



Agenda

**Regular Meeting of the Public
Works and Utilities Committee
April 20, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue**

Procedures for Public Works and Utilities Committee 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 Public Works and Utilities Committee will also remain available for viewing at any time on the [City's YouTube channel](#). Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

If relevant technology is available and functioning for City use, the following options may be available:

Virtual Public Comment: To provide public comment virtually, you must join the Zoom meeting by internet or phone, using the following link:

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

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Public Comment
6. Presentations
 - a. Public Utilities Department, Employee of the Month for March 2026:

Bernardino Alvarado, Water Division (Jonathan Montoya, Interim Water Division Director; jmmontoya@santafenm.gov)

- b. Public Works Department Employee of the Month for March 2026: Caryn L. Grosse, PMP, Project Manager III, Facilities Management Division (Sam Burnett, Interim Public Works Department Director; jsburnett@santafenm.gov)
- c. City of Santa Fe Water 2025 Annual Plan, 2025 Newsletter, and 2026 Water Management Memo. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)
- d. City of Santa Fe Complete Streets Division Update. (Sam Burnett, Interim Public Works Department Director; jsburnett@santafenm.gov)

7. Action Items: Consent Agenda

- a. Request for Approval of the March 30, 2026, Public Works and Utilities Committee Minutes. (Elsa Ornelas-Segura, Administrative Manager; egornelassegura@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 04/20/2026

- b. Request for Approval to Exercise Contract Renewal Option for Item #23-0689 with Vector Airport Systems for the Collection of Aircraft Landing and Parking Fees in the Total Amount of \$1,341,000 through June 30, 2027. (Paulette Ortiz, Grants Administrator; pkortiz@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 04/20/2026

Finance Committee: 04/27/2026

Governing Body: 04/29/2026

- c. Request for Approval of Capital Outlay Grant Agreement with New Mexico Department of Finance and Administration for the Replacement of Natural Turf with Artificial Turf at Ragle Park Project 25-J3158 in the Total Amount of \$300,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Public Works, Project Manager III, saoverlie@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate \$300,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction.

Committee Review:

Public Works and Utilities Committee: 04/20/2026

Finance Committee: 04/27/2026

Governing Body: 04/29/2026

Public Works and Utilities Committee

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- 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

8. Action Items: Discussion Agenda

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

- a. 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

10. Matters from Staff

11. Matters from the Committee

12. Matters from the Chair

13. Next Meeting: Monday, May 4, 2026

14. Adjourn

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



ANNUAL REPORT

2025



City of Santa Fe

Michael J. Garcia, Mayor
Brian J. Moya, Interim City Manager

Compiled & Written by

City of Santa Fe Water Staff

City Councilors

Alma G. Castro, District 1
Patricia Feghali, District 1
Elizabeth “Liz” Barrett, District 2
Paul C. Bustamante, District 2
Lee Garcia, Mayor Pro
Tem, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4



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Executive Summary

This report is submitted pursuant to City Code Section 25-9.5 and summarizes information about City of Santa Fe Water (CoSFW) including water supply, water rights, production water demand, types of water use, and water utility management.

In 2025 CoSFW produced 9,107 acre-feet (AF) of potable water which is approximately 3 percent less than 2024 and effectively met demands in a sustainable manner by relying on surface water. Approximately 74% of potable water supply came from surface water with the remaining 26% coming from groundwater wells. This dominant use of surface water has allowed for the continued recovery of groundwater levels in 2025.

In 2025, 4,075 AF (45%) of production came from the Buckman Direct Diversion (BDD) which is sourced from the City's San Juan-Chama Project water, 2,618 AF (29%) from the Santa Fe River, 1,062 AF (12%) from the City Wellfield, and 1,352 AF (15%) from the Buckman Wellfield. In 2025, the City's drinking water met all U.S. Environmental Protection Agency (EPA) and State water quality standards.

Average per capita water use was estimated to be 89 gallons per capita per day (GPCD) in 2025, compared to 93 GPCD in 2024. Water demand was highest during the summer months due to outdoor water use. The Paseo Real Water Reclamation Facility (PRWRF) produced effluent of suitable quality for turf irrigation throughout the year, and thus for the first time in three years almost no potable water went to meet irrigation demands typically met with wastewater effluent.

Construction on the Nichols Dam Outlet Works Rehabilitation project began in July 2024 and is functionally complete as of the time of this report. During the construction phase of the project, CoSFW pumped water around the reservoir for the Canyon Road Water Treatment Plant (CRWTP), acequia deliveries, and Santa Fe River target flows. The April 15, 2025-April 14, 2026, target flow volume flow for a 'Living River' of 300 AF was met.

Financially, CoSFW is in a strong position, but upcoming capital spending will require use of cash balances and the assumption of debt. In addition to the CRWTP Flocculation and Sedimentation Project which is underway, three other large capital improvement projects are in the works: CRWTP chemical feed upgrades, McClure Dam Outlet Works Rehabilitation, and the SJC Return Flow project. At the end of 2025, a rate increase of approximately 4% for each of the next five years starting in 2026 was approved by the Governing Body to support these efforts.

Overall, CoSFW has a strong team in place to provide high quality and transparent operations for our community. We strive to ensure that a safe, reliable, and resilient water supply will be available for our customers for generations to come.

Water Supply Sources

CoSFW is fortunate to have four distinct sources of potable water supply (Figure 1). Two of the water sources are supplied by rivers (surface water), and two are supplied by wells (groundwater).

Surface water is available to CoSFW from the Santa Fe River and the Colorado River (imported via the San Juan-Chama Project [SJCP]) diverted from the Rio Grande north of town. Groundwater is pumped from 7 active wells within City limits (the City Wellfield), and 13 wells located between the City and the Rio Grande (the Buckman Wellfield).

CoSFW prioritizes surface water use to meet its primary water production needs, while reserving groundwater supply sources for drought, backup supply and peaking needs.

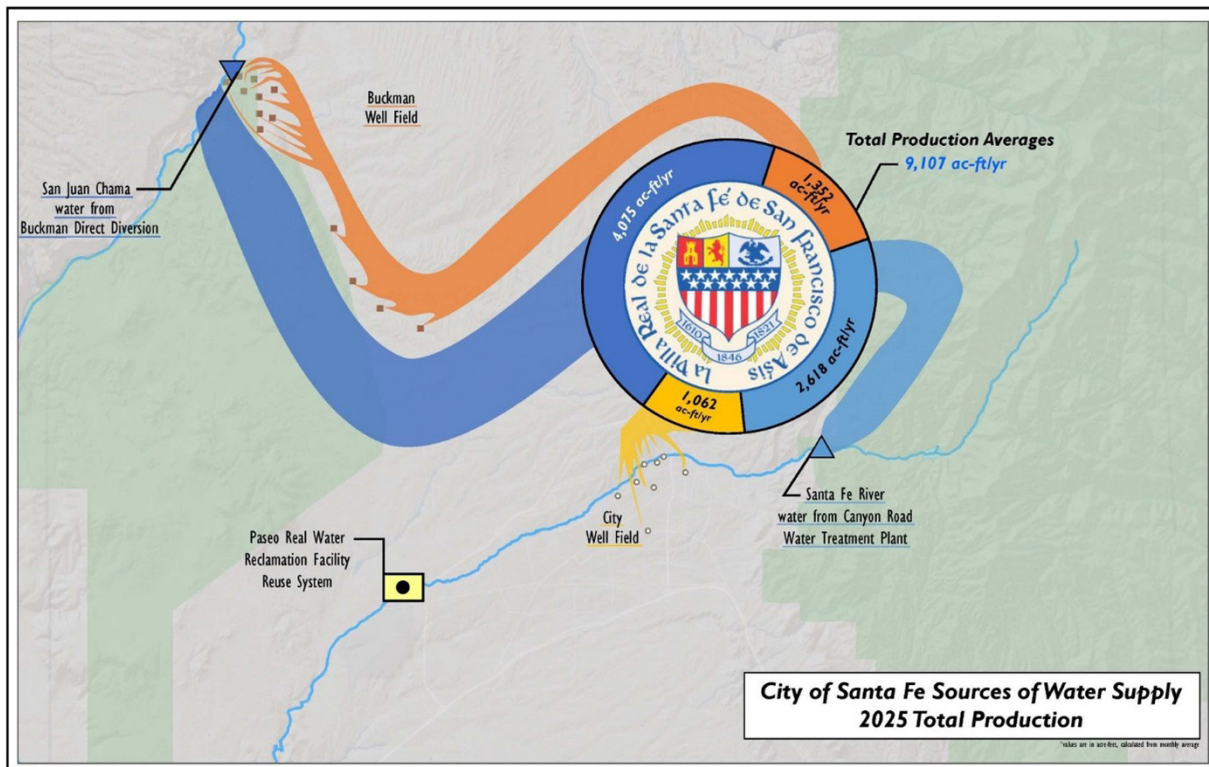


Figure 1: City of Santa Fe Sources of Water Supply

Long-Term Sustainable Yield

Figure 2 shows potable water production from surface water and groundwater supply sources since 2011, as compared to 1995, when production peaked and the Santa Fe River was CoSFW’s only surface water source. The total 2025 groundwater production volume of 2,414 acre-feet (AF) was just over half of CoSFW’s estimated sustainable groundwater availability of 4,500 AF per year, and as a result groundwater levels continued to recover in 2025, as they have since 2011 when the Buckman Direct Diversion came online. It should be noted that some groundwater use is necessary to keep wells maintained and ready for operation, manage groundwater levels, and comply with environmental and monitoring requirements.

