitment of ethnically diverse populations for cancer nursing research. *Oncology Nursing Forum*, *34*(6): 1187-94; PMID: 18024545.

Haozous, E.A. (2004). Native Americans experience barriers to cancer care. *Oncology Nursing Society Nurse Practitioner Special Interest Group Newsletter, 15* (1): 6-7.

Haozous, E.A. (2003). *Understanding the cancer pain experience in the Plains Native American population* (unpublished master's thesis). Yale University School of Nursing, New Haven, CT.

Select Professional Presentations

Haozous, E.A., (2025, November 19). *So you think you want to publish…* California Reducing Disparities Project Cross-Population Technical Assistance Webinar. Virtual webinar and workshop.

Haozous, E.A., (2025, April 16). *Decolonization is not a metaphor.* Breakout Presentation, California Reducing Disparities Project 2025 Annual Convening, Sacramento, CA.

Haozous, E.A. (2023, November 16). *The Native Elder Study: Decolonizing health research to serve the needs of Native American Elders.* Invited Plenary, 2023 Tribal IRB Conference, Santa Ana Pueblo, NM.

Haozous, E.A., Hirschey, R. (2022, December 3). *Social determinants of health: A framework for addressing cancer health equity.* Invited Plenary, Best of ASCO Africa 2022, [International Audience] Virtual Conference.

Haozous, E.A. (2022, April 21). *Epidemiology of suicide trends in Indigenous communities.* Invited presentation, Suicide Prevention in Indigenous Communities: A Virtual Workshop, Webinar 1, Strength and Protective Factors. National Academics of Sciences, Engineering, and Medicine Forum on Mental Health and Substance Use Disorders. Virtual Meeting.

Haozous, E.A., Hirschey, R. (2022, April 30). *Social determinants of health: A framework for addressing cancer health equity.* Invited Plenary, 47th Annual Oncology Nursing Society Congress, Anaheim, CA.

Haozous, E.A., Tsosie, N., Jennings, D. (2022, March 3). *Panel discussion on data justice, data sovereignty, and community-based participatory research.* Community-Oriented Public Health Practice Program, University of Washington, Seattle, WA. Virtual Meeting.

Haozous, E.A., Jaramillo, E.T., Willging, C. (2021, November 22). *Navigating health systems to improve health equity for American Indian Elders.* Indigenous Peoples Navigation Network Quarterly Meeting. [International audience] Virtual Meeting.

Freeman, W.L., Haozous, E., Tenorio, R. (2021, November 19). *Indigenous-centered approaches to the new Common Rule and the single IRB mandate.* Podium presentation. 2021 Advancing Ethical Research Conference, PRIM&R, Virtual Event.

Haozous, E.A., Jaramillo, E.T, Willging, C. (2021, October 7). *American Indian Elder health behaviors: Getting to know.* Poster presentation. Council for Advancing Nursing Research 2021 Advanced Methods Conference, Virtual Meeting.

Jaramillo, E.T., Haozous, E., Lujan, E., Willging, C. (2021, May 21). *Navigating health systems to improve health equity for American Indian Elders.* Podium presentation. New Mexico Public Health Association Annual Meeting.

Haozous, E., Suina, M. (2021, May 17). *Native American Wellness and Cancer Risk Reduction.* [Invited virtual community presentation]. Native American Cancer Education Leadership Institute, Albuquerque Area Indian Health Board, Albuquerque, NM.

Haozous, E. (2021, May 11). *A long year with Long COVID: Doing our best in uncertain times.* [Invited virtual keynote]. Niganawenimaanaanig: Strong Tribal Nations During Trying Times, Minnesota State University, Bemidji, MN.

Haozous, E. (2020, January 8). *Pathways*. [Invited virtual keynote] Health Occupations Pathways to Excellence Week, Caring for Our Own Program, Montana State University College of Nursing, Bozeman, MT.

Haozous, E., (2020, October 31). *Whose America is it? Indigenous peoples and birth inequity.* [Invited virtual keynote]. Association of Women's Health, Obstetric, and Neonatal Nurses Leadership summit: Dismantling racism, saving moms and babies. https://www.awhonnconvention.org/

Haozous, E., Taylor, J., Voss, J. (2020, October 28). *2020, The year of the nurse and midwife: Quality, nursing, and the pandemic.* [Invited virtual panelist] Quality Health Care Expert Panel, American Academy of Nursing Annual Meeting.

Haozous, E. (September, 2020). *Indian Country and COVID-19*. [Invited virtual panelist] Community health: How can we build resilience? 16th Annual Gila River Festival, Silver City, NM.

Haozous, E. Lee, J. (May, 2019). *Data sovereignty for health equity: Ethical issues in data governance in the context of research conducted among American Indians and Alaska Natives in urban and other non-reservation settings.* Panel Presentation, Society for Prevention Research Annual Meeting: Prevention Science in a Big Data World, San Francisco, CA.

Salvador, M., Meyer, A., Rumbaugh Whitesell, N., Colacion, D., Marfani, F., Haozous, E., Willging, C. (2019) *The (non) problem of a small N: Using a community-engaged, mixed method approach in Tribal home visiting research.* Round Table Discussion, Society for Prevention Research Annual Meeting: Prevention Science in a Big Data World, San Francisco, CA.

Haozous, E., Scorsone, K., Rangel, V. (April, 2018). *Urban American Indian/Alaska Native Health: Resilience in a Time of Scarcity.* Podium Presentation, Western Institute of Nursing's 51st Annual Communicating Nursing Research Conference, Spokane, WA.

Haozous, E. (December, 2017). *Native American Palliative Pain Care.* Invited Presentation. Project ECHO. Albuquerque, NM.

Haozous, E. (November 14, 2017). *Addressing Historical, Intergenerational, and Chronic Trauma: Impacts on Children, Families, and Communities.* Invited presentation, "Achieving Health Equity: Promoting Cognitive, Affective, and Behavioral Health Equity for Children, Families, and Communities Workgroup" National Academies of Sciences, Engineering and Medicine, Washington, DC.

Haozous, E. (September, 2017). *Social Determinants of Health and End-of-Life Care.* Invited Presentation. 10th National Conference on Changing Patterns of Cancer in Native Communities. Niagara Falls, NY.

Haozous, E. (September, 2017). *Advanced Care Planning.* Invited Presentation. 10th National Conference on Changing Patterns of Cancer in Native Communities. Niagara Falls, NY.

Haozous, E. & Grandbois, D. (September, 2017). *Stress management and resiliency.* Invited Presentation. 10th National Conference on Changing Patterns of Cancer in Native Communities. Niagara Falls, NY.

Scorsone, K., Haozous, E., & Rangel, V. (September, 2017). *Community Perspectives on IHS Mental Health Care.* Poster Presentation. 10th National Conference on Changing Patterns of Cancer in Native Communities. Niagara Falls, NY.

Haozous, E. (June, 2017). *Native American cancer survivorship*. Keynote Presentation, Native American Cancer Education Leadership Institute (NACELI). Isleta Pueblo, NM.

Hamilton, N. & Haozous, E.A. (April, 2017). *Retention of Faculty of Color in Academic Nursing.* Podium Presentation, Western Institute of Nursing's 50th Annual Communicating Nursing Research Conference, Denver, CO.

Haozous, E.A., Tijerina, K., Rangel, V. (April, 2017). *HIA: Indian Health Service Underfunding and the Santa Fe Urban Native American Community.* Podium Presentation, New Mexico Public Health Association 2017 Annual Conference, Albuquerque, NM.

Haozous, E.A. (March, 2017). *Integrating technology into teaching and research*. Invited Presentation, Robert Wood Johnson Foundation Nurse Faculty Scholars National Meeting, San Francisco, CA.

Haozous, E.A. (March, 2017). *Santa Fe Urban Indian Health: Outcomes from the Santa Fe Indian Center Health Impact Assessment*. Invited Presentation, Moral Mondays, New Mexico State Capitol Building, Santa Fe, NM.

Haozous, E.A. (December, 2016). *End-of-Life from an Indigenous Perspective.* Invited Presentation, Palliative Care Ground Rounds, UNM Hospital, Albuquerque, NM.

Haozous, E.A. (September, 2016). *Approaching cultural differences in end-of-life care.* Invited Presentation, ASCO Palliative Care in Oncology Symposium, San Francisco, CA.

Haozous, E.A., Suina, M. (2016, April). *Does digital storytelling improve cancer prevention and decrease medical mistrust in American Indians?* World Indigenous Cancer Conference, Brisbane, Australia.

Haozous, E.A., Suina, M. (2016, April). *Digital storytelling and medical mistrust in an American Indian serving clinic.* Western Institutes of Nursing 49th Annual Communicating Research Conference, Anaheim, CA.

Haozous, E.A. (2016, January). *Case study: Health impact assessment- Indian Health Services budget and urban Indian budgeting decisions*. New Mexico Health Equity Partnership Health Impact Assessment Training, Santa Fe, NM.

Haozous, E.A. (2015, December). *Panel: what every dean wants their nursing faculty leaders to know & do in the generation of resources.* Robert Wood Johnson Foundation Nurse Faculty Scholars National Meeting, Santa Ana Pueblo, NM.

Haozous, E.A. (2015, November). *It's not about the pipeline: retaining under-represented minority faculty in nursing*. UNM School of Medicine American Medical Students Association MedTalks, Albuquerque, NM.

Haozous, E.A., Morales, Y., Cahill, T. (2015, October). *Recruitment and data collection among vulnerable populations.* RWJF Nursing and Health Policy Collaborative Professional Development Session, University of New Mexico College of Nursing, Albuquerque, NM.

Haozous, E.A. (2015, May). *Paving the way to health, one nurse at a time.* Blackfeet Community College Pinning Ceremony, Browning, MT.

Haozous, E.A. (2015, May). *Cancer pain and chronic pain in American Indians.* Blackfeet Community College School of Nursing, Browning, MT.

Haozous, E.A. (2015, April). *The transformative experience of participating in a digital storytelling workshop: New Traditions in Wellness*. UNM College of Nursing Colloquium, Albuquerque, NM.

Haozous, E.A. (2015, April). *Trinity Project and palliative care.* Invited presentation. Mayo Clinic Spirit of Eagles U54 Advisory Board Meeting, National Cancer Institute, Shady Grove, MD.

Haozous, E.A. (2015, March). *Cancer: Connecting to cultures.* Panel discussion, Public Square, NM-PBS, Albuquerque, NM. http://www.newmexicopbs.org/productions/public-square/cancer-in-new-mexico/

Haozous, E. (2015, February). *Using indigenous methodologies in cancer research to improve American Indian/Alaska Native health.* Invited Presentation. UNM Cancer Center Cancer Control Research Program, Albuquerque, NM.

Haozous, E. (2014, November). *National Cancer Institute Trinity Study.* Invited presentation. Quarterly Epidemiologists Meeting, Albuquerque, NM.

Haozous, E.A. (2014, November). *American Indian experiences in a digital storytelling workshop: an unintentional intervention for wellness and healing.* Invited presentation. Mayo Clinic Spirit of Eagles U54 Advisory Board Meeting, Rochester, MN.

Haozous, E. (2014, July). *New Mexico culture in 3 parts.* Invited Presentation for Trinity Project Planning Meeting, National Cancer Institute, Rockville, MD.

Beard, K., Haozous, E., Sanchez, J., Turk, L.M., & Sanchez, J. (2014, June). *Panel discussion on New Mexico diversity issues.* Invited Panel Presentation. 2014 New Mexico Nursing Educator's Conference, Albuquerque, NM.

Haozous, E.A., & Suina, M. (2014, June). *New Traditions for Wellness: American Indian experiences in a digital storytelling workshop.* Podium presentation. Native Research Network Native Health Research Conference, Phoenix, AZ.

Haozous, E.A. (2014, April). *American Indian experiences participating in a digital storytelling workshop.* Podium presentation, Western Institute of Nursing 47th Annual Communicating Nursing Research Conference, Seattle, WA.