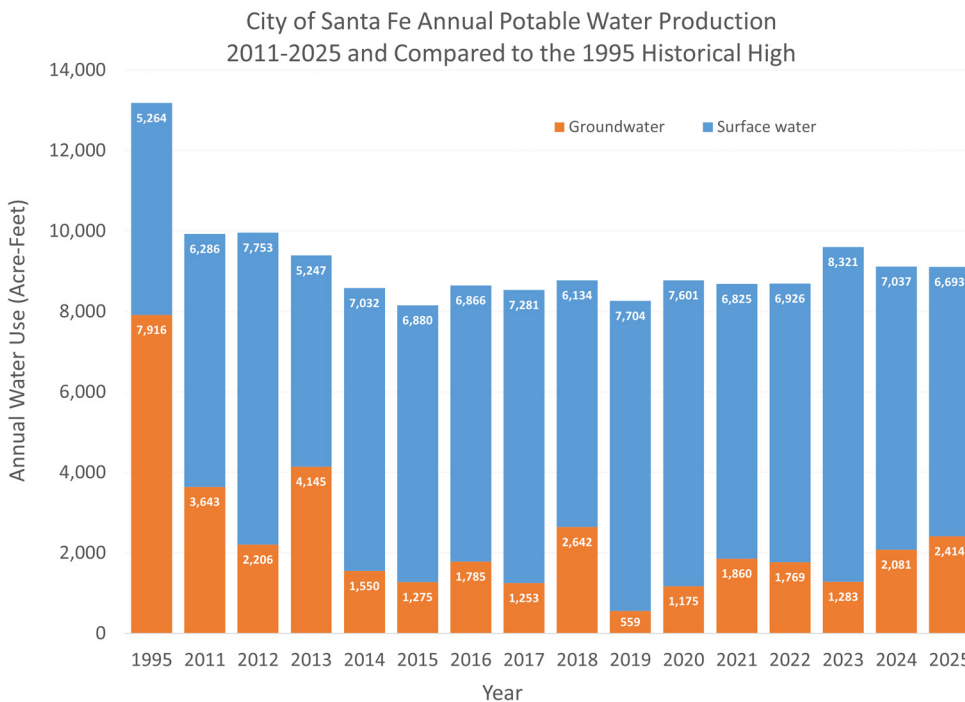


Figure 2: Potable Water Production from Surface and Groundwater Sources, 1995 and 2011-2025

Table 1 shows the estimated availability and average and maximum use of each water supply source for 2011 through 2025. The water rights permit limits for each water source are also shown. The one-year permit limit production volume could not be sustained over time, but provides a sense of the potential magnitude of supply that could be provided from each source in a short-duration water emergency.

Water Source	2011-2025 Estimated Sustainable Availability** (AF/yr)	2011-2025 Average Use (AF/yr)	2011-2025 Maximum Use (AF/yr)	One Year Permit Limit (AFY)	10 Year Permit Limit (AFY)
Santa Fe River	2,899	2,899	5,098	5,040	5,040
City Wellfield	2,000	944	1,918	4,865	3,507
Buckman Wellfield	2,500	1,031	2,890	10,000	10,000
San Juan-Chama (BDD)	4,593	4,127	5,215	6,407	5,125
Totals	11,992	9,001	--	26,312	23,673

* Analysis begins in 2011 because that is when BDD came online and CoSFW first had four distinct sources of water supply.

** Santa Fe River availability based on 2011-2025 average usage, which approximates McClure inflow minus Acequia and Living River Requirements starting in 2011.

** For SJCP: Average historical allocation 2011 – 2025.

** For City and Buckman Wellfields 2011-2025: Geohydrologic based estimate of sustainable availability.

Table 1: Water Use and Rights, 2011-2025

2025 Water Production

In 2025, CoSFW produced 9,107 AF of potable water, which was approximately 3 percent less potable water than 2024, likely driven in part by a cooler and wetter spring in 2025. In 2025, CoSFW met 73 percent of potable water demand using treated surface water. Figure 3 shows monthly potable water production by source during 2025. As is common in July through September, BDD productivity was negatively impacted by muddy water in the Rio Grande in August due to monsoon thunderstorms. The seasonality of water demand is evident with an increase in production from May to October mainly due to outdoor water use.

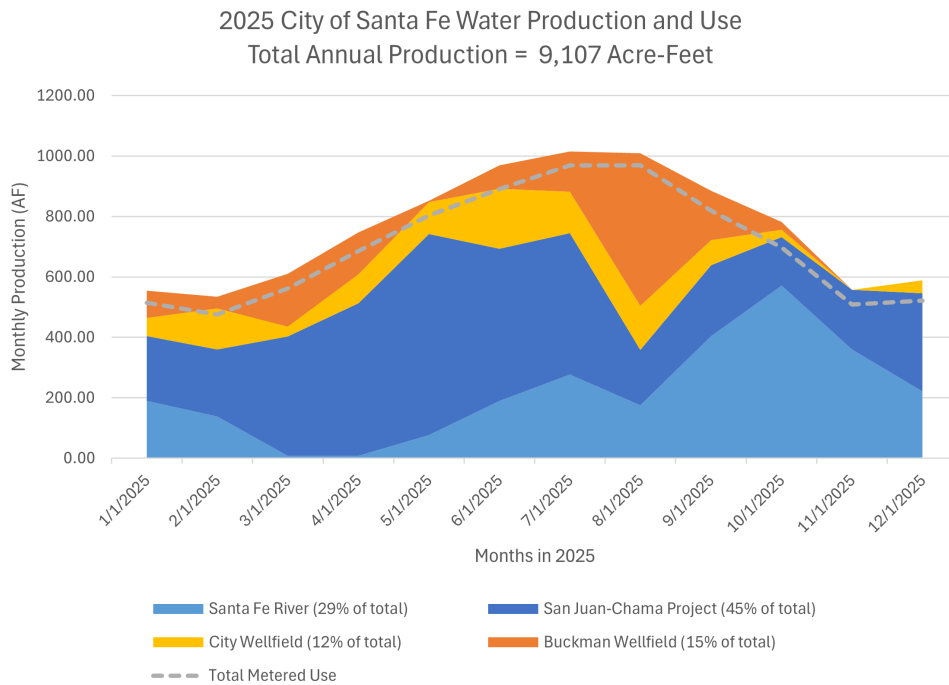


Figure 3: Monthly Potable Water Production by Source and Use, 2025

GPCD

One measure of water use efficiency is per capita (per person) water consumption, described as gallons per capita per day (GPCD), and calculated as the average daily water produced in a year divided by the population served. Per capita use is used internally to track the effectiveness of the water conservation program over time and is reported annually to the New Mexico Office of the State Engineer (OSE).

As shown by Figure 4 on the following page, the CoSF has reduced our systemwide per capita use by nearly half since purchasing Sangre de Cristo Water Company from the Public Service Company of New Mexico (PNM) in 1995. The water conservation efforts of the community have made CoSFW more resilient in the face of drought and, in combination with the BDD supply coming online in 2011, has allowed for steady wellfield recovery over this timeframe. 2025 systemwide per capita use is estimated to be 89 GPCD, based on an estimated population of 91,459 for 2025, which is a one percent increase over the 2024 population of 90,553. The final 2025 GPCD will be calculated based on an updated U.S. Census based population estimate for 2025 that will be available in September, and will be reported in the 2026 Annual Report. Since the 2024 Annual Report was completed, the 2024 systemwide per capita use has been finalized at 93 GPCD, the same value that was estimated and included in the 2024 Annual Report.