Haozous, E.A., Doorenbos, A., & Stoner, S. (2014). *Using cognitive behavioral pain management strategies in AI/AN populations.* Poster presentation, Western Institute of Nursing 47th Annual Communicating Nursing Research Conference, April 9-12, 2014, Seattle, WA.

Meize-Grochowski, R., Boyle, J., Shuster, G., & Haozous, E. (2014, April). *Pain management education for prelicensure health professional students*. Poster presentation, Western Institute of Nursing 47th Annual Communicating Nursing Research Conference, Seattle, WA.

Haozous, E.A. (2013, December). *New Traditions for Wellness: digital storytelling and cancer control in American Indian communities.* Robert Wood Johnson Foundation Nurse Faculty Scholars National Meeting, Princeton, NJ.

Haozous, E.A., & Davis, J. (2013, October). *Getting connected using social media: powerful professional impact.* Mayo Clinic Spirit of Eagles Changing Cancer Patterns in Native Communities: Strength Through Tradition and Science, Albuquerque, NM.

Haozous, E.A. (2013, September). *Cultural, economic, and systemic challenges for cancer care for American Indian patients.* Invited Presentation, New Mexico Nursing Association Institute for Nursing Diversity, Albuquerque, NM.

Haozous, E.A. (2013, May). *Cognitive behavior pain management in American Indian patients: A method for keeping the pain weeds under control in the garden of life.* Poster Presentation, Celebrating Nursing Scholarship: Research, Practice, Education, University of New Mexico, Albuquerque, NM.

Haozous, E.A. (2013, April). *New Traditions for Wellness: Using Digital Storytelling in a Cancer Control Intervention, Phase 1.* Mayo Clinic Spirit of Eagles Cancer Control Program Annual Meeting, National Cancer Institute, Rockville, MD.

Haozous, E.A., & Doorenbos, A. (2013, April). *Cognitive behavioral pain management in American Indian Patients: a method for keeping the pain weeds under control in the*

garden of life. New Mexico CARES Health Disparities Center/ New Mexico Public Health Association Joint Conference: 2013 National Health Disparities Joint Conference, Albuquerque, NM.

Haozous, E.A., & Suina, M. (2012, December). *New Traditions for Wellness: Digital Storytelling & Medical Mistrust in American Indian Women – Phase 1.* Poster Presentation, Robert Wood Johnson Foundation Nurse Faculty Scholar 2012 National Meeting, Albuquerque, NM.

Haozous, E.A. (2012, December). *Individual Development Plan progress report*. Podium Presentation, Robert Wood Johnson Foundation Nurse Faculty Scholar 2012 National Meeting, Albuquerque, NM.

Haozous, E.A. (2012, December). *Victoria Mock New Investigator Award*. Award Presentation, Oncology Nursing Society Advancing Care Through Science Conference, Phoenix, AZ.

Alford, D., Haozous, E.A., Lopez, N., Martin, J., & Montoya, M. (2012, July). *Critical issues roundtable: Race, medicine, and the law*. Panel Presentation sponsored by University of New Mexico Division for Equity and Health Sciences Center Office of Diversity. Albuquerque, NM.

Haozous, E.A., Lucero, K.B., Valdez, R., & Abeita-Sanchez, L.T. (2012, April). *Roadmap to healthy communities 2011-2012*. Podium presentation, 24th Annual Native Health Research Conference, Native Research Network, Seattle, WA.

Haozous, E.A. (2012, January). *Qualitative methodological rigor*. Invited presentation, University of New Mexico College of Nursing Qualitative Café, Albuquerque, NM.

Haozous, E.A. (2012, May). *Cancer survival among American Indians and Non-Hispanic Whites in New Mexico and Arizona.* Poster presentation, University of New Mexico College of Nursing Scholarship Day, Celebrating Nursing Scholarship, Albuquerque, NM.

Haozous, E.A. (2011, November). *Digital storytelling and medical mistrust in American Indian women*. Podium presentation, Robert Wood Johnson Foundation Nurse Faculty Scholars 2011 National Meeting, New Orleans, LA.

Haozous, E.A., Jacobsen, C., Rhoades, D., Wiggins, C., & Buchwald, D. (2011, July). *Racial differences exist in American Indian and Alaska Native medical records data in SEER registry.* Poster presentation, National Institute on Minority Health and Health Disparities Centers of Excellence Annual Meeting, Chicago, IL.

Haozous, E.A. (2011, June). *HSC faculty of color mentorship forum.* Invited panelist, UNM Office of Diversity Faculty of Color Mentorship Forum, Albuquerque, NM.

Haozous, E.A. (2011, May). *Digital storytelling and medical mistrust in American Indian women*. Podium presentation, 1st Annual University of New Mexico National Health Disparities Conference Sponsored by the New Mexico Center for Advancement of Research, Engagement, and Science of Health Disparities (NM CARES HD), Albuquerque, NM.

Haozous, E.A., Jacobsen, C., Rhoades, D., Wiggins, C., & Buchwald, D. (2011, May). *Do racial differences exist in American Indian and Alaska Native medical records data in SEER registry?* Poster presentation, Resource Centers for Minority Aging Research 2011 Annual Investigators Meeting, Seattle, WA.

Haozous, E.A. (2011, April). *Cultural barriers to cancer care for southwestern American Indians.* Poster presentation at Western Institutes of Nursing 44th Annual Communicating

Research Conference: "Transitions: Unifying Practice, Education, and Research to Improve Health," Las Vegas, NV.

Haozous, E.A., & Wiggins, C.L. (2011, April). *Cancer survival in southwestern American Indians and Non-Hispanic Whites, 1990-1993 & 2000-2004.* Invited presentation, Spirit of Eagles Native NETWORK Annual Meeting, National Cancer Institute, Rockville, MD.

Haozous, E.A. (2011, March). *Finding balance between culture and cancer: building a model of American Indian wellness.* Invited presentation at Sigma Theta Tau Gamma Sigma Chapter Spring Event, Albuquerque, NM.

Haozous, E.A., & Knobf, T. (2011, February). *Cultural barriers to cancer care for southwestern American Indians with cancer.* Poster presentation at Oncology Nursing Society National Conference on Cancer Nursing Research, Los Angeles, CA.

Haozous, E.A. (2010, December). *Visual mapping in qualitative research: using pictures to tell the story.* Invited oral presentation, Qualitative Café, University of New Mexico Health Sciences Center, Albuquerque, NM.

Haozous, E.A., & Wiggins, C.L. (2010, September). *Cancer survival in Southwestern American Indians and Non-Hispanic Whites, 1990-1993 & 2000-2004.* Podium presentation at The 8th National Changing Patterns of Cancer in Native Communities: Strength Through Tradition and Science Conference, Seattle, WA.

Haozous, E.A., & Wiggins, C.L. (September, 2010). *Cancer survival in Southwestern American Indians and Non-Hispanic Whites, 1990-1993 & 2000-2004.* Poster presentation, University of New Mexico Health Science Center Vision 2020 Symposium, Albuquerque, NM.

Haozous, E.A., Jacobsen, C., Rhoades, D., Wiggins, C., & Buchwald, D. (2010, May). *Racial differences exist in American Indian and Alaska Native medical records data in SEER Registry.* Poster presentation at the Resource Centers for Minority Aging Research 2010 Annual Investigators Meeting, Philadelphia, PA.

Haozous, E.A., & Knobf, T. (2010, April). *Using the Brief Pain Inventory (Short Form) in a sample of Southwestern American Indians.* Poster presentation at the Western Institutes of Nursing 43rd Annual Communicating Nursing Research Conference, Phoenix, AZ.

Haozous, E.A. (2010, March). *Sharing our wisdom*. Keynote address for the Native American Cancer Education Leadership Institute, Albuquerque, NM.

Haozous, E.A. (2009, August). *Visual mapping in qualitative research: using pictures to tell the story.* Podium presentation at the 21st Annual Native Health Research Conference, Native Research Network, Portland, OR.

Haozous, E.A. (2009, April). *Barriers to care for southwestern American Indians with cancer.* Invited oral presentation at the 3rd Annual Symposium for Navajoland Nurses United for Research, Service, and Education, Albuquerque, NM.

Haozous, E.A. (2009, March). *Becoming a Native Ph.D. nurse.* Invited oral presentation at the National Coalition of Ethnic Minority Nurse Association's 5th Annual Conference Creating Research Careers, Albuquerque, NM.

Eschiti, V. S., Lauderdale, J. & Haozous, E.A. (2009, March). *Talking Circles for breast health among Comanche women*. Podium presentation at the National Coalition of Ethnic Minority Nurse Association's 5th Annual Conference Creating Research Careers, Albuquerque, NM.

Haozous, E.A. (2009, February). *Exploring cancer pain in southwestern American Indians.* Poster presentation at the 10th National Conference on Cancer Nursing Research, Oncology Nursing Society, Orlando, FL.

Haozous, E.A. (2008, August). *Developing a cancer pain assessment instrument for American Indians.* Research Slam Oral Presentation at the 20th Annual Native Health Research Conference, Portland, OR.

Haozous, E.A. (2007, February). *Cancer pain in American Indians*. Oral presentation to the Oncology Nursing Society Chapter Meeting, Santa Fe Chapter, Santa Fe, N M.

Haozous, E.A. (2006, May). *Screening and early detection of cancer in American Indians and Alaska Natives*. Oral presentation by invitation at the Oncology Nursing Society Congress, Boston, MA.

Haozous, E. (2006, April). *Using qualitative methods to study American Indians and cancer pain*. Oral presentation to the Qualitative Research Group, Yale University School of Nursing, New Haven, CT.

Haozous, E.A. (2005). *Understanding the cancer pain experience in Plains American Indians*. Poster presentation at the National Alaska Native American Indian Nurses Association Summit, Washington DC.

Haozous, E.A. (2004, May). *Understanding the cancer pain experience in the Plains Native American population*. Oral presentation at the Oncology Nursing Society Congress, Anaheim, CA.

Community Presentations

Haozous, E.A., (2023, November 11). *Cancer Disparities in New Mexico*. Invited Plenary, Native American Health Expo: Cultivating Cancer Connections, Ohkay Owingeh Pueblo, NM.

Haozous, E.A. (2015, February). *Careers in the health sciences.* Invited presentation to American Indian high school students. Santa Fe Indian School, Santa Fe, NM.

Haozous, E.A. (2014, October). *Introductory meeting: Trinity study team.* Invited presentation. San Miguel Family and Community Health Council, Las Vegas, NM.

Haozous, E.A. (2014, October). *National Cancer Institute/ University of New Mexico College of Nursing Trinity study.* Invited presentation. Stepping Into a Better You Health Fair, Mescalero Apache Reservation, NM.

Haozous, E.A. (2014, February). *Different cancer treatments*. Invited Presentation, Isleta Cancer Education and Support, Isleta Pueblo, NM.

Haozous, E.A. (2013, November). *Nursing degrees*. Invited Presentation, University of New Mexico Health Sciences Center San Juan College Tour, Albuquerque, NM.

Parker, T., & Haozous, E.A. (2012). *Qualitative data: incorporating community voices into your health assessment*. Oral presentation by invitation, Community Health Assessment Workshop for Tribal Communities, sponsored by Center for Native American Health at University of New Mexico, Isleta Pueblo, NM.

Haozous, E.A. (2012). *American Indian cancer survivorship.* Oral presentation by invitation, Isleta Pueblo Cancer Awareness Conference, Isleta Pueblo, NM.

Haozous, E.A. (2011, June). *Pain and symptom management*. Invited presentation, Completing the Circle of Life: The Walking Forward Program's Palliative Care Summit, Sinte Gleska University, Mission, SD.

Haozous, E.A. (2011, June). *Telling the good stories- introducing palliative and hospice care*. Invited Keynote Address, Completing the Circle of Life: The Walking Forward Program's Palliative Care Summit, Sinte Gleska University, Mission, SD.

Haozous, E.A. (2011, April). *American Indians and cancer*. Invited presentation for Isleta Cancer Education and Support (ICES) at Isleta Pueblo, NM.

Haozous, E.A. (2011, April). *University of New Mexico College of Nursing, nursing school admissions*. Invited Presentation for Indians into Medicine Conference, Albuquerque, NM.

Haozous, E.A. (2009, November). *Cancer and New Mexico's American Indians.* Invited oral presentation, Los Alamos National Laboratories 2009 National American Indian Heritage Month, Los Alamos, NM.

Haozous, E.A. (2009, September). *Being in wellness by preventing cancer.* Invited oral presentation at the Fort Sill Apache Annual Ceremonial, Apache, OK.

Haozous, E.A. (2008, May). *Cancer pain in American Indians*. Oral presentation by invitation. Pink Shawl Project, Albuquerque, NM.

Haozous, E.A. (2008). *Cancer and cancer pain*. Oral presentation by invitation to the Ohkay Owingeh elders meeting, Ohkay Owingeh (San Juan Pueblo), NM.

Haozous, E.A. (2007). *Pain management*. Oral presentation by invitation, Cancer Awareness Day, Santa Clara Pueblo Elders Center, Santa Clara Pueblo, NM.

Consultation

2020	Notah Begay III Foundation	Dream Team member, creating an Indigenous Centered Program Evaluation Tool Kit
2019	Evaluator	Roswell Park Comprehensive Cancer Center, Indigenous Evaluation of Qualitative Data on Community views of genetic research
2019	Evaluator	Notah Begay III Foundation, Water First Program
2010 – 2014	Consultant	Center for Native Population Health Disparities: CINCO Principal Investigator: Dedra Buchwald, University of Washington, Award # 1P50CA148110-01
2009 – 2011	Consultant	Cancer 101: A Cancer Education and Training Program for American Indians and Alaska Natives, Regional Native American Community Networks Program (RNACNP) Principal Investigator: Dedra Buchwald, University of Washington, Award # U01CA114642

Professional Service

Journal Reviews

Nursing Ethics	2008
Cancer Nursing	2010 – present
Advances in Nursing Science	2012 – present
Preventive Medicine	2011 – 2015
McMaster **O**nline **R**ating of **E**vidence (MORE) McMaster University Health Information Research Unit	2010 – 2018
Journal of Cancer Survivorship	2011 – present
Journal of Transcultural Nursing	2011 – present
American Indian and Alaska Native Mental Health Research	2012 – present
Frontiers in Oncology: Radiation Oncology	2014 – present
Journal of Health Education, Research & Development	2015 – present
Health Promotion & Practice	2015 – present
Qualitative Health Research	2014 – present
AlternNative: An International Journal of Indigenous Peoples	2015 – present

Grant Reviews

Oncology Nursing Society Small Grants	2010
Reviewer, Native People for Cancer Control *Community Grants*	2011
Reviewer, Native People for Cancer Control *Community Grants*	2012
Special Emphasis Panel, ZRG1 DKUS-A 50 R, PAR-12-182: Native American Research Centers for Health	2012
Tribal Public Health Capacity Building and Quality Improvement Grants, Centers for Disease Control (CDC) and Agency for Toxic Substances and Disease Registry (ATSDR)	2013
Special Emphasis Panel ZRG1 HDM-W81, PA 12-006 & PA 13-313: R-15 grants	2014

Oncology Nursing Society Dissertation and Small Grants	2015
Special Emphasis Panel, PA-16-297, NIH Native American Research Centers for Health	2016
Oncology Nursing Society Dissertation and Small Grants	2017
Special Emphasis Panel ZRG1 HDM-V 51R, IRINAH Grants	2017
Clinical Management of Patients in Community-Based Settings (CMPC) Study Section, NIH	2018
New Mexico IDeA Networks of Biomedical Research Excellence grants	2018
Collaborative Minority Health and Health Disparities Research with Tribal Epidemiology Centers PAR	2019
Special Emphasis Panel, NIH Native American Research Centers for Health	2021
Special Emphasis Panel, NIH Clinical Care and Interventions for Substance Use Disorders, Prevention, and Treatment of Addiction, Council ZRG1 CCHI-J 51-R	2025

Other Service

New Mexico Board of Nursing, Appointed Member	2025-2029
Member, City of Santa Fe Human Services Committee	2022-2026
Appointed member, Indigenous Innovators Collaborative Tribal Scientific Advisory Team, US Food and Drug Administration	2022-2024
Member, NIH HEAL Initiative Community Advisory Committee	2022-2024
Appointed member, National Institute of Nursing Research Working Group on Diversity	2021-2022
Member of the Southwest Tribal Institutional Review Board	2018- present
Member of the Fort Sill Apache General Council Taskforce for Emergency Response	2020
Member of the New Mexico Governor's Navajo Nation Rapid Response Team, Subgroup 4. This team was convened to respond to the COVID-19 crisis on the Navajo Nation	2020
New Mexico Cancer Council, Native American Workgroup Member	2011-2024
Tribally Appointed Committee Member, Native American Advisory Council, New Mexico Health Insurance Exchange	2019, 2020, 2021
Tribally Appointed Committee Member, Native American Technical Advisory Committee, New Mexico Human Services Department	2017-present
Mentor, Speed Mentoring Session, Native Research Networks Annual Conference	2012
Developer and Presenter, American Society of Clinical Oncology (ASCO) University Lifelong Learning Online Course: "*Cultural Competence for Oncology Practice"* (www.university.asco.org)	2013

Facilitator, Round Table Discussion, Western Institutes of Nursing Annual Conference	2013-2014
Abstract reviewer, Western Institutes of Nursing Annual Conference	2011, 2012, 2015, 2016
Associate Editor, *Ethnicity & Health*	2014

Book Reviewer, *Oncology Nursing,* 5th Ed., St. Louis: Elsevier

Professional Organizations

Member	Oncology Nursing Society
Member	Native Research Network (Secretary, 2013 – 2015)
Member	Sigma Theta Tau, Delta Mu Chapter
Member	Western Institute of Nursing
Member	New Mexico Native American Indian Nurses Association
Member	American Nurses Association
Member	New Mexico Nurses Association
Member	American Academy of Nursing • 2015 – 2017 Palliative Care and End-of-Life Care Panel Incoming Co-Chair; Assumed Lead Chair position when presiding Co-Chair resigned in early 2017 • 2016 – 2018 Lead Co-Chair, Palliative and End of Life Care Expert Panel • Institute for Nursing Leadership National Advisory Committee, 2017 – 2020
Member	National Advisory Council, Robert Wood Johnson Foundation Culture of Health Leaders Program

Professional Training

2005	10th Annual Institute in Qualitative Research, University of North Carolina
2013	Summer Research Institute on Developing Behavioral Interventions, Johns Hopkins University
2014	Socratic Statistics: Questions, Answers, and Dialogues with Data, Western Institutes of Nursing Pre-Conference
2015	Radiation Epidemiology & Dosimetry Course, Radiation Epidemiology Branch, National Cancer Institute
2015	Intersectional Qualitative Research Methods Institute, Consortium on Race, Gender, & Ethnicity, University of Maryland, College Park
2016	Trained Mediator, Basic Mediation Skills Training, UNM Ombuds/Dispute Resolution Services for Faculty, Certificate of Completion, March 2016
2018	Completed full Ethics training required for research ethics committee participation (27 modules, over 30 hours of content)
2020	Completed National Healthcare Disaster Professional Course, March 4, 2020

Community Service

2016 – 2022	Member	Santa Fe Community Foundation Executive Board
2016 – 2018	Board Member	Changing Woman Initiative
2015 – 2016	Advisory Board Member	KUNM Public Health New Mexico
2012 – 2015	Member	Native American Student Services Parent Committee, Santa Fe Public Schools
2011 – Present	Member	Native American Advised Endowed Fund Committee, Santa Fe Community Foundation, Santa Fe, NM
2009 – 2013	Board Member/Treasurer	Breast Cancer Resource Center, Albuquerque, NM
2009 – 2024	Member	New Mexico Cancer Council, Native American Workgroup
2001 – 2009	Member	Dean's Advisory Committee on Diversity, Yale School of Nursing, New Haven, CT
2008 – present	Facilitator	Surviving Sisters, a cancer support group for women with cancer, Santa Fe, NM
2007 – 2008	Facilitator	Support group for women with cancer, Christus St. Vincent Regional Medical Center, Santa Fe, NM
2001	Participant	"Have Bones Will Travel," a health education program for school-age children, New Haven, CT
1997 – 2000	Practical Support Volunteer	The Shanti Project, an AIDS Hospice volunteer organization, San Francisco, CA
1997 – 1999	Practical Support Volunteer	Native American AIDS Project, an AIDS Hospice volunteer program for Native Americans living with AIDS, San Francisco, CA

JENNIFER N. ROMERO

[redacted] TESUQUE, NM 87574 I ([redacted] I [redacted]

Experienced Deputy Director successful at assessing operations and enacting forward-thinking improvements. Well-coordinated and proactive leader with a hands-on style. Bringing 18 years' experience and the desire to make a difference.

SKILLS

- Community engagement and collaboration
- Partnership development
- Policy and procedure improvements
- Contract oversight
- Grants management
- Program development, implementation and evaluation

EDUCATION

MSW: CLINICAL THERAPY

New Mexico Highlands University | 2014

BACHELOR OF ARTS: PSYCHOLOGY & SOCIOLOGY

University of New Mexico | 2006

ACTIVITIES & HONORS

- **2022 National Association of Counties Achievement Award Winner- CONNECT**
- **2017 Leadership New Mexico Local Government Leadership Program**
- **2016 National Association of Counties Achievement Award Winner- Teen Court**

EXPERIENCE

COMMUNITY SERVICES DEPUTY DIRECTOR
Santa Fe County August 2024-Present
Under the general supervision of the Community Services Director, plan, direct, coordinate and administer select Community Services Department functions, activities and services for Santa Fe County to include the Divisions of Health Services, Senior Services, Behavioral Health and Youth Services.

HEALTH SERVICES DIVISION DIRECTOR
Santa Fe County July 2023-August 2024
Oversight and management of the Health Services Division. Program management and administration, contract management, develop and maintain division budgets. Work with local government, healthcare and social service providers for coordinated care.

HEALTH CARE ASSISTANCE PROGRAM MANAGER
Santa Fe County October 2018-June 2023
Oversight and management of the CONNECT network. Provide contract management for 20+ partner organizations, Managed project budgets and tracked expenses, cultivate and maintain relationships with community groups, project stakeholders and funding sources to maximize program outreach.

PROGRAM MANAGER
Santa Fe County March 2012 to October 2018
Oversight and management of the Santa Fe County Teen Court program. Managed the development and implementation of a web-based data entry system. Developed programs to support the organization's long-term goals. Secured funding to support programs and projects. Improved cross-departmental cooperation and information communication processes by providing presentations to staff members and administration.

PROGRAM COORDINATOR
Santa Fe County July 2010 to March 2012
Provided intake assessment for all new incoming juveniles for the Santa Fe Teen Court program. Provided ancillary support to compile and prepare program, financial and year-end reports. Planned, directed and coordinated all programs and services. Facilitated conferences between organization and community members or clients and helped communicate concerns to managing leadership.

BOARDS & COMMITTEES

- Northern New Mexico Health Grants Group Member 2022- Present
- NM SDOH Collaborative Member 2022-Present
- S3 Housing Member 2021-Present
- NMC Health Services Affiliate Board Member 2018-2025
- Children and Youth Commission Board Member 2019-Present, Vice Chair 2019-2023
- Santa Fe Regional Juvenile Justice Board Member 2012-2019, Vice Chair 2018-2019
- Santa Fe Underage Drinking Prevention Alliance Member 2012-2018, Chair 2016-2018
- Santa Fe County Graffiti Task Force Member 2010-2014
- New Mexico Teen Court Association Member 2007-2019, Chair 2016-2019
- City of Santa Fe Graffiti Task Force Member 2007-2008

Kathleen Tunney [redacted]

PROFESSIONAL EXPERIENCE

CHRISTUS St. Vincent Santa Fe, New Mexico
Director, Community Health & Health Equity **May 2024-Current**
Manager, Community Health **August 2021-April 2024**

- Lead the Community Health Needs Assessment and Community Health Implementation Plan processes including quantitative data collection, conducting focus groups, data synthesis and writing the reports in alignment with CHRISTUS Health and the IRS.
- Manage and coordinate CSV community program grant making including representing CHRISTUS St. Vincent in the Community Health Funder Alliance.
- Develop and implement CSV community health strategies by facilitating program development and serving as a liaison between CSV service lines and community programs and local governments to collaboratively address community health needs.
- Supervise the CSV Adolescent Behavioral Health Counselor position and ongoing program development.
- Oversee AmeriCorps Community Health Worker addressing health related social needs of patients.
- Lead and coordinate CSV strategies to address health disparities that are in the purview of CSV.
- Identify opportunities to decrease unavoidable hospital days by connecting community resources and external systems to the hospital, including legal services to ensure patients have decision-makers.
- Contribute to development and refinement of CSV policies, practices, and workflows through Ethics Committee.
- Provide technical assistance to CHRISTUS Health System Office and other Regions on Results Based Accountability.