Population and GPCD

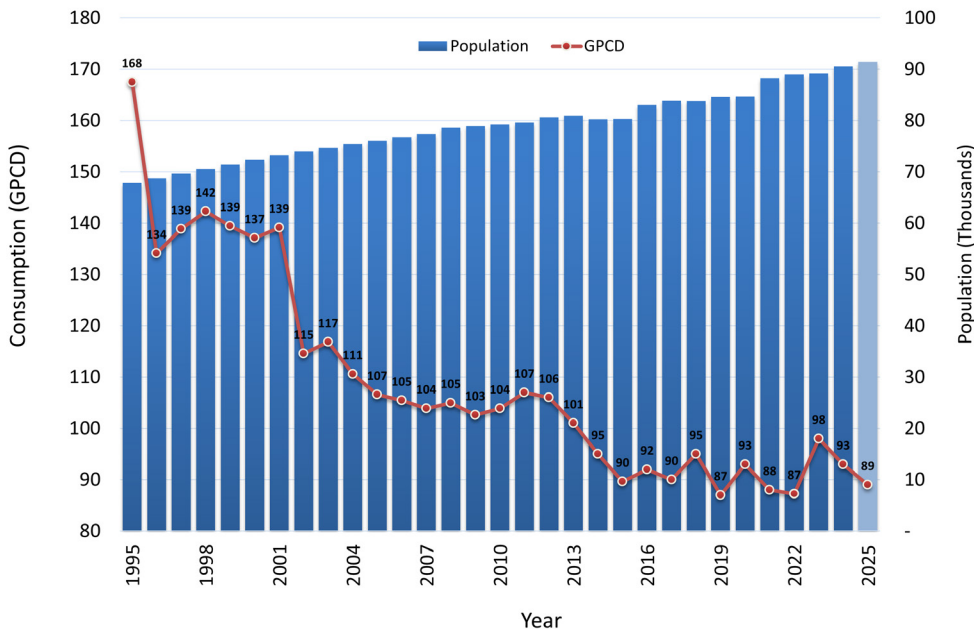
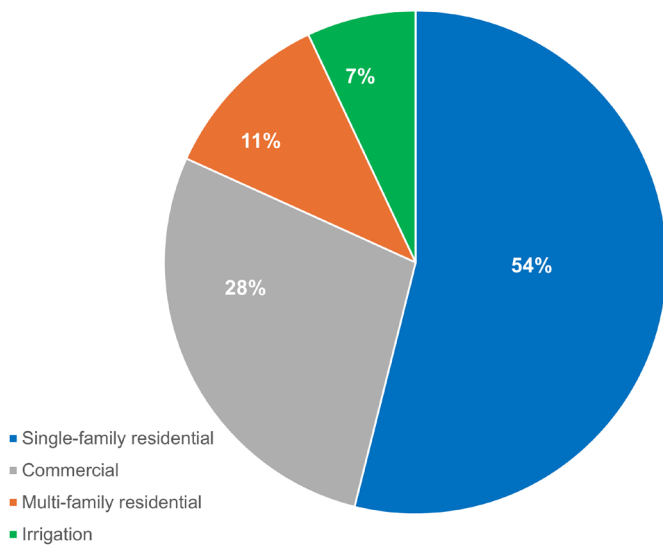


Figure 4: Population and GPCD, 1995-2025 (2025 values are estimated)

Use by Sector

CoSFW uses five customer categories in the water billing database: single-family residential, multi-family residential, commercial, irrigation, and fire sprinkler accounts. As shown in Figure 5, in 2025 the single-family residential sector accounted for just over half of all billed water usage.



Note: The fire sprinkler system sector accounted for <0.01% of water demand.

Reuse

The Paseo Real Water Reclamation Facility (PRWRF), located on Paseo Real near the Santa Fe Airport, is operated by the Wastewater Management Division of the Public Utilities Department and treats all the wastewater collected by the City of Santa Fe’s sewer system. Unlike CoSFW’s water treatment plants, which can rotate operations and shut down for occasional maintenance, the PRWRF has been operating continually for decades. Most of the treated wastewater that leaves the facility is returned to the Santa Fe River, while some is used to meet non-potable demands, including irrigation of turf at the Marty Sanchez and Santa Fe Country Club golf courses, Municipal Recreation Complex (MRC), and Swan Park among others.

Upgrades at the PRWRF are underway. In 2023, the turf irrigation reuse facilities above used approximately 145 million gallons (445 AF) of potable water for irrigation when PRWRF was unable to provide non-potable water to meet irrigation demands. In 2024, these facilities used approximately 15 million gallons (47 AF) of potable water for irrigation. In 2025, less than 1 AF of potable water was used at these facilities.

Figure 6 on the following page shows the volumes of treated effluent from the PRWRF that have been reused and/or discharged to the Santa Fe River since 2013. In 2023, reuse was less than in past years due to complications at PRWRF, as noted previously. Overall use of treated effluent for irrigation was similar in 2025 as compared to 2024.

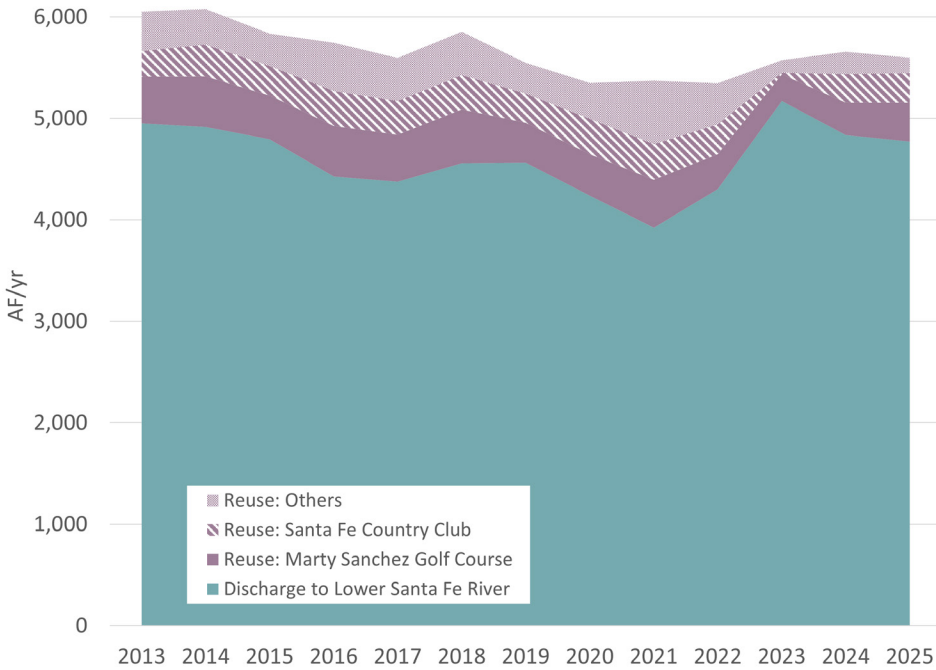


Figure 6: Use of Treated Effluent, 2013-2025

Santa Fe River Operations

Santa Fe River storage levels for the past three years are detailed in Figure 7. At the start of 2025, storage levels were comparable to those seen in 2023; however, a drier-than-average winter resulted in only a modest increase in storage due to snowmelt. An exceptionally active monsoon season began in August, with multiple large storms affecting the watershed and setting numerous record high flows on the Santa Fe River above McClure Reservoir in late August through September. As a result, storage levels rose significantly, finishing the year comparable to those at the close of 2024.

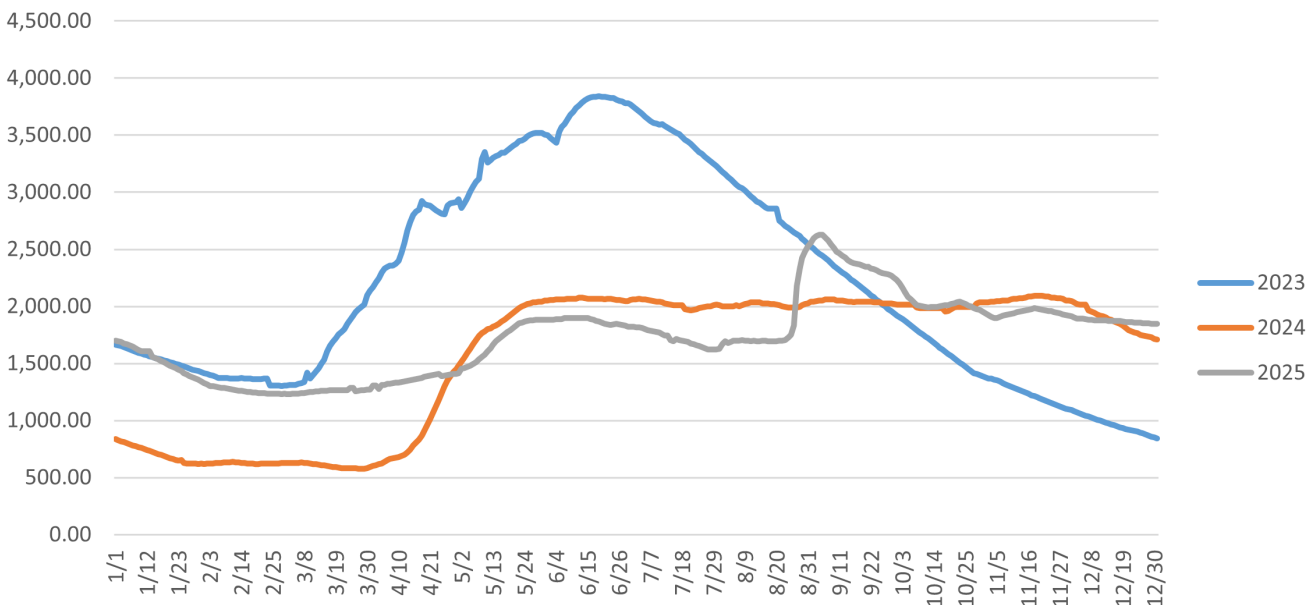


Figure 7: Santa Fe Municipal Watershed Reservoir Storage, 2023-2025

Living River

In 2012, Resolution 2012-28 was adopted, which adopted Administrative Procedures for the Santa Fe River Target Flow Ordinance, Article 25-13 SFCC 1987. Target flows for a 'Living River' provide water to the riparian corridor, recharge certain CoSFW wells, and provide aesthetic and recreational benefits along the Santa Fe River. The total volume of water available for target flows is 1,000 AFY in normal years, with reductions in dry and critical-dry years. The target hydrograph sets stream flow targets in cubic feet per second (cfs) and a schedule for increasing and decreasing flows. The annual volume of target flows is distributed throughout the year based on the target hydrograph. The target hydrograph calls for a spring pulse followed by summer flows, a summer pulse, and low flows during the fall and winter season.