Hidalgo Medical Services Silver City, New Mexico
Director, Care Coordination **October 2018-Current**
Director, CareLink NM **April 2018-October 2018**

- Administer both CareLink NM (Medicaid-funded) and Bridges 2 Wellness (SAMHSA-funded) care coordination programs at Hidalgo Medical Services, ensuring compliance with related contracts.
- Manage program budgets including tracking revenue, expenses, and submitting monthly invoices.
- Mentor, train, and support a staff of 15 to ensure compliance with rules and regulations, as well as, to support staff professional development.
- Orient and train onboarding mental health therapists and medical providers, including family medicine residents and other learners.
- Develop program policies and procedures to ensure compliance with regulatory agencies while guiding staff in their work.

- Participate in HMS Quality Improvement Initiatives to ensure continuous quality improvements are made and sustained.
- Contribute to the organization's Patient Centered Medial Home accreditation and reaccreditation through the Accreditation Association for Ambulatory Health Care (AAAHC).
- Assess additional opportunities for care coordination activities at Hidalgo Medical Services
- Build and maintain relationships with program funders and collaborators.
- Collaborate with New Mexico Behavioral Health Services Division and the University of New Mexico to ensure program deliverables are achieved and accurately measured.
- Participate on a statewide advisory committee to impact system-level change to support integrated care in New Mexico.

Manager, Family Support Services **November 2015-April 2018**

- Developed (with numerous partners, including the University of New Mexico), the *Integrated Primary Care and Community Support (I-PaCS)* model - a model that addresses social determinants of health in primary care clinics by integrating Community Health Workers (CHWs).
- Mentored and supported Community Health Workers and teen parenting program staff.
- Oversaw collaborative agreements and contracts to ensure proper adherence to program models, data entry, invoicing, and reporting.
- Supported ongoing relationships with Managed Care Organizations' staff and HMS leadership to meet the goals of our Accountable Care Community Shared Savings contracts.
- Coordinated all aspects of an annual community event – including sponsorships, marketing and promotion, and logistics.

PREVIOUS PROFESSIONAL EXPERIENCE

Career highlights include:

- Fifteen-year track record of leading organizational fundraising programs to achieve strategic goals.
- Consistently secured Federal, State of Pennsylvania, and local grants for programming and capital needs, including a Kresge Challenge Grant.
- Successfully coordinated a $6 million capital campaign at the YWCA of York.
- Member of the YWCA Mid-Atlantic Region World Relations Committee and earned a scholarship to attend the World YWCA Conference in Nairobi, Kenya in 2007.
- Peer reviewer and grant reviewer for multiple agencies.
- Served on various leadership teams, and routinely contributed to the development and implementation of strategic plans, organizational budgets, and policies and procedures
- Taught Introduction to Sociology, Grant Writing, Program Design & Evaluation, and Statistics for over a decade at a private, liberal arts college.

Kathleen Tunney [redacted] | [redacted]

York College of Pennsylvania, Behavioral Science Department	Jan. 2001-May 2013
Children's Home of York	Aug. 2010-Aug. 2015
Pennsylvania Breast Cancer Coalition	Aug. 2008-Mar. 2010
YWCA of York	Dec. 2002-Jul. 2008
Crispus Attucks Association	Sep. 2000- Nov. 2002

COMMUNITY PARTICIPATION

Member, Human Services Committee, City of Santa Fe	2024-Present
Member, Behavioral Health Leadership Council, Santa Fe County	2024-Present
Treasurer, Consuelo's Place Board of Directors	2024-Present
Vice President, Santa Fe Eldercare Network Board of Directors	2023-2025

PRESENTATIONS AND PUBLICATIONS

- 2024 CJA National Conference, Co-presented with Catholic Health Association
- New Mexico Behavioral Health Provider Association Annual Conference (Virtual)
- Regular contributor to the New Mexico Department of Health's *Wishing You Well* column in the Silver City Daily Press
- Pennsylvania Council on Children and Family Services (PCCYFS) Annual Conference (Harrisburg, PA)
- IMPACT Arts and Culture Conference (York, PA)
- YWCA Mid-Atlantic Regional Meeting (Pittsburgh, PA)

EDUCATION

Master of Arts, Sociology
Fordham University

Bachelor of Science, Sociology
York College of Pennsylvania

James W. Johnson
LETTER OF INTEREST

[redacted]

Dear Mr. D'Albor,

I am writing to express my interest in serving on the City of Santa Fe's Economic Development Advisory Committee (EDAC). I am a Santa Fe resident and the Executive Director of Make Santa Fe, a nonprofit community makerspace dedicated to workforce development, entrepreneurship, and creative economic growth.

In my role at Make Santa Fe, I oversee a multidisciplinary organization that sits at the intersection of skilled trades, advanced manufacturing, arts and culture, and technology. Our programs support individuals and small businesses through hands-on training, access to tools and infrastructure, and pathways into sustainable careers. My work primarily focuses on fabrication, digital manufacturing, and creative production. I work closely with artists, fabricators, entrepreneurs, educators, and public partners to translate creative potential into real economic opportunity.

My professional background spans nonprofit leadership, arts administration, workforce training, and technology-driven small business development. Through this work, I have seen firsthand how thoughtful economic policy, early stakeholder engagement, and strategic investment can directly impact local businesses, job creation, and long-term resilience. I am especially interested in contributing to discussions around workforce development, small business support, creative industries, and emerging technologies—areas that I believe are essential to Santa Fe's economic future.

I am drawn to EDAC's role in advising elected officials early in the policy process and helping shape recommendations that balance economic growth with community values. I bring a practitioner's perspective to this work, grounded in day-to-day operational experience, fiscal responsibility, and collaboration across sectors. I am comfortable working in advisory and governance settings and value clear process, transparency, and constructive dialogue.

I would be honored to contribute my experience and perspective to the Committee in service to the City of Santa Fe. Thank you for your time and consideration. I have attached my resume for your review and would be happy to provide any additional information if helpful.

Creative Work Portfolio: http://thejameswilliam.com
Website Company Portfolio: https://mind.sh/are/projects/



James W. Johnson
Developer, Designer and Creative

James W. Johnson
RESUME

[redacted]

Work Experience

James W. Johnson is the Executive Director of Make Santa Fe and CEO of Mindshare Labs, with more than a decade of experience building organizations at the intersection of workforce development, creative industries, and technology. He leads multidisciplinary teams supporting small businesses, artists, fabricators, and entrepreneurs through hands-on training, access to shared infrastructure, and pathways to sustainable economic participation.

James holds a BFA in Theatre and Art from the University of Idaho and has designed or built over 150 theatrical productions nationwide. His background in large-scale fabrication, project management, and production design extends to installed art, sculpture, fine furniture, cabinetry, and custom fabrication. This experience that informs his practical understanding of skilled labor, manufacturing workflows, and creative enterprise.

Over the past decade, his career evolved into nonprofit leadership and economic systems-building. Through Mindshare Labs, James has helped nonprofits, cultural institutions, and educational organizations strengthen their impact through digital platforms, fundraising systems, and operational tools. He has led marketing, development, and business strategy initiatives, and brings a strong understanding of how policy, infrastructure, and early-stage investment shape local economic ecosystems.

Oct 2022 - Present
Executive Director, Make Santa Fe

- Develop and institute fundraising efforts through grants, service contracts, and other donations.
- Manage all finances and spending as directed by the Board of Directors.
- Oversee and leed all fabrication and service contracts.
- Design and implement marketing strategies that promote the organization.
- Serve as a key point of contact for program-related outreach and engagement.
- Manage the physical maker space upkeep and building.
- Oversee staff and volunteer programming.
- Manage staffing and HR matters.

Jan 2016 - Present
Owner/CEO, Mindshare Labs, Inc

Mindshare's ambition is to create a more meaningfully interconnected world through technology. As owner, I am driven by the belief that the world can be a more open, collaborative, and fluid place through better online experiences. My goal as the company leader is to collaborate with organizations working to improve our world. I do this through empathetic consultation, human-centric systems design, and best-of-breed technologies. We work with arts, education, social justice, and climate change-related organizations.

Jan 2012 - Present
Scenic Designer & Fabricator, Freelance

(see next page for scene design experience)

As a scenic designer, my ambition is collaboration. I strive to work with my fellow artists to tell stories that matter at a specific place and moment. I strive to find a personal connection to my work. My work coalesces in a design package that effectively communicates my designs through graphic representation, physical and digital modeling, and highly detailed drafting. I utilize my ancillary skills as a fabricator, programmer, and multidisciplinary artist to find solutions for the team that uplift the stories we're striving to tell.

BFA Theater Arts
University of Idaho

Core Skill Competencies

Economic & Workforce Development
- Workforce Training Program Design
- Creative Economy Development
- Small Business & Entrepreneur Support
- Skilled Trades & Advanced Manufacturing Pathways
- Nonprofit Leadership & Organizational Development

Production, Fabrication & Manufacturing Systems
- Multidisciplinary Design & Fabrication Workflows
- CNC Manufacturing (Drafting, Programming, Production)
- Digital Fabrication (Laser Cutting, 3D Printing, CNC Routing)
- Metalworking & Welding (Production & Prototyping)
- Wood Manufacturing & Fine Fabrication
- Machining & Lathe Operations

Design, Planning & Technical Communication
- Drafting & Technical Design Documentation
- 2D & 3D Modeling, Visualization & Rendering
- Production Planning & Build Coordination
- Graphic Design & Visual Communication
- Applied Scenic & Environmental Design

Technology & Systems Development
- Web-Based Platform Development for Nonprofits & Small Organizations
- Custom Software & Workflow Automation
- Programming & Systems Integration (PHP, JavaScript, Python, C++, HTML/CSS)
- Microelectronics & Prototyping (Arduino & Embedded Systems)
- Creative Practice & Applied Arts

References

Vince Kadlubeck
Founder, MeowWolf
Contact info upon request

Colin Hovde
Executive Director
Santa Fe Playhouse
[redacted]

Zane Fisher
Board President, Make Santa Fe
[redacted]

Robyn Rikoon
Artistic Director
Santa Fe Playhouse
[redacted]

James W. Johnson
SCENE DESIGN EXPERIENCE

[redacted]

Scene Design Experience

Show Title	Role	Director
Gentleman's Guide to Love and Murder	Scene Design	Rebecca Aparicio
Sweat	Scene Design	Robyn Rikoon
The Baby Monitor	Scene Design	Colin Hivde
Frog and Toad	Scene Design	Patrick McDonald & Emily Rankin
The Effect	Scene Design	Robyn Rikoon
No Number Home (new work)	Scene Design	Vaugn Irving
Auntie Mame	Scene Design	Henry Avery
Miss Saigon	Asst. Scene Design	Vincent Marini
My Fair Lady	Asst. Scene Design	Lisa Bryant
The Fantasticks	Asst. Scene Design	Vincent Marini
The Last Five Years	Asst. Scene Design	Vincent Marini
The Mystery of Irma Vep	Asst. Scene Design	Kenneth Kay
Deathtrap	Asst. Scene Design	Don Stephenson
Evita	Asst. Scene Design	Marcia Milgrom Dodge
Cats	Scene Design	Lisa Bryant/Jen Jancushe
The Complete Wrks.... (Abridged)	Scene Design	Lisa Bryant
The Three Musketeers	Scene Design	Lisa Bryant
Guys And Dolls	Asst. Scene Design	Vincent Marini
Les Miserables	Asst. Scene Design	Vincent Marini
Noises Off	Asst. Scene Design	Don Stephenson
Zelda: An American Love Story (nw)	Asst. Scene/Video	Vincent Marini
Cat On A Hot Tin Roof	Scene Design	Marcia Milgrom Dodge
Jacob Marley's Christmas Carol	Scene Design	Andrew Hampton Livingston
Say Goodnight, Gracie	Scene Design	Michael Marotta
The Rocky Horror Show	Scene Design	Neela Munoz
The Spitfire Grill	Scene Design	Amy Elizabeth Jones
This	Scene Design	Angie Flynn-Mciver
Almost Main	Scene Design	Neela Munoz
Proof	Scene Design	Paige Posey
Buddy: The Buddy Holly Story	Asst Scene Design	Vincent Marini
Disney's Peter Pan Jr.	Asst Scene Design	Dave Hart/Brenna Yeary
Hairspray	Asst. Scene Design	Paige Posey
Moonlight And Magnolias	Asst. Scene Design	Paige Posey
Music of The Night	Asst. Scene Design	Vincent Marini
The Adventures of Tom Sawyer	Asst. Scene Design	Dave Hart
Chicago	Asst. Scene Design	Marcia Milgrom Dodge
Angles In America	Scene Design	Angie Flynn-Mciver
Doubt: A Parable	Scene Design	Bill Roudebush
Hedwig And The Angry Inch	Scene Design	Charlie Flynn-Mciver
Nunsense	Scene Design	Antoinette Dipietropolo
Shangri-La (new work)	Scene Design	Steven Samuels
Shear Madness	Scene Design	Christopher Tarjan
Tuna Does Vegas/Red White & Tuna	Scene Design	Neela Munoz
Witness For The Prosecution	Scene Design	Angie Flynn-Mciver
Once On This Island	Scene/Video Design	Lisa Bryant
12 Angry Men	Scene Design	Vincent Marini
A Few Good Men	Scene Design	Vincent Marini
Angels In America – Millennium	Scene Design	Angie Flynn-Mciver
Cymbeline	Scene Design	Todd Mcnerney
Hairspray	Scene Design	Chinchilla Productions
One Flea Spare	Scene Design	Angie Flynn-Mciver
Rent	Scene Design	Lisa Bryant
The 39 Steps	Scene Design	Don Stevenson

To whom it may concern,

I would like to express my interest in acting as an archaeologist on the Santa Fe Archaeological Review Committee (ARC). I have experience performing archaeological investigations in New Mexico, Texas, Nebraska, Colorado, Belize, Peru, and Chile. I have been working in the state of New Mexico since 2018 and have wide-ranging experience conducting cultural resource inventories and monitoring, human burial excavation, data recovery excavation, Section 106 and 110 compliance, and National Register of Historic Places (NRHP) evaluation. One of my most significant projects was participating in the excavation of the Free Mason's cemetery in support of the construction of the La Secoya de El Castillo in Historic Downtown.

While I am relatively new in my career as an archaeologist and only listed on the List of Approved Archaeologists for the Rivers and Trails and Suburban Archaeological Review Districts, I have become well-versed in the Santa Fe Land Development Code (LDC) and the procedures of the Santa Fe ARC while working as a cultural resources specialist in the Environmental Service Departments of the Public Service Company of New Mexico (PNM; 2022 to 2025) and New Mexico Gas Company (NMGC; 2025 to present). While at PNM, I took over managing all submittals to the Santa Fe ARC and ensured our construction remained in compliance with the Santa Fe LDC. In doing so, I improved the quality of our deliverables and promptly reported infractions of the Santa Fe LDC to the Santa Fe ARC. In May 2025, the Santa Fe Historic Preservation Division awarded me their Archaeology Award in recognition of my work. Since starting at NMGC, I have started taking a more hands-on approach to projects within the Santa Fe Archaeological Review Districts by monitoring projects myself, even ones that do not require archaeological clearance under the Santa Fe LDC but have the potential to impact cultural resources. This is to gain the experience required to become a listed archaeologist for the Historic Downtown Archaeological Review District.

If chosen to be a Santa Fe ARC member, I would bring a valuable perspective to the committee as someone who has worked in the utility industry. At my position with NMGC, I strive to find the balance between delivering utility services and preserving cultural resources and I would bring this perspective to the Santa Fe ARC. I believe I would be an asset to the Santa Fe ARC, as I am familiar with how utility projects are performed and the impacts they have on archaeological and historic resources. Further, with the installation of fiber optic internet within the City of Santa Fe, there will be an influx of utility mainline extensions requiring archaeological clearances which I will be well-equipped to review.

I appreciate your consideration and taking the time to review my application materials.

Best Regards,



Shelby Mageson (formerly Shelby Magee)

Shelby Mageson (formerly Magee), MA, RPA
Archaeological Principal Investigator and Project Director

[redacted]
Albuquerque, New Mexico

Shelby Mageson, MA, RPA has experience in the Southwest, Great Plains, and Rocky Mountains including New Mexico, Texas, Nebraska, and Colorado. She also has Mesoamerican and Andean experience in Belize, Peru, and Chile. Ms. Mageson meets or exceeds the qualifications set forth by the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716) and is a Registered Professional Archaeologist. Ms. Mageson has wide-ranging experience conducting cultural resource inventories and monitoring, human burial excavation, data recovery excavation, Section 106 and 110 compliance, and National Register of Historic Places (NRHP) evaluation. She has participated in over 70 cultural resource management projects and is well versed in the laws and municipal ordinances protecting archaeological and historic resources across the southwestern United States. Ms. Mageson is a permitted archaeological principal investigator/project director and supervisory archaeologist/crew chief on New Mexico State Lands. Ms. Mageson has worked on numerous projects in New Mexico including cultural resources surveys, archaeological testing, site assessments, cultural resource monitoring, and data recovery.

EDUCATION
MA 2018 Archaeology University of New Mexico
BA 2015 Anthropology University of Colorado Boulder

RESEARCH SPECIALIZATIONS
Geospatial Technologies and Analysis
Remote Sensing
Geoarchaeology
Soil Morphology and Stratigraphy

PROFESSIONAL EXPERIENCE
November 2025–Present Senior Cultural Resources Environmental Scientist, New Mexico Gas Company
November 2022–October 2025 Environmental Scientist II, PNM/Texas New Mexico Energy
April 2021–November 2021 Field Director (part-time)/Right of Way Specialist (full-time), Tierra Right of Way Services
June 2019–April 2021 Archaeologist, SEARCH
May 2018–June 2019 Cultural Resource Specialist, SWCA Environmental Consultants
February–May 2016 Archaeological Crew Member, Office of Contract Archaeology
October 2014–May 2015 Archaeological Crew Member, Paleo Cultural Research Group

PROFESSIONAL REGISTRATIONS AND ASSOCIATIONS
Register of Professional Archaeologists
Society for American Archaeology
New Mexico Archaeological Council

PERMITS
BLM Cultural Resources Permit (SE New Mexico, SW Texas, NW New Mexico)
USFS Cultural Resources Principal Investigator Permit (Carson; Qualified for: Cibola, Lincoln, Gila, Santa Fe)
State of New Mexico Archaeological Principal Investigator, Supervisory Archaeologist, and Unmarked Human Bural Permits
City of Santa Fe Approved List of Archaeologists and Historians (Rivers and Trails and Suburban Districts)

SELECT PROJECT EXPERIENCE

New Mexico Gas Company, 2025 through Present (Senior Cultural Resources Environmental Scientist)

115 Kearny Road and 116 Kearny Avenue CR Monitoring in LA 120430, Santa Fe County, NM
February and March 2026 Monitor/Report Writer
Monitored excavations for anode installs within LA 120430 under the supervision of Paul Duran in the Santa Fe Historic Downtown Archaeological Review District. Encountered human remains and artifacts and managed the mitigation and reporting. Will report on monitoring activities to the State Historic Preservation Office and Santa Fe Historic Preservation Division by June 2026.

Pueblo of Isleta 76 Tribal Road 35 CR Monitoring, Bernalillo County, NM
March 2026 Monitor/Report Writer
Monitored excavation for a meter move within the historic Pueblo of Isleta for subsurface historic and archaeological resources. Reported on monitoring activities to the Pueblo of Isleta Tribal Historic Preservation Office.

Pueblo of Laguna CR Monitoring, Cibola County, NM
December 2025 to Present Monitor/Report Writer
Monitored excavation for projects within the Pueblo of Laguna for subsurface historic and archaeological resources (11 Cloudview Road, 22 Bay Tree Road, 43A Farmers Road, 23 Acorn Road). Reported on monitoring activities to the Pueblo of Laguna Tribal Historic Preservation Office.

PNM Environmental Services Department/Texas New Mexico Energy, 2022 through 2025 (Environmental Scientist II, full-time)

PNM Tribal Rights of Way Renewal Negotiations, Navajo Nation, Pueblo of San Felipe, Pueblo of Santa Clara, Pueblo of Isleta, Pueblo of San Ildefonso, Pueblo of Cochiti, Jicarilla Apache Lands, Pueblo of Santa Ana
October 2023 to October 2025 PNM Environmental Lead
Acted as environmental lead for PNM for PNM's rights of way renewals across tribal lands. Assessed rights of way renewals for National Environmental Policy Act (NEPA), National Historic Preservation Act, Archaeological Resource Protection Act, American Indian Religious Freedom Act, and tribal cultural and environmental protection needs. Reviewed cultural and biological resource survey reports and NEPA documents and oversaw their submission to tribal authorities and Bureau of Indian Affairs (BIA). Acted as liaison between PNM contractors and reviewing agencies (tribal and federal).

PNM Santa Fe Archaeological Review Committee (ARC) Projects, Santa Fe County, NM
January 2023 to October 2025 PNM Environmental Santa Fe ARC Project Lead
Acted as environmental lead for PNM for all projects occurring in the Santa Fe Archaeological Review Committee Districts. Assessed project for ARC monitoring needs; contracted monitors as required, and oversaw and reviewed ARC monitoring plan submissions, monitoring activities, and report submissions. Acted as liaison between Santa Fe ARC, PNM engineers and contractors, and PNM customers. I received the 2025 Archaeology Award from the City of Santa Fe's Historic Preservation Division for my excellent work on these projects.

SE Transmission Line Emergency Repair Monitoring, Bernalillo County, NM
February to March 2023 Cultural Resource Monitor/Crew Chief
Monitored emergency repair activities along the SE transmission line in Cibola National Forest. Wrote and submitted a monitoring report to the United States Forest Service.

Tierra Right of Way Services, 2021 (Field Director, part-time)

Wolf Draw Cell Tower Access Road Survey, Rio Arriba County, NM
April 2021 Crew Member/Report Writer
Surveyed an access road to a cell tower for appropriate placement of a gate in order to avoid damage to archaeological sites. Recorded Gallina phase and Historic sites. I wrote and edited the report.

Hecate Solar Field Survey, Sandoval County, NM
April 2021 Crew Member
Surveyed a proposed location for a solar field on Jicarilla Apache Nation land following their survey standards. Identified and recorded numerous pre-contact and historic sites.

SEARCH, Inc. 2019 through 2021 (Archaeologist)

Double E Pipeline Data Recovery Excavation, Eddy County, NM
December 2020 through April 2021 Lead Field Director
Managed ARPA permit submittal, liaised with pipeline construction crews to ensure site access and preservation, wrote standard operating procedures, trained crew members, and directed crew members during the excavation of two Unspecified Jornada Mogollon sites.

Free Masons and Odd Fellows Cemetery Excavation, Santa Fe County, NM
September through December 2020 Crew Member
Excavation of a 19th century decommissioned cemetery found during construction and preparation of remains for reinternment.

Union Pacific Railroad Site Expansion, Angelina County, TX
July through September 2020 Crew Member
Phase I/Class III survey, Phase II/Class III site assessments, delineation and documentation, including in field artifact and feature analysis.