In 2025, April 1st snowpack was well below normal and the April 1, 2025 Natural Resources Conservation Service (NRCS) streamflow forecast for the Santa Fe River near Santa Fe SNOTEL station predicted approximately 20 percent of the 30-year median flows for the period of 1991-2020. This set the target flow volume at 300 AF for April 15, 2025 to April 14, 2026. Partly due to Nichols reservoir construction, flows to the Santa Fe River below Nichols easily exceeded the 2025-2026 target flow volume. The actual bypass flows and the target hydrograph can be seen in Figure 8. Note that in a calendar year there are 2 target hydrographs.

2025 Santa Fe River Targets Flows for the 'Living River'

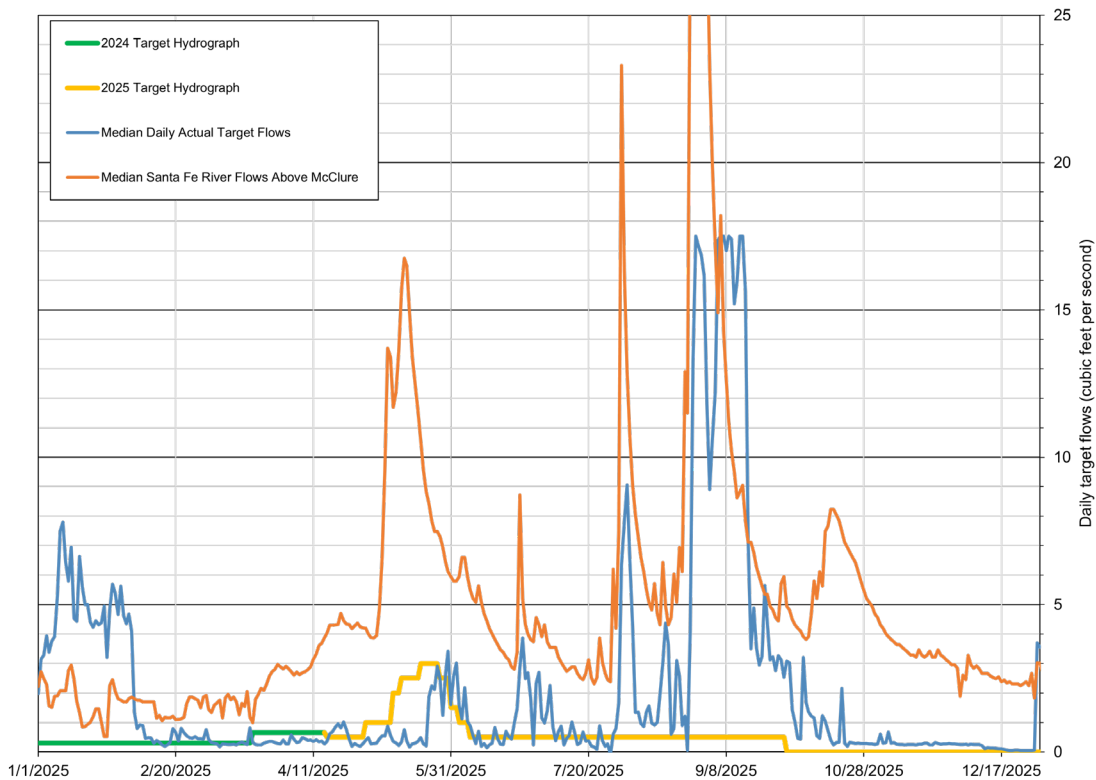


Figure 8: Target Hydrograph, Actual Target Flows, and McClure Inflows, 2025

Acequia Deliveries

Acequias are traditional irrigation ditches whose construction, maintenance, and operation are intertwined with the history of northern New Mexico. There are four operational acequias which divert water from the Santa Fe River between Nichols Dam and Patrick Smith Park. New Mexico water rights, like the water rights in most Western states, recognize older rights as superior to younger ones. Some of the acequia rights on the Santa Fe River may be older than those held by the City, predating the construction and operation of the municipal reservoirs and the CRWTP, which have changed the way downstream acequias function.

CoSFW system and acequia operations were a source of conflict for decades, resulting in a court ordered set of delivery requirements. CoSFW is required to bypass water to Acequia Cerro Gordo and Acequia Madre and to strive to meet the Project Delivery Requirement (PDR) for each. The PDR is the water volume required at the head of the entire acequia system, while farm delivery is the water required at each property boundary. The difference accounts for losses in the acequia system outside of the farms. Flows to Acequia del Llano, Acequia Cerro Gordo, and Acequia Madre are measured at the point of diversion from the river. There is no gage or formal CoSFW delivery requirement for Acequia Muralla, which diverts available flows when Acequia Madre (the only acequia of the four located downstream of Acequia Muralla) is not taking water. The 2020 through 2025 acequia diversions are shown in Table 2.

The Acequia del Llano irrigates between April 15 and October 30 each year, unless the irrigation season is truncated due to frozen river conditions. With Nichols Reservoir having been drained in 2024, the Acequia del

Llano deliveries had to be pumped to the acequia’s diversion. The 2025 data is estimated based on the flow rate of the pump and how long it was run each day. The City estimated the Acequia de Llano diversions in the following manner. From April 15-September 22 water was pumped 24 hours a day for 4 days a week, 17 hours one day a week, and 12 hours one day a week, with one day of no pumping. From September 23-October 16, it was pumped 24 hours a day 7 days a week. During both time periods, the flow rate was a constant 0.32 cfs.

The Acequia Cerro Gordo irrigates between May 1 and October 30 each year. The OSE installed a gage to measure the Acequia Cerro Gordo diversions; however, this gage measures flow before a bypass returns water to the river, so the OSE’s gage measurements do not reflect the acequia’s diversion volumes. The City estimated the 2025 Acequia Cerro Gordo diversion volume using a flow rate of 0.24 cfs for 10 hours per day on two days per week.

The Upper Acequia Madre irrigation season starts at the end of April or early May each year, after the annual ditch cleaning. The Acequia Madre diverts Santa Fe River water near the corner of Alameda and Canyon Road, and the last irrigation usage on the upper Acequia Madre is at Railyard Park. Most of the water associated with the PDR belongs to a farm located near Agua Fria Village that can no longer be practicably served by water diverted near Alameda and Canyon Road. To better serve this farm, a city irrigation meter was installed on the Lower Acequia Madre which allows for delivery of potable water to the ditch at that location in exchange for a total headgate diversion requirement of 21.5 AFY on the Upper Acequia Madre as shown in Table 2.

Acequia	del Llano ¹	Cerro Gordo	Upper Madre	Lower Madre	Madre	Muralla ²
2020 Project Delivery (AF)	77.92	55.45	-	-	18.07	Not measured
2021 Project Delivery (AF)	106.3	11.7	-	-	43.4	Not measured
2022 Project Delivery (AF)	109.3	10.2	-	-	20.0	Not measured
2023 Project Delivery (AF)	109.8	82.0	-	-	37.5	Not measured
2024 Project Delivery (AF)	69.2 ^a	11.4 ^a	-	-	39.7 ^a	Not measured
2025 Project Delivery (AF)	87.3 ^b	11.0 ^b	23.2	-	-	Not measured
2025 Irrigation Delivery (AF) ^c	-	-	-	8.68	-	Not measured
Project Delivery Requirement (AF)	Not Defined	11.08	21.5	20 ^d	82.40	Not Defined
Farm Delivery Requirement (AF)	46.4	5.54	10.8	-	41.2	15.07

a = Estimated volume (see notes in 2024 Annual Report).

b = Estimated volume (see notes in text).

c = Irrigation Delivery from CoSFW via irrigation meter.

d = Max irrigation delivery per 2024-0689 Agreement between City of Santa Fe and Acequia Madre

¹ = Farm delivery requirement estimate is based on 17.2 acres in a 1977 Hydrographic Survey multiplied by 2.7 feet.

² = Acequia Muralla is not metered so diversions are estimates only. Farm delivery requirement is estimated based on 14.5 acres in a 1977 Hydrographic Survey multiplied by 2.7 feet.

Table 2: Upper Santa Fe River Annual Acequia Diversions, 2020-2025

San Juan-Chama Project Water

The SJCP is a U.S. Bureau of Reclamation project that diverts water from the San Juan River watershed in southwestern Colorado and delivers it to the Rio Chama system, where it is stored in Heron Reservoir. CoSFW’s SJCP water is stored predominantly in Heron and Abiquiu Reservoirs, though some water is stored in El Vado Reservoir at times to help with water operations on the Rio Chama. The CoSFW releases stored SJCP water from Abiquiu as needed to flow downstream and into the Rio Grande where it can be diverted at the BDD and treated for use.