Angelina-Sabine National Forest Thinning Project, Angelina County, TX
July through September 2020 Crew Chief
Phase I survey, Phase II site assessments, delineation and documentation, including in-field artifact and feature analysis.

Double E Pipeline, Reeves, Pecos, Loving, and Ward Counties, TX and Lea and Eddy Counties, NM
June 2019 through April 2021 Crew Chief, GIS Analyst, Report Writer
Phase I/Class III survey, Phase II/Class III site assessments, delineation and documentation, including in field artifact and feature analysis; map creation; figure creation; report writing and editing.

Lowman Pipeline Project for Edge Engineering and Science, Choctaw and Washington Counties, AL
October to December 2020 Crew member
Assisted in report writing and editing, figure creation, and map creation.

Mesquite Packer Transmission Line Project, Eddy County, NM
November 2019 Crew Chief
Sub-contracted out to Boone Archaeological Research Consultants (BARC) to support survey work and act as a crew chief. Tasks included Phase I/Class III survey, in-field artifact and feature analysis.

Ochoa Polyhalite Production Project, Eddy County, NM
November 2019 Crew Chief
Sub-contracted out to BARC to support survey work and act as a crew chief. Tasks included Phase I/Class III survey, in-field artifact and feature analysis.

Oxy Corral Bluffs Well Pads Project, Lea County, NM
November 2019 Crew Chief
Sub-contracted out to BARC to support survey work and act as a crew chief. Tasks included Phase I/Class III survey, in-field artifact and feature analysis.

Ponderosa Transmission Line Project, Eddy County, NM
November 2019 Crew Chief
Sub-contracted out to BARC to support survey work and act as a crew chief. Tasks included Phase I/Class III survey, in-field artifact and feature analysis.

Apache Loco Hills Well Pads Project, Lea County, NM
November 2019 Crew Chief
Sub-contracted out to BARC to support survey work and act as a crew chief. Tasks included Phase I/Class III survey, in-field artifact and feature analysis.

Phase III Data Recovery Investigations at Sites 44RN400 and 44RN401 for Mountain Valley Pipeline, Roanoke County, VA
April to May 2019 Crew Member
Assisted in report writing and editing, figure creation, and map creation.

Freelance Work 2017 through 2019 (GIS Consultant)

Trends in Health, Stress, and Migration in the pre-contact Southwest United States, New Mexico December 2017 to March 2019 GIS Consultant
Creation of maps and analysis of geospatial data.

SWCA Environmental Consultants 2018 through 2019 (Cultural Resource Specialist)

3 Bear Sand Chute Pipeline Project for 3 Bear Energy, LLC, Lea County, NM
April 2019 Crew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Capitan Wells and Pipeline Project for DCP Midstream, LLC, Lea County, NM
April 2019 Crew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

WPX Energy Permian Telecommunications Project for WPX Energy, Inc, Eddy and Lea Counties, NM and Winkler County, TX
April 2019 Chew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Dodd Federal Unit Flowlines Project for COG Operating, LLC, Eddy County, NM
April 2019 Crew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Rio Chama River Restoration, Rio Arriba County, NM
March 2019 Crew Member
Report writing on a Phase I/Class III, Intensive pedestrian survey of proposed project area.

Florence Well Pad and Access Road Project for Matador Production Company, Lea County, NM
March 2019 Crew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Tap Rock Damage Assessment, Lea County, NM
March 2019 Crew Chief
Phase I/Class III, Site-specific visit to determine damage done to a site from an existing well pad.

3 Bear Grama Black Ram Pipeline Project for 3 Bear Energy, LLC, Eddy County, NM
March 2019 Crew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

WPX Ross Draw Pipeline Project for WPX Energy, Inc, Eddy County, NM
February 2019 Crew Member
Serving as an Archaeological Crew Member. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Targa Lennox Pipeline Project for Targa Resources, LLC, Lea County, NM
February 2019 Crew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear Red Bull 29 Federal Pipeline Project for 3 Bear Energy, LLC, Lea County, NM
February 2019 Crew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Gaucho Site Expansion for Devon Energy Production Company, Eddy County, NM
January 2019 Crew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Targa Chug Bug Pipeline Project Targa Resources, LLC, Lea County, NM
January 2019 Crew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear Lynch 23 Federal Pipeline Project for 3 Bear Energy, LLC, Lea County, NM
January 2019 Crew Chief
Serving as an Archaeological Crew Chief on Phase I/Class III pedestrian survey involving artifact, site, and feature identification and as contributing author on project-oriented reports.

Sendero Caveman Pipeline Project for Sendero Midstream, LLC, Lea County, NM
January 2019 Crew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Sebago and the Potato Heads Pipeline Project for DCP Midstream, LLC, Lea County, NM
January 2019 Crew Chief
Serving as an Archaeological Crew Chief. Led a crew of two on Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Sendero Cimarex Arlington Pipeline Project for Sendero Midstream, LLC, Eddy County, NM
December 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear Kaiser K-L Pipeline Project for 3 Bear Energy, LLC, Lea County, NM
December 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

DCP Eunice Lateral Pipeline Project for DCP Midstream, LLC, Lea County, NM
December 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

EnLink Macy J Pipeline Project for EnLink Midstream, LLC, Eddy County, NM
December 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear Black Horse Pipeline Project for 3 Bear Energy, LLC, Lea County, NM
November 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Stateline Compressor Station 6 Project for DCP Midstream, LLC, Eddy County, NM
November 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear Oryx Black Sheep Pipeline Project for 3 Bear Energy, LLC, Lea County, NM
November 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear Oryx Witherspoon Pipeline Project for 3 Bear Energy, LLC, Lea County, NM
November 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear Oryx La Trucha Pipeline Project for 3 Bear Energy, LLC, Lea County, NM
November 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear Oryx Mewbourne Grama Pipeline Project for 3 Bear Energy, LLC, Lea County, NM
November 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

DCP Linam Ranch Pipeline Project for DCP Midstream, LLC, Lea County, NM
November 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Black River Water Recycling Facility Project for Black River Water Management, LLC, Eddy County, NM
November 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Faulk #7 SWD Pipeline Project for Occidental Petroleum Corporation, Eddy County, NM
October 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Texas Power and Water Resources Line Project for Texas Power and Water Resources, Lea County, NM and Winkler County, TX
October 2018 Crew Member
Serving as an Archaeological Crew Member and as contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

XRI Gambler Pipeline, Lea County, NM
October 2018 Crew Member
Phase I/Class III, Intensive pedestrian survey of proposed project area.
February-April 2019 Environmental Inspector
Monitored active project area to ensure compliance with ROW land grant stipulations and that no cultural materials were encountered during excavation.

3 Bear Adams St. ROW Project for 3 Bear Energy, LLC, Lea County, NM
October 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear Chiles 28 Pipeline Project for 3 Bear Energy, LLC, Lea County, NM
October 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear Libby Berry 3 Pipeline Project for 3 Bear Energy, LLC, Lea County, NM
October 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Matador Verna Rae Pipeline Project for Matador Resources, LLC, Lea County, NM
October 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Sendero Riverboat Pipeline Project for Sendero Midstream, LLC, Lea County, NM
October 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Matador Rustler Breaks Pipeline Project for Matador Resources, LLC, Eddy County, NM
September 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Uncle Ches Well Pads Project for Matador Resources, LLC, Lea County, NM
September 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear Cimarex Grama Right of Way Project, Lea County, NM
September 2018 Crew Member
Phase I/Class III, Intensive pedestrian survey of proposed project area and report writing.

3 Bear McElvain Gathering System, Lea County, NM
September 2018 Crew Member
Report writing on a Phase I/Class III, Intensive pedestrian survey of proposed project area.

Shin Oak Pipeline Project for Enterprise Products, LP, Winkler County, Texas
September 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I pedestrian survey involving artifact, site, and feature identification.

U08 Transmission Line for Plaska Transmission, LLC, Eddy and Lea Counties, NM
September through December 2018 Environmental Inspector/Cultural Resource Monitor/Crew Chief
Serving as Environmental Inspector and Cultural Resource Monitor during transmission line construction.

XTO Severus Pipeline Project for XTO Energy, Inc, Lea County, NM
September 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Kinder Morgan Matador Expansion, Winkler County, TX
August 2018 Crew Member
Phase I/Class III, Intensive pedestrian survey of proposed project area, site identification, delineation and documentation, including in field artifact and feature analysis.

Ches Riddle Well Pads Project for Matador Resources, LLC, Eddy County, NM
August 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

OneEnergy Partners Well Pads Project for OneEnergy Partners, LLC, Lea County, NM
August 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

3 Bear West Grama Pipeline, Lea County, NM
August 2018 Crew Member
Phase I/Class III, Intensive pedestrian survey of proposed project area and report writing.

DCP Moon Booster Pipeline Project for DCP Midstream, LLC, Eddy and Lea Counties, NM
August 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Cypress Cass Sterling Pipeline Project for Black Mountain Operating, LLC, Eddy County, NM
August 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Hadacol/Pegasus Well Pads for Pegasus Resources, LLC, Winkler County, TX
July 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Oso Grande Gen Tie-In Transmission Line, Eddy County, NM
July 2018 Crew Member
Phase I/Class III, Intensive pedestrian survey of proposed project area, site identification, delineation and documentation, including in field artifact and feature analysis.

Hamon South Fasken Lateral Loop Project for WPX Energy, LLC, Eddy County, NM
June 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

C 17 State Well Project for WPX Energy, LLC, Eddy County, NM
June 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Lost Tank and Taco Cat Onsites Project for Occidental Petroleum Corporation, Eddy County, NM
June 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

SST State Slot 1 Surface Site, Eddy County, NM
June 2018 Crew Member
Phase I/Class III, Intensive pedestrian survey of proposed project area and report writing.

Eddy 4040-4 PD-1 Loop Line and Apache/Palmillo Lateral, Eddy County, NM
June 2018 Crew Member
Phase I/Class III, Intensive pedestrian survey of proposed project area and report writing.

Mescalero Ridge 21 Pipeline Project for Cimarex Energy Corporation, Lea County, NM
June 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I pedestrian survey involving artifact, site, and feature identification.

DCP Lea Bobwhite Natural Gas Sales Line Project for DCP Midstream LLC, Lea County, NM
June 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I pedestrian survey involving artifact, site, and feature identification.

3 Bear Dark Canyon Gathering System, Lea County, NM
May 2018 Crew Member
Phase I/Class III, Intensive pedestrian survey of proposed project area, site identification, delineation and documentation, including in field artifact and feature analysis.

3 Bear Oryx Gathering System, Eddy County, NM
May 2018 Crew Member
Phase I/Class III, Intensive pedestrian survey of proposed project area, site identification, delineation and documentation, including in field artifact and feature analysis.

ATC Communication Tower Project for American Tower Corporation, Eddy County, NM
May 2018 Crew Member
Serving as an Archaeological Crew Member and contributing author on project-oriented reports. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

CDP 1 HHNM-South Survey Project for WPX Energy, LLC, Eddy County, NM
May 2018 Crew Member
Serving as an Archaeological Crew Member. Performed Phase I/Class III pedestrian survey involving artifact, site, and feature identification.

Graduate School Volunteer Work 2016 through 2017

Diamond Tail Ranch Archaeological Field School for University of New Mexico, Sandoval County, NM
July 2017 Crew Member
Served as a volunteer crew member and instructor for undergraduate students attending field school. Helped excavate features within a Pueblo IV fieldhouse.

Bladen Archaeological Project, Bladen Nature Preserve, Belize
May through July 2017 Crew Member
Excavated rock shelters occupied from the Late Paleoindian through the Maya Preclassic Period. Cultural remains consisted of strata of occupational and subsistence debris and human burials.

Blue Canyon Paleoindian Test Excavation for Dr. Bruce Huckell, Socorro County, NM
October 2016 Crew Member
Served as a volunteer crew member on test excavation in Blue Canyon to identify Paleoindian occupation.

Office of Contract Archaeology 2016

White Sands Missile Range Project, Dona Ana County, NM
April through May 2016 Crew Member
Created figures and helped prepare reports on OCA's excavations at White Sands.

Mid-America Pipeline Project, Sandoval County, NM
February through March 2016 Crew Member
Curated and analyzed artifacts for the Mid-America Pipeline Project.

PaleoCultural Research Group 2014 through 2015

Archaeological assessment for Upper Crossing Archaeological Site Project, Saguache County, CO
July 2014, October 2014 through May 2015 Crew Member
Curated and analyzed artifacts for the Upper Crossing Archaeological Site Project and assisted in figure creation.

University of Colorado Undergraduate Field School 2014

Excavation of King's Ranch Site. Dawes County, NE
May through July 2014 Crew Member
Learned archaeological excavation techniques while attending this field school.

PUBLICATIONS

Prufer, Keith M. Asia Alsgaard, Mark Robinson, Clayton R. Meredith, Brendan J. Culleton, Timothy Dennehy, Shelby Magee, Bruce Huckell, James Stemp, Jaime A. Awe, and Douglas J. Kennett

2019 *Linking Late Paleoindian Stone Tool Technologies and Populations in North, Central, and South America.* PLoS ONE 14(7): e0219812. https://doi.org/10.1371/journal.pone.0219812

SELECTED REPORTS

Magee, Shelby and Trisha Rude

2021 *A Cultural Resources Inventory for the Wolf Draw Communications Site Project, Cuba Ranger District, Santa Fe National Forest, Rio Arriba County, New Mexico*. Tierra Right of Way Services, Albuquerque, NM.

2021 *A Cultural Resources Inventory of 4.93 Acres for a Proposed Solar Project on the Booster Station 1A in the Buckman Area of Espanola Ranger District, Santa Fe National Forest, Santa Fe County, New Mexico*. Tierra Right of Way Services, Albuquerque, NM.

King, Allison, Matthew Piscitelli, Elizabeth Blackwell, Lauren Cleeland, Shelby Magee, Sean Farrell, Jamie Ancheta, Michelle Pope, and Paetyn Milton

2020 *Phase I Archaeological and Historical Inventory of 166.6 Hectares (411.7 Acres) in Loving and Reeves Counties, Texas.* SEARCH, Inc. Austin, TX.

2020 *Phase I Archaeological and Historic Resources Inventory of 32 Hectares (79.2 acres), University Lands in Loving and Reeves Counties*, Texas. SEARCH, Inc. Austin, TX.

Melendez, Julisa, Lauren Cleeland, Angela Hood, Andrew Heller, Paul Gliniwiecz, Jennifer Wulffen, Shelby Magee, Matthew Piscitelli, and Jacob Freedman

2019 *(Draft) Addendum 4: Phase I Archaeological and Historic Resources Survey of the Double E Pipeline Project, Loving, Reeves, and Pecos Counties, Texas*. Submitted to Double E Pipeline, LLC. SEARCH, Inc. Austin, Texas.

Magee, Shelby and Cherie Walth

2018 *A Class III Archaeological Survey for 3 Bear Energy LLC's Dark Canyon Gathering System Project in Eddy County, New Mexico.* SWCA Environmental Consultants, Albuquerque, NM.

Unruh, David T., Aaron Whaley, Ad Muniz, Courtney Blair, and Shelby Magee

2018 *Cultural Resources Investigation for the Proposed SST 6 State Slot 1 Surface Site, Eddy County, New Mexico*. SWCA Environmental Consultants, Albuquerque, NM.

Magee, Shelby

2018 Addendum to A Cultural Resources Survey for the Matador Rustler Breaks Pipeline in Eddy County, New Mexico. SWCA Environmental Consultants, Albuquerque, NM.

THESES

Magee, Shelby

2017. *Can You See Me Now? Visibility Analyses of Ritual Sites in Northern Chile*. Master's Thesis. University of New Mexico.

Magee, Shelby

2015. *How do I get to Vilcashuaman? Least Cost Path Analyses of the Chinchaysuyu road from Cuzco to Vilcashuaman*. Honors Thesis, University of Colorado, Boulder. http://scholar.colorado.edu/honr_theses/934

PRESENTATIONS

Hayashida, Frances, Diego Salazar, Andres Troncoso, César Parcero, Pástor Fabrega, Cristian González, Mariela Pino, Shelby Magee

2019. Water, Wa'kas, Copper, and Empire in the High-Altitude Atacama. SAA Annual Meetings, Paper co-author.

Magee, Shelby

2018. Salt of the Earth: UNM and the Saline Lands Controversy. CSWR Fellows Colloquium. Magee, Shelby

2017. From Roads to Ritual: Comparing Logics and Scale of GIS Analyses of Inka Imperial Landscapes. SAA Annual Meetings, Session Presenter.

Magee, Shelby

2017. Sunbelt (De)industrialization: Economic Change in Albuquerque from the 1970s to Today. CSWR Fellows Colloquium.

Magee, Shelby

2016. Can You See Me Now? Visibility Analyses of Ritual Sites in Northern Chile. Latin American and Iberian Institute Field Research Grant Recipient's Colloquium.

AWARDS

2025 Archaeology Award, City of Santa Fe's Historic Preservation Division

ADDITIONAL TRAINING

First Aid, CPR, and AED training (valid through 2027)

SafeLand training (lifetime validation)

Certificate of Proficiency in Geospatial Technologies (Summer 2019)

OSHA 10 Hour and Excavation training

HAZWOPER Training

Union Pacific Railroad ERailSafe training

REFERENCES

Mikaela Buscher
Senior Environmental Scientist, PNM Environmental Services Department
[redacted]

Meghan Mooney
Project Archaeologist, SEARCH Inc.
[redacted]

Sam Williams
Field Survey Manager, SEARCH Inc.
[redacted]

David Eck
Trust Archaeologist, New Mexico State Land Office
[redacted]

Alysia Abbott
Principal Investigator, Abboteck Inc.
[redacted]

City of Santa Fe Memorandum

To: Michael J. Garcia, Mayor

From: Margaret M. Neill, Library Division Director MN

VIA: Manuel Sanchez, Interim Community Services Director MS

Date: March 20, 2026

Re: Library Advisory Board Appointments

ITEM AND ISSUE:

The Library Advisory Board currently has two vacancies. Members Rose Cowan (term: July 2024-July 2027) and Aurora Hvidsten (term: July 2024-July 2027) resigned for personal reasons. The two recommended candidates will finish out the unexpired terms and will be eligible for two full terms after July 2027.

The vacancies were advertised and the Board received ten quality applicants. The Library Advisory Board President, Mark Lupinetti, and the Library Division Director interviewed all candidates. Upon the completion of the interviews, the Advisory Board was presented with the top candidates and the Board unanimously voted to recommend Nicholas Taylor to fill Ms. Cowan's unexpired term and Kate Goddard to fill Ms. Hvidsten's unexpired term.

RECOMMENDED ACTION:

Library Administration and the Library Advisory Board respectfully request that you consider approving the appointments of Mr. Taylor and Ms. Goddard to the board to fill two unexpired vacancies. If you have any questions or require additional information, please reach out to Margaret M. Neill at (505) 955-6788, mmneill@santafenm.gov. Thank you for your consideration and action on these appointments.

Attachments: N. Taylor, Letter of Interest and Resume
K. Goddard, Letter of Interest and Resume
Resumes and/or letters of interest from non-selected candidates

Signature: Manuel Sanchez
Manuel Sanchez (Mar 25, 2026 07:58:03 MDT)

Email: mnsanchez@santafenm.gov

NICHOLAS TAYLOR [redacted]
Santa Fe, NM · [redacted]

9 November 2025

Margaret Neill
Library Division Director
Santa Fe Public Library
145 Washington Avenue
Santa Fe, NM 87501

Dear M. Neill:

I am pleased to submit my candidacy for the Santa Fe Public Library (SFPL) Advisory Board Member opening advertised on Bluesky.[1] With a background in both liberal arts and library science, 18 years of experience as a professional librarian, as well as previous experience working in a public library, I believe that I would have much to contribute in the role. I am an enthusiastic patron of SFPL and am keen for this opportunity to serve the community.

My work in research libraries – currently at LANL and previously at Stanford University, the Library of Congress, and the U.S. Supreme Court – have equipped me with relevant skills and experience. A particular area of specialization has been web archiving, which could be an important component of the Fogelson Library's notional collecting focus on the community and culture of Santa Fe. Other complementary areas of expertise that I could bring to the role include collection development policy, grant project advisory board service, grant review, product strategy, program management, systems evaluation, user community engagement, web design, as well as familiarity with library organizational functions, technologies, terminologies, and topics of concern.

The time I have spent working in a public library is, admittedly, comparatively modest – approximately three years, 30 years ago – but it gave me some sense of its particularities, relative to research libraries. The diversity of people that use the library, the diversity of their purposes, typical programming offered, and management of the physical collection seem largely in continuity with public library operations – or at least those of SFPL – today.

I believe the truism that if public libraries did not already exist, they would be considered too radical to create now. Accordingly, I also believe that there are few contemporary institutions that are as small-"d" democratic and that the vitality of such institutions is as important as it has ever been. I have seen and deeply admire both the breadth of programming SFPL puts out – community assistance, cultural exchange, estate planning, job hunt help, movement therapy, seasonal crafts, storytime, tech workshops, and more – as well as its commitment to inclusion. For everything I know about SFPL, I know that there is much more I do not know, but I am open to learning and serving to the best of my ability.

Thank you for your consideration.

Sincerely,

Nicholas Taylor

Nicholas Taylor

1 [redacted]

NICHOLAS TAYLOR

Santa Fe, NM · [redacted]

SUMMARY

IT services manager and librarian with two decades of professional experience working with web-based information services, primarily in research libraries.

EDUCATION

M.L.S. E-GOVERNMENT — MAY 2010
University of Maryland College of Information Studies — *College Park, MD*

M.A. COMMUNICATION, CULTURE & TECHNOLOGY — MAY 2006
Georgetown University — *Washington, DC*

B.A. MEDIA STUDIES, PSYCHOLOGY — DECEMBER 2002
Pomona College — *Claremont, CA*

SELECTED EMPLOYMENT

DEPUTY GROUP LEADER, RESEARCH LIBRARY — DECEMBER 2019 – PRESENT
Los Alamos National Laboratory — *Los Alamos, NM*

Manage a portfolio encompassing applied information science research and development, digital library services, and system operations. Designed processes for elaborating and evaluating potential programmatic investments. Remove barriers for the development of core digital library software platforms. Assure appropriate institutional IT systems support.

EXPERT WITNESS, IAWM AND TEMPORAL WEB FORENSICS — MAY 2013 – PRESENT
Self — *Virtual*

Provide expert witness services related to evidence produced from the Internet Archive Wayback Machine (IAWM), other web archives, and public websites. Assess when particular information or web content may have been published, updated, available, or discoverable on the web, as well as authenticate and interpret archived web content for evidentiary purposes.

PROGRAM AND PRODUCT STRATEGY CONSULTANT — DECEMBER 2022 – JULY 2023
Webrecorder Software — *Virtual*

Contributed to overall product strategy, through customer segment and market analysis, use case elaboration, cost and price modeling, and service pilot planning. Assisted the team with iterative service definition. Drafted job description for Program and Product Manager to address key operational needs.

PROGRAM MANAGER, LOCKSS & WEB ARCHIVING — JANUARY 2017 – DECEMBER 2019
Stanford Libraries — *Stanford, CA*

Managed the provision of distributed digital preservation software and services used by a dozen community-based networks. Redesigned, rewrote, and relaunched the LOCKSS Program website. Partnered with curatorial units to continue to advance web archiving as a core collection development activity and digital service.

WEB ARCHIVING SERVICE MANAGER — JUNE 2013 – DECEMBER 2016
Stanford Libraries — *Stanford, CA*

Drove the development of policy, process, service model, and technical infrastructure for web archiving. Performed ongoing outreach and needs assessment for web archiving. Developed and implemented web archiving policy framework, in consultation with Office of General Counsel. Published collection development guidance, archivability documentation for webmasters, and resources for conducting research with archived web data.