CoSFW’s maximum SJCP allocation is 5,230 AFY, dependent on water availability in the San Juan River watershed. The size of CoSFW’s SJC allocation was based on historical hydrology at the time of design and construction (1960s) of the SJCP and was considered “firm” meaning hydrologists expected that the project would yield that amount of water to contractors in any and all years based on the size of diversions, tunnels, and reservoirs. Climate change and regional aridification have changed that paradigm, and past hydrology is no longer an adequate representation of future conditions. In 2014, for the first time in SJCP history, contractors did not receive their full allocation. In the past 12 years (2014[JR11.1]-2025) contractors have only received full allocations four times and have been shorted by an average of 25 percent in the other 7 years (Table 3). The allocation in 2025 was the lowest since the project began, with CoSFW only receiving a 39% (2039 AF) allocation due to low snowpack and runoff in the San Juan watershed. During the year, 3,986 acre-feet of CoSFW SJCP water was diverted at the BDD for use in the city.

CoSFW’s San Juan-Chama Project (SJCP) storage water in Heron, El Vado, and Abiquiu Reservoirs from 2023 through 2025 is shown in Figure 9. At the start of 2025, CoSFW held 13,550 acre-feet of SJCP water in storage within the Rio Chama system. By year’s end, storage had decreased to 10,560 acre-feet, driven by low allocation and continued use of SJCP water. Although CoSFW still had over two year’s of SJC water in storage at the end of 2025, if, as looks likely as of spring 2026, SJC allocations are low again in 2026 and CoSFW SJC reserves decrease significantly for a second year in a row, CoSFW may consider adjusting SJC operations in 2027.

Calendar year	CoSFW SJCP allocation (AF)	Percent of full allocation (percent)
2014	4,650	89
2015	4,855	93
2016	5,029	96
2017	5,230	100
2018	4,676	89
2019	5,230	100
2020	4,240	81
2021	3,425	65
2022	3,371	64
2023	5,230	100
2024	5,230	100
2025	2,039	39
Average	4,434	85

Table 3: City of Santa Fe Annual SJCP Allocations, 2015-2025

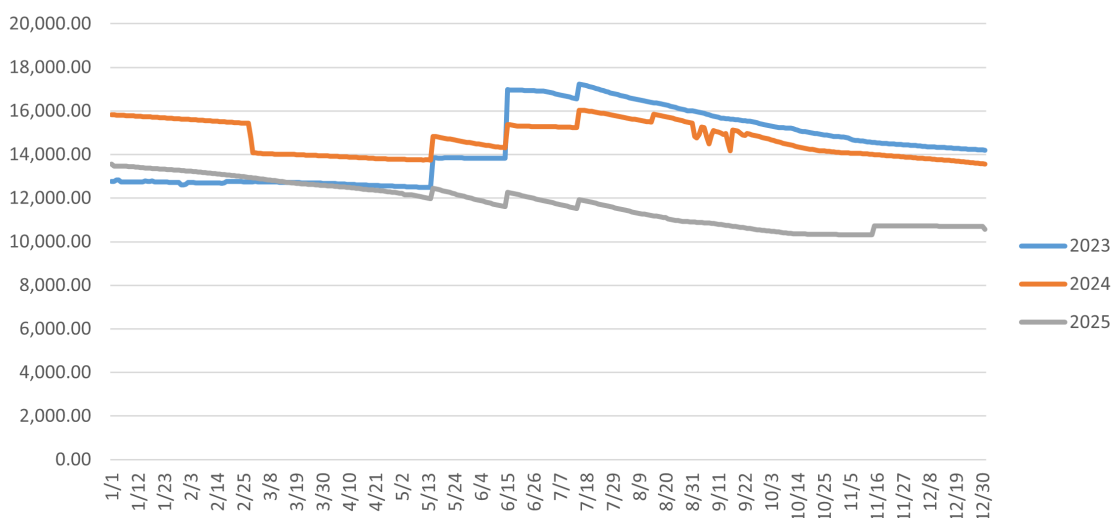


Figure 9: Storage of CoSFW SJCP Water in the Chama Watershed

Water Rights/Offsets

CoSFW’s Buckman Wellfield (BWF) permit requires that CoSFW offset BWF pumping impacts on the Rio Grande and its tributaries. Offsets are mostly met with surface water rights in those basins. CoSFW submits monthly reports to the OSE which are input into an administrative groundwater flow model to determine the extent and duration of the surface water impacts caused by the annual pumping of the BWF. The impacts from a single year of groundwater pumping are spread over many subsequent years. The annual offset calculations provided by the OSE include both the new offsets incurred, as well as the residual offsets owed from previous years of groundwater use.

CoSFW holds numerous surface water rights to satisfy the OSE offset requirements. Table 4 shows the distribution of offsets for 2024. Calculations for 2025 were not available in time for inclusion in this report and will be included in the 2026 Annual Report.

Developments in Santa Fe are required to offset their added demand on CoSFW’s water resources. One way for developers to achieve this is by acquiring water rights and transferring them to CoSFW, specifically to the BWF permit, RG-20516. These water rights offset the increased demand for the development project. Water rights established prior to the 1907 creation of the Territorial (now State) Engineer’s Office from the middle Rio Grande, the area between Cochiti Reservoir and Elephant Butte Reservoir are transferred to CoSFW in amounts equal to the project development water budget. In this way, development contributes additional water rights to offset BWF pumping. There are also conservation-related mechanisms available to CoSFW to offset new water demands through the Water Bank.

Water Bank

The Water Bank, defined in City Code 25-10, took effect on January 1, 2010, and directly connects land use planning to available water supply by requiring developers to offset new demand placed on the water utility system. The Water Bank was established to ensure that new water demands are offset by (1) purchasing or leasing water rights transferred from the Rio Grande, (2) water credits resulting from potable water conservation, or (3) water credits resulting from return flow infrastructure. The Water Bank tracks water rights and conservation credits available to support development, with the goal of maintaining sufficient water rights and system capacity to meet increasing demand associated with new construction.

Residential, mixed-use, and commercial developments with water demands above the thresholds of 10, 7.5, and 5 AFY respectively are considered “large developments” and must offset their water demand by purchasing an equivalent amount of Middle Rio Grande water rights for transfer into CoSFW’s BWF water rights permit (as explained in the Water Rights/Offsets section). Water right transfers from developers increased steadily year over year until 2025, when no transfers were recorded (Table 5). “Smaller developments” with demand requirements below the previously mentioned thresholds can transfer water rights through the same process, exchange toilet retrofit credits, or pay a water offset fee. Toilet retrofit credits were issued during a 2003–2009 initiative to replace older, high-flow toilets with more efficient, low-flow models. Each credit was valued at 0.025 acre-feet, equivalent to 40 retrofits per acre-foot. No new toilet retrofit credits have been issued since 2009.

Basin	2024* offsets to nearest AF	2026 CoSFW water rights available to nearest AF
Rio Nambe – Pojoaque	61	106
Rio Tesuque	34	65
Rio Grande above Otowi Gage	101	0**
Rio Grande below Otowi Gage (pre-1907 Rio Grande)	843	1,457
La Cienega & Santa Fe River	4	4
Total	1,043	1,632

* 2025 Offsets had not been calculated and released by the OSE at the time of this report

** SJCP water releases are used to offset pumping impacts to the Rio Grande above Otowi Gage

Table 4: 2024 Surface Water Rights Available for BWF Pumping Offsets

In practice, the fee option is preferred by developers and used for nearly all smaller developments. Water offset fees collected from developers are used by CoSFW to purchase Middle Rio Grande water rights or toilet retrofit credits, or to support conservation efforts. The Water Bank also tracks cumulative demand reductions achieved through rebate programs since January 1, 2010, allowing those reductions to generate credits that offset new water demand.

Water conservation credits, which are generated by conserving water across the City, are deposited in the Water Bank, and may be used by CoSFW to support affordable housing or other City initiatives. In 2024, Resolution 2024-10 was adopted, assigning 500 AF of water credits to the Water Bank to offset future demand associated with affordable housing, small development projects, City projects, or other City priority initiatives. The credits were developed in recognition of the City's conservation programs reducing demand by 3,300 AFY with programs above and beyond the rebate program. These assigned credits are intended to bridge the gap between available water conservation credits and the growing demand from affordable housing and small development projects while the City implements additional conservation and the San Juan Chama Return Flow Project.

In 2025, 2 AF of water conservation credits were deposited into the Water Bank through the Water Conservation Office rebate program, bringing the total credits generated since the Water Bank's inception to 100 acre-feet. Starting in 2025, affordable housing developments are being offset by water conservation credits rather than water rights, due to the limited number of unallocated City-owned water rights previously available for this purpose."

Current Water Bank balances, along with those from the past five years, are summarized in Table 5.