DATA SPECIALIST, WEB ARCHIVING — OCTOBER 2010 – MAY 2013
Library of Congress — *Washington, DC*

Served as a Library-wide resource on web archiving solutions. Analyzed requirements and refined feedback for ongoing web archiving process improvement. Liaised with crawl contractor, external partners, website owners, and web researchers. Trained curators, interns, and technicians on web archiving tools.

LIBRARY TECHNOLOGY SPECIALIST — FEBRUARY 2007 – OCTOBER 2010
Supreme Court of the United States — *Washington, DC*

Evaluated, deployed, and supported systems to facilitate legal research. Coordinated with Data Systems and vendors for application development, information assurance, and support. Authored technical and training documentation on processes and systems. Administered Millennium ILS and Library Intranet websites.

…

RANGER — JUNE 2002 – AUGUST 2002
California Land Management — *Menlo Park, CA*

Served as primary onsite point of contact for several San Mateo County and Santa Clara County municipal parks. Assisted and ensured safety of daily visitors. Maintained park grounds and facilities.

COMPUTER TEACHER — JULY 2000 – AUGUST 2000
Sacred Heart Preparatory Summer Bridge Program — *Atherton, CA*

Taught basic computer usage and web design to middle school students. Maintained Macintosh computer labs and provided general technical support.

LIBRARY PAGE, CHILDREN'S DEPARTMENT — OCTOBER 1995 – AUGUST 1998
Menlo Park Public Library — *Menlo Park, CA*

Shelved books, assisted patrons in locating library materials, staffed the children's reference desk, answered phone calls, conducted storytimes, received book donations, monitored public computer usage, and assisted librarians as needed.

SELECTED PROFESSIONAL SERVICE

- *Andrew W. Mellon Foundation*: Preservation of Social Media Advisory Board Member, Web Archiving Tools Advisory Board Member, The Archives Unleashed Project - Phase II Advisory Board Member
- *Association for Computing Machinery / IEEE Computer Society Joint Conference on Digital Libraries*: 2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, and 2016 Program Committee Member; 2015 General Committee Member
- *International Internet Preservation Consortium*: 2024 – Present Steering Committee Member; 2026, 2025, 2019, and 2018 Web Archiving Conference Program Committee Member; 2017 Web Archiving Conference Program Committee Chair; 2016 General Assembly and Web Archiving Conference Program Committee Member; 2015 General Assembly Program Committee Member; 2015 General Assembly Organizer
- *Institute of Museum and Library Services Grant Programs*: Library Reviewer
- *Journal of Western Archives*: 2017 Special Issue Guest Editor
- *Los Alamos National Laboratory*: 2024 – Present Artificial Intelligence Advisory Council Member; 2025 – Present Artificial Intelligence Technology Lab Steering Committee Member; 2024 – Present Data Management Technical Advisory Council Member; 2022 – Present Department of Energy Agile Community of Interest Co-Organizer; 2025 Department of Energy Fusion XIII Organizing Committee Member

- *Web Archiving and Digital Libraries Workshop*: 2025, 2023, 2022, 2020, 2019, 2018, 2017, and 2016 Program Committee Member

SELECTED PRESENTATIONS

"PUBLICATIONS AS DATA FOR AI" SEPTEMBER 2025
DOE Fusion XIII *Santa Fe, NM*

"AN EXPERIMENT IN INVESTMENT DECISION-MAKING…" APRIL 2023
National Laboratories Library Consortium Meeting *Lemont, IL*

"TAKING THE WITNESS STAND" AUGUST 2022
Web-Archiving / Ukraine Accountability *Virtual*

"WAYBACK MACHINE FOR LEGAL USE CASES" JULY 2022
AALL Annual Meeting and Conference *Denver, CO*

"MAKING THE MOST OF ALL OUR BEST IDEAS…" APRIL 2022
Conference on Academic Library Management *Virtual*

"COLLABORATIVE, SELF-GOVERNED, SECURE DIGITAL PRESERVATION…" MARCH 2019
CoSA State Electronic Records Initiative Webinar *Virtual*

"SYSTEMS TO STEM GOVERNMENT THREATS…" OCTOBER 2017
National Digital Stewardship Alliance Digital Preservation *Pittsburgh, PA*

"UNDERSTANDING LEGAL USE CASES FOR WEB ARCHIVES" JUNE 2017
IIPC Web Archiving Conference *London, UK*

"CLOCKSS, LOCKSS, AND THE 'LONG TAIL': PRESERVING…" DECEMBER 2016
Center for Research Libraries Webinar *Stanford, CA*

"COLLECTION DEVELOPMENT GUIDANCE FOR SELECTIVE WEB ARCHIVING" AUGUST 2016
Archive-It Partner Meeting *Atlanta, GA*

MEDIA

- *A Brief Primer on Web-Archived Evidence* by Nicholas Taylor, Law360, 7 June 2023. Author.
- *How Archivists Could Stop Deepfakes from Rewriting History* by Melanie Ehrenkranz, Gizmodo, 16 October 2018. Quoted contributor.
- *Want to count the times he said 'Make Mexico pay'? San Francisco archive can help* by Katherine Seligman, The Sacramento Bee, 2 April 2017. Quoted contributor.
- *The Cobweb: Can the Internet be archived?* by Jill Lepore, The New Yorker, 26 January 2015. Quoted contributor.
- *First Website Ever Made in US Brought to Light in Digital Archaeology Find* by Andy Stern, The Speaker, 11 November 2014. Quoted contributor.

SELECTED VOLUNTEER SERVICE

PLANTING LEADER SEPTEMBER 2014 – OCTOBER 2019
Canopy *San Francisco Bay Area*

Lead small teams of volunteers in tree plantings around the San Francisco Bay Area.

CITIZEN FORESTER MARCH 2008 – APRIL 2011
Casey Trees *Washington, DC*

Lead small teams of volunteers in tree plantings and stewardship of the city's green infrastructure. Researched green initiatives for stormwater runoff management to inform municipal policy recommendations. Participated in classroom and field training.

Kate Goddard
[redacted]
Santa Fe, NM 87507
[redacted] | [redacted]
November 10, 2025

Santa Fe Public Library Advisory Board
Santa Fe, New Mexico

Dear Members of the Santa Fe Public Library Advisory Board,

I am writing to express my interest in serving on the Santa Fe Public Library Advisory Board. As a long-time advocate for equitable access to learning opportunities, I would be honored to contribute my experience in education, program management, and civic engagement to support the library's mission of fostering literacy and lifelong learning across Santa Fe that honors our city's unique cultural heritage and traditions.

For more than twenty years, I have worked on national and community-based initiatives that centered on connecting people, ideas, and resources to expand access to opportunities. As a Project Director at Education Development Center (EDC), I currently lead a national initiative funded by the Centers for Disease Control and Prevention to support state agencies, districts, and community organizations in implementing evidence-based practices that promote the health and well-being of youth and staff in afterschool programs. My prior experience includes directing technical assistance efforts for the Office of Child Care and the National Science Foundation as well as managing community collaborations with libraries, youth development programs, and service institutions.

Libraries have always been a vital thread in my work. Early in my career, I partnered with city libraries, museums, and community centers to develop youth media programs, experiences that deepened my appreciation for libraries as inclusive spaces that bridge opportunity gaps. I bring both strategic and hands-on experience with program design, community collaboration, and capacity building—skills I believe align well with the Advisory Board's role in shaping responsive library services for Santa Fe residents.

I would be delighted to bring my perspective as an educator, project leader, and community advocate to the Board. I am especially interested in supporting initiatives that connect youth and families to learning experiences, technology access, and civic engagement through the library system.

Thank you for considering my application. I would welcome the opportunity to contribute to the continued success and vitality of Santa Fe's public libraries.

Warm regards,
Kate Goddard

Kate Goddard
[redacted], Santa Fe, NM 87507[redacted]
[redacted] | [redacted]

Overview

Project manager with 17 years' experience developing and facilitating professional development at the national, regional, state, and local level for a range of audiences, including out-of-school time (OST) professionals, teachers, intermediary partners, and state agency staff. Expertise in informal education and designing and supporting programs that elevate inquiry as a tool of youth empowerment in a range of settings, including community-based youth development organizations, afterschool programs, science learning centers, and libraries. Experienced curriculum and course content creator, developing materials that support educators with elevating positive youth development to improve the quality of OST.

Education

University of Illinois, Urbana-Champaign, IL — Psychology — BS, 2002

Selected Professional Experience

Education Development Center, Inc. (2008 – Present)

Project Director, *Collaborative for Advancing Health Experiences in Out-of-School Time (CAHE-OST)* (2022-present). Direct a national initiative, funded by Centers for Disease Control and Prevention (CDC), to support CDC-funded state agencies, districts, schools, and out-of-school time programs with implementing and evaluating evidence-based health equity policies, practices, and programs through the delivery of professional development and tailored technical assistance.

Associate Director of Training and Technical Assistance, *National Center on Afterschool and Summer Enrichment (NCASE)* (2015 – 2025). Served on the training and technical assistance (TA) management team to design and deliver TA to state, territory, and Tribal Child Care and Development Fund lead agencies and their networks, which include the statewide afterschool networks, state and local education agencies, provider associations, and child care resource and referral agencies.

Project Director, *National Science Foundation's Inclusion across the Nation of Communities of Learners of Underrepresented Discoverers in Engineering and Science (NSF INCLUDES)* (2017-2019). Led the development of the training and technical assistance plan and managed the team that supported NSF INCLUDES grantees who are working to scale up proven approaches for providing access to groups historically underrepresented populations in STEM education and careers. Launched the NSF INCLUDES National Network online community to facilitate collaboration across the network and increase capacity of network members to implement and influence systemic change.

Training and Technical Assistance Associate, *Adobe Youth Voices (AYV)* (2008-2016).
Consulted on the design, approach, and implementation of the Adobe Foundation's high-profile philanthropic initiative Adobe Youth Voices (AYV). Led efforts to scale program internationally, which included collaborating with and managing 18 network partner organizations that delivered the program in 60 countries. Project lead on the launch and build-out of the AYV online educator community, designed to disseminate resources and build a community of practice. Lead developer of the AYV online training that trained over 3,500 educators in the core principles of the program, which included overseeing the translation and facilitation of the training into four languages.

Training and Technical Assistance Associate*, ITEST Conferences* (2010 & 2011).
Coordinated event logistics and participated on the planning committee for two National Science Foundation convenings: ITEST Conference Event: Defining an Afterschool Research Agenda and ITEST Convening: Advancing Research on Youth Motivation in STEM.

EdLab Group, Seattle, WA
Outreach Manager, *National Girls Collaborative Project (NGCP), STEM Learning and Research Center (STELAR), The Connectory* (2013–2014). Developed the outreach strategy for the National Science Foundation funded projects, NGCP and STELAR, that both have the goal of broadening participation in STEM. Led targeted outreach activities, such as social media, conference presentations, partnerships, and training events to elevate project outcomes, share exemplary resources, and increase engagement with new audiences. Project manager for The Connectory, an online community portal designed to connect families to local STEM opportunities and to facilitate collaboration among STEM education programs.

Community Technology Empowerment Project AmeriCorps, Minneapolis, MN
Co-Director, (2006–2008). Managed the selection and oversight of the 20 non-profit organizations and agencies where AmeriCorps members were placed. Organizations included state workforce development agencies, city libraries, public housing institutions, and community-based organizations. Supervised 25 CTEP AmeriCorps members, which required extensive monitoring of service hours applied to training, civic engagement, and service. Worked with organizations to ensure AmeriCorps members were successful in their year of service that included hosting an annual training with site representatives, quarterly meetings, and site visits.

Professional Experience

Project Director, Education Development Center, Inc., 2008–present
Outreach Manager, EdLab Group, 2013–2014
Co-Director, Community Technology Empowerment Project AmeriCorps, 2006–2008
Program Manager/Instructor, Science Museum of Minnesota, 2005-2008
Program Assistant, Phillips Community Television, 2006-2007
Manager of Media Education Programs, Deproduction, 2004-2005
Teen Program Coordinator, Girls Incorporated of Metro Denver, 2002-2004