City Water Rights for Affordable Housing	2020	2021	2022	2023	2024	2025
Start of Year Balance	2	-24	0	0	2	-2
City Rights Allocated for Affordable Housing by Governing Body ²	0	59	21	22	22	0
City Rights Designated for Affordable Housing	26	35	21	20	26	0 ¹
End of Year Remaining Balance	-24	0	0	2	-2	-2
Private Water Rights in the Bank	2020	2021	2022	2023	2024	2025
Start of Year Undesignated Water Rights	563	541	428	346	358	336
Water Rights Transferred into the Bank	9	20	61	60	67	0
Water Rights Designated for Development	31	133	143	49	89	68
End of Year Undesignated Water Rights	541	428	346	358	336	268
Water Conversation Credits	2020	2021	2022	2023	2024	2025
Start of Year Conservation Credit Balance	7	-5	-56	-113	-152	317
Conservation Credits Generated	2	3	2	4	2	2
Conservation Credits Allocated by Governing Body ³	0	0	0	0	500	0
Conservation Credits Designated to Affordable Housing	0	0	0	0	0	33 ¹
Conservation Credits Designated to Below Threshold Developments	14	54	59	43	31	88
End of Year Conservation Credit Balance	-5	-56	-113	-152	317	198
Toilet Retrofit Credits	2020	2021	2022	2023	2024	2025
Start of Year Toilet Retrofit Credits	177	175	168	156	153	152
Toilet Retrofit Credits Used to offset Development	2	7	12	3	1	0 ⁴
End of Year Toilet Retrofit Credit Balance	175	168	156	153	152	152

¹ Due to limitations of available undesignated city water rights, affordable housing in 2025 is offset with water conservation credits

² Resolution 2022-17

³ Resolution 2024-10

⁴ There was 0.4 AF of Toilet Retrofit Credits used to offset development, due to rounding it's reported as 0

Table 5: Water Bank Balances, 2020-2025

Water Quality

As water travels over the land or through the ground, it dissolves naturally occurring minerals and can also pick up substances from the presence of animals or from human activity. Contaminants in source water may include microbial contaminants, inorganic contaminants, pesticides and herbicides, organic chemical contaminants, and radioactive contaminants. To ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (EPA) prescribes regulations that limit the concentrations of certain contaminants in water provided by public drinking systems.

In 2025, the City's drinking water met all U.S. EPA and State water quality standards. Water quality information from each of our sources of water is reported in detail in the Annual Water Quality Reports, available online at <https://santafenm.gov/public-utilities/water/water-resources-1/water-quality-keeping-our-water-safe>. The 2025 Annual Water Quality Report will be completed in Spring 2026 and will then be posted to this site. Some of the contaminants measured annually include arsenic, barium, nitrate, radium, uranium, lead, and copper. The CoSFW tests regularly throughout the system to ensure sufficient chlorine levels are in the water to prevent biological growth.

Water 2100

The City of Santa Fe recognizes the critical importance of long-range water planning, using the most current science, demand projections, and climate change data to ensure sustainable water supplies for the community for decades to come.

CoSFW, USBR and Santa Fe County Utilities Division (County) are engaged in a science-based, community-informed planning cycle to develop long-range water resource management plans, with CoSFW's plan extending to 2100. The partners are committed to incorporate input from a diverse cross-section of the community into the plan, recognizing that broad participation will lead to stronger, more implementable plans.

CoSFW has completed water demand projections and developed a planning model called STEWARDS (Systems Tool for Evaluating Water Resource Decisions and Strategies) to simulate the City's water supplies under a range of future conditions and evaluate adaptation strategies. The City is currently awaiting federally-funded large-scale climate modeling to finalize river flow projections under climate change scenarios, being led by USBR and Univ. of Massachusetts, with preliminary results expected in midfall of -2026. Once complete, CoSFW will launch public engagement, presenting future conditions and ranking adaptation strategies according to four goals: reliability, water supply sustainability, river flows, and green space water use.

CoSFW continues to partner with the U.S. Bureau of Reclamation (USBR) on planning and resiliency measures, building on collaboration through the Santa Fe Basin Study (2015) and Basin Study Update (2019), and the Santa Fe Water Reuse Study (2017). That partnership has continued through a USBR grant supporting the San Juan-Chama Return Flow Project, and looks further ahead through Water 2100, a long-range planning effort partially funded by USBR through a WaterSmart grant.

2026 Plan

The 2026 projected demand is expected to be similar to 2025 levels. To meet this demand, CoSFW plans to draw from its four water sources: approximately 50% from BDD, 35% from CRWTP, 10% from the Buckman Wells, and 5% from the City Wells. These estimates are subject to change depending on factors such as weather, summer demand patterns, and backup supply requirements to Santa Fe County. Should demand exceed projections, any additional need would be met through increased BDD diversions, groundwater, or both. Under this plan, approximately 85% of the City’s water supply would come from renewable surface water, and groundwater pumping would be maintained below the sustainable yield, supporting the continued recovery of groundwater levels.

Looking ahead to spring 2026, CoSFW anticipates below-average snowmelt, with Natural Resources Conservation Service (NRCS) forecasts projecting Santa Fe River runoff at 15% of median as of April 2026. In response, CoSFW proactively adjusted winter operations to maximize reservoir storage on the Santa Fe River. This will allow CRWTP to remain operational through the summer peak demand period, even in the face of reduced inflows.

2026 City of Santa Fe Water Planned Production

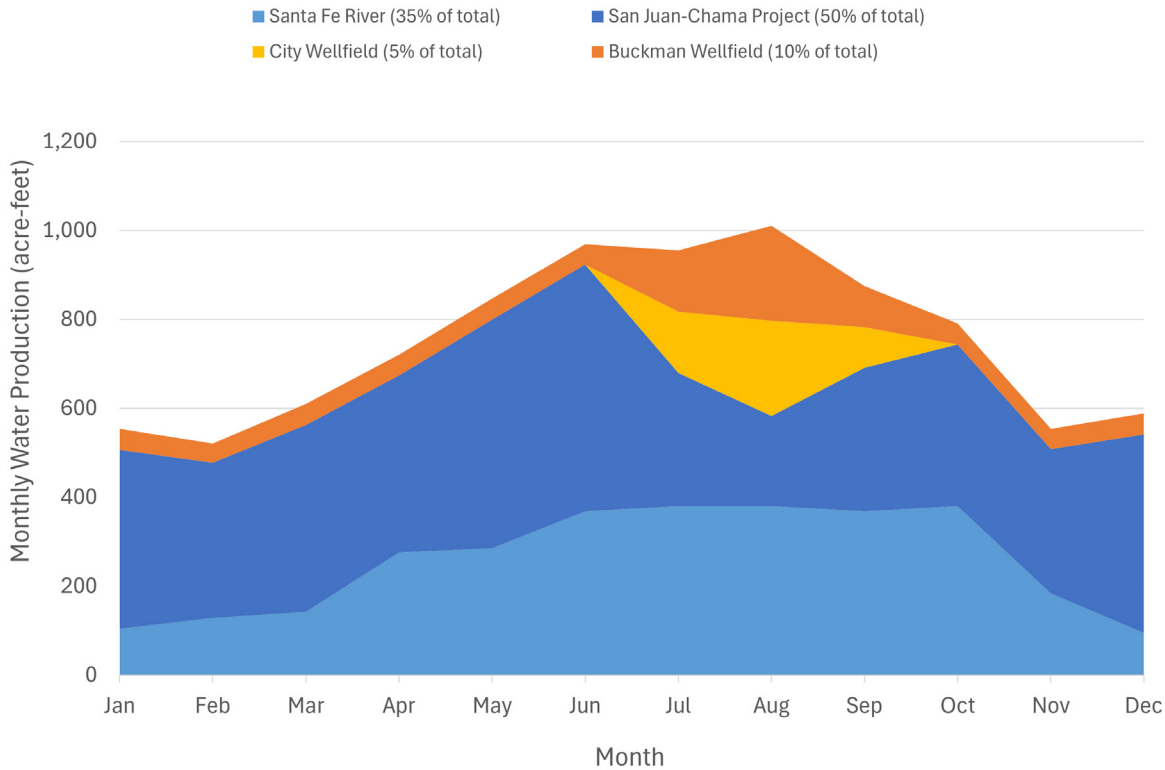


Figure 10: Planned 2026 Monthly Potable Water Production by Source

Financials

CoSFW is currently updating its financial model for FY2025. In the interim, the financial data presented reflects 2024 figures, which serve as the current baseline. It should be noted that the 4% annual rate increase planned each year over a five-year period has been approved and is now in effect for 2026.

Several milestones have been reached across the Capital Improvement Projects since the 2024 report. The Nichols Dam Outlet Works Rehabilitation project is now functionally complete. Construction has begun on the CRWTP Flocculation/Sedimentation (Floc/Sed) Project, and the McClure Dam Outlet Works Rehabilitation Project, CRWTP Chemical Feed Improvements, and San Juan Chama Return Flow Project are in the design phase.

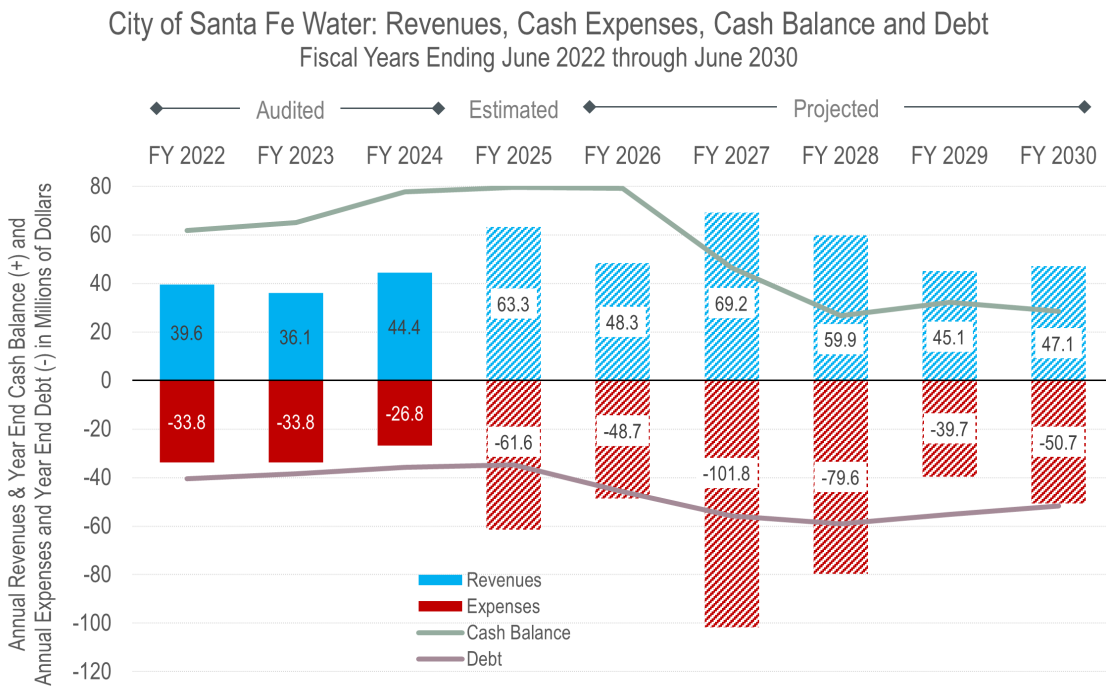


Figure 11: Financial Status and Outlook (from 2024 Annual Report)

Projects	Capital Improvement Projects					5 Year Total
	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	
Nichols - outlet conduit rehabilitation	\$18,000,000	\$1,008,338	-	-	-	\$19,008,338
CRWTP Flocculation & Sedimentation Rehabilitation	-	\$8,000,000	\$8,000,000	\$4,000,000	-	\$20,000,000
SJC Return Flow Project	\$2,000,000	\$250,000	\$23,750,000	\$23,750,000	-	\$49,750,000
McClure - outlet conduit rehabilitation	-	\$1,500,000	\$18,000,000	-	-	\$19,500,000
Priority Line Replacements (PLR)	\$1,626,563	\$1,626,563	\$1,626,563	\$1,626,563	\$1,626,563	\$8,132,815
CRWTP Filter Rehabilitation	\$932,800	-	-	-	-	\$932,800
CRWTP chemical feed updates to meet current codes	\$420,000	\$250,000	\$4,000,000	\$4,000,000	-	\$8,670,000
On-Call Contracts	\$2,395,158	\$2,195,158	\$2,195,158	\$2,195,158	\$2,195,158	\$11,175,791
Other	\$646,766	\$290,000	-	-	-	\$936,766
Total	\$26,021,287	\$15,120,059	\$57,571,721	\$35,571,721	\$3,821,721	\$138,106,510

Table 6: Projected Capital Spending, FY2025-2029 (from 2024 Annual Report)



CITY OF SANTA FE WATER

2025



Year in Review Newsletter

Providing a safe, reliable, and resilient water supply to meet Santa Fe's needs

DIRECTOR'S *message*

Dear Community Members,

City of Santa Fe Water has a lot to be proud of from 2025, including significant capital investments, continued progress on our long-range Water 2100 planning effort, and meaningful conservation achievements by our customers, all while navigating hydrological challenges. We remain committed to delivering safe, reliable, and resilient water now and for generations to come.

This report highlights where we've been, what we've built, and where we're headed. Thank you for your continued trust in City of Santa Fe Water.

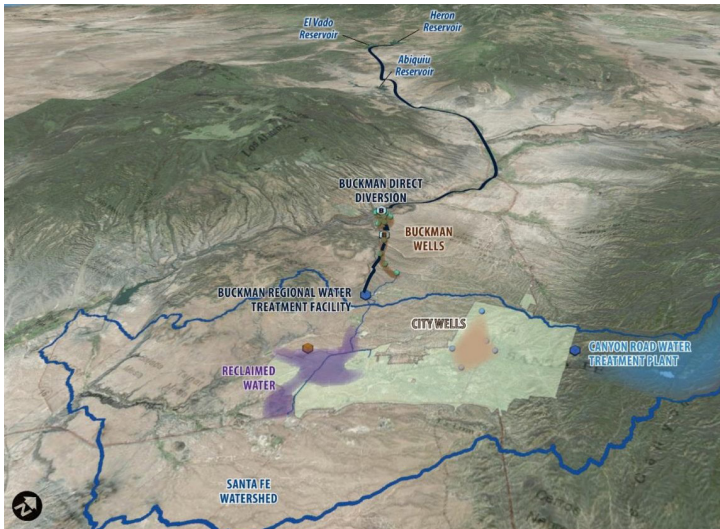
— **JESSE ROACH**, Interim City of Santa Fe Public Utilities Department Director

System at a Glance

Who we are and what we operate

Our Service Area

City of Santa Fe Water (CoSFW) serves more than 90,000 customers through over 38,000 connections. Our customer base includes residential, commercial, and institutional accounts, all of whom rely on the system for safe, reliable, and resilient water service.



» Infrastructure Overview

- ✓ **615** miles of distribution pipeline
- ✓ **2** water treatment plants with **27** million gallons per day (MGD) combined capacity
- ✓ **2** reservoirs with **1.28** billion gallons of capacity
- ✓ **2** wellfields, comprised of **20** water supply wells
- ✓ Over **38,000** water meters

90,000+

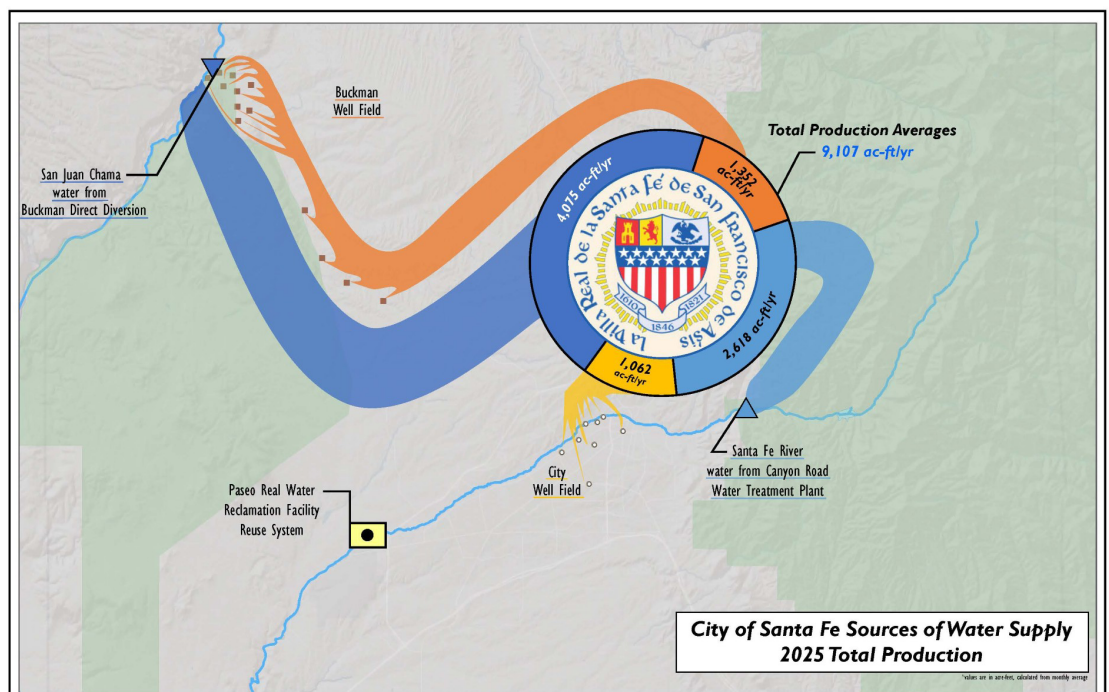
Customers Served
Residential & Commercial

9,107

Acre-Feet of Water Produced From our Four Sources

615 mi

Pipeline Network Distribution System



2025 Highlights

Key accomplishments this year

\$15M

Capital Invested
Infrastructure Projects FY25

6

Main Breaks per 100 miles of pipe
Below national annual average of 11

8.1

Average Daily Demand, in Million Gallons
in 2025

Flexible Operations

CoSFW maintained a high-quality water system amid hydrological challenges in 2025. During historically low flows on the Rio Grande, CoSFW strategically managed its use of San Juan Chama Project water at the Buckman Direct Diversion (BDD) to ensure continued supply. Santa Fe River reservoir operations were also successfully managed through active construction at Nichols and an above-average monsoon season and record flows on the Santa Fe River.

Water Quality

In 2025, CoSFW conducted extensive drinking water quality testing, surpassing all state and federal regulatory requirements set by the Safe Drinking Water Act. Full details of these tests are available in the annual Water Quality Report at <https://santafenm.gov/public-utilities/water/water-resources-1/water-quality-keeping-our-water-safe>



> Santa Fe River flows over flume above McClure during record high flows in September.



Transmission and Distribution

The Transmission and Distribution (T&D) team continues to ensure reliable water delivery throughout the system. In 2025, the team responded to 34 main breaks, all of which were repaired successfully with limited water loss. CoSFW also allocates \$1.6 million annually to the Priority Line Replacement Program, which proactively replaces water lines at the highest risk of failure with the goal of reducing main breaks in the future.

> Contractor replacing pipe on Garcia Street as part of the priority line replacement project.

Capital Improvement Projects

Investing in infrastructure for today and tomorrow

In FY2025, CoSFW invested \$15 million in capital infrastructure across multiple projects, ensuring the long-term safety, reliability, and resilience of the City’s water system. In support of these investments, the first rate increase since 2009 took effect in 2026, providing CoSFW with the funding needed to construct the following major projects.

Projects	Status	Total Budget	Description
Nichols Dam Outlet Works Rehabilitation	Complete	\$19M	Updated outlet conduit which will allow for hydropower generation at Canyon Road Water Treatment Plant. Sand filter to control reservoir seepage. Modified existing intake structure to improve capacity and durability. New discharge vault to allow for more accurate metering and flow control for each downstream use. Aeration system in the reservoir to improve water quality.
CRWTP Flocculation and Sedimentation Rehabilitation	In Construction	\$20M	Repair of aging flocculation and sedimentation basins which will increase plant capacity and efficiency. Project will increase the capacity of the plant from 8 to 12 MGD and reduce seasonal water treatment challenges.
CRWTP Chemical Feed Improvements	In Design	\$9M	Improvements to the filter process. Will include a new building to store chemicals, various filter automation upgrades, a new backwash supply pump and pipeline, and a new laboratory.
McClure Outlet Conduit Rehabilitation	In Design	\$19M	Improve dam safety and operational capabilities. Work will include spillway modifications, dam embankment, and outlet works.
San Juan Chama Return Flow Project	In Design	\$40-60M	Pumps and pipe sufficient to return reclaimed San Juan Chama water to the Rio Grande for a return flow credit allowing a like amount of additional diversion at BDD.
BDD Diversion Upgrades	In Alternatives Evaluation Phase	\$50-70M	Redesign and construct diversion and initial sediment removal facilities at Buckman Direct Diversion (BDD) to reduce the amount of sediment that is pumped through miles of pipe and almost one thousand feet up to the BDD Water Treatment Plant. Project managed by BDD and the BDD Board which is jointly owned with Santa Fe County and two Las Campanas entities.



› Nichols Dam
Rehabilitation work.



› CRWTP flocculation and
sedimentation basin upgrades.

Water 2100 Update

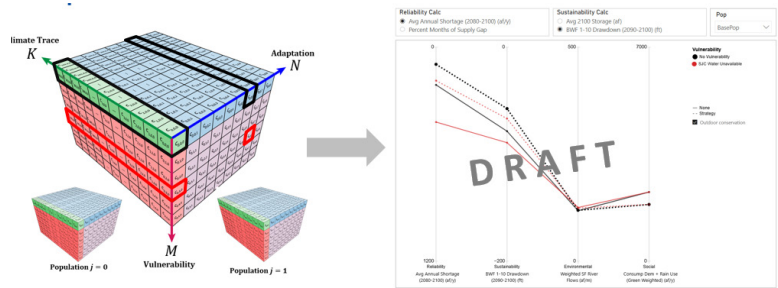
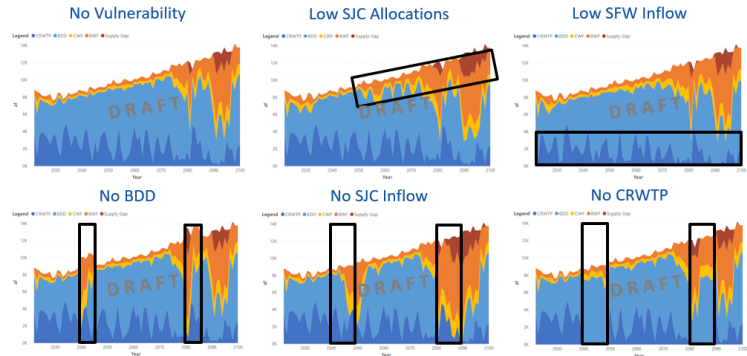
Long-range planning for a sustainable water future

About Water 2100

Water 2100 is CoSFW’s long-range integrated water resources plan, being developed to ensure a reliable, sustainable water supply through the end of the century. The plan will consider projected population growth, supply variability under climate change scenarios, and adaptation strategies to meet future demand, with public feedback throughout the process.

Where We Are

CoSFW has completed water demand projections and has developed a model called “STEWARDS” (Systems Tool for Evaluating Water Resource Decisions and Strategies). STEWARDS represents our water system and simulates our water supplies under a wide range of future hydrologic conditions and allows us to evaluate the effectiveness of adaptation strategies in meeting our future demand. CoSFW is currently working with the United States Bureau of Reclamation (USBR) to acquire future hydrologic projections of river flows under climate change using the best available science.



➤ Technical tools used in the STEWARDS model to assess future scenarios.



What’s Next

Once the projected river flows are provided by USBR, CoSFW will begin public engagement on the plan. Future conditions will be presented, based on the demand and supply projections described above. Adaptation strategies will be developed and ranked according to their ability to meet four competing goals: reliability, water supply sustainability, river flows, and use of water for green space, under a wide range of future conditions.



RELIABILITY



SUSTAINABILITY



GREEN SPACE



RIVER FLOWS

Conservation Highlight

Empowering our community to use water wisely

1.6 AF

Water Saved

Through All Programs in 2025

\$25.9k

Customer Rebates Paid

Via Rebate Programs

89

Estimated Gallons Per Capita
per Day Demand

New Conservation and Sustainability Section

The City of Santa Fe has established a new Conservation and Sustainability Division within the Public Utilities Department, expanding the former Water Conservation Division to include Sustainability and Keep Santa Fe Beautiful (KSFB). Previously housed within Environmental Services, these programs are now aligned to strengthen a more integrated, citywide approach to environmental stewardship.

A key priority is building out the division's capacity through new staff positions across each program and recruitment of members for the KSFB nonprofit Board of Directors.

The Water Conservation Committee, now chaired by Councilor Bustamante, will continue to advise the City on water policy, public education, and strategies to protect Santa Fe's limited water resources. **The Sustainability section** advances energy efficiency, renewable energy, the water–energy nexus, waste reduction and nature-based solutions. KSFB will operate with a nonprofit board, mobilizing volunteers for cleanups, Adopt-a-Median, and community art. Together, these efforts enhance conservation, ecological health, equity, and quality of life for Santa Fe residents.



> Members of the new Conservation and Sustainability Division provide information to the public at a community event.

Sustainability Program Update

The Sustainability Program within the City of Santa Fe's Conservation & Sustainability Division is advancing key initiatives to reduce greenhouse gas emissions and achieve carbon neutrality by 2040. With the built environment and transportation as primary emissions sources, the program focuses on energy efficiency in buildings, renewable energy expansion, and sustainable transportation solutions.

Current efforts include the Community Energy Efficiency Development (CEED) program to improve energy performance in homes, Community Solar to expand access to renewable energy, and Fleet Electrification to transition City vehicles to zero-emission alternatives. Additional priorities include advancing the water–energy nexus, expanding waste reduction programs, and strengthening urban forestry to enhance climate resilience.

Together, these initiatives reduce emissions, improve air quality, and enhance quality of life for Santa Fe residents while positioning the City as a leader in local climate action.

Other Highlights

Additional Updates & Milestones

Grants and Awards in 2025

In 2024, CoSFW applied for a grant as part of the U.S. Bureau of Reclamation’s WaterSMART program. In early 2025, CoSFW was notified that we are awarded \$5.3 million in grant funding. This funding is tied to the San Juan Chama Return Flow Project, with this new grant the total federal funding for the project is now at 25% of total costs.

CoSFW received a grant from the New Mexico Water Trust Board in the amount of \$2.5 million. This funding is being used to fund the design phase of the McClure Dam Rehabilitation work.

In addition to these grants, Congresswoman Teresa Leger Fernández secured \$2.3 million in Community Funding as part of the federal FY2026 spending minibus. This funding will be used to fund upgrades to the Paseo Real Water Reclamation Facility.



› From left, Interim Public Utilities Department Director Jesse Roach, Wastewater Management Division Director Michael Dozier, Mayor Michael Garcia, and U.S. Rep. Teresa Leger Fernández at a news conference where Leger Fernández presented a \$2.3 million check to the city.

New Technologies

The CoSFW team has been working hard over the past year to incorporate new technologies to increase efficiency. One such project that has been completed is the BDD accounting dashboard. This dashboard tracks water usage, water rights, and permit requirements in near real time for the partners of the BDD. With its completion the time and effort required to complete state mandated reports has decreased significantly.



Thank You to Our Community

Every drop saved reflects the commitment of our customers, our partners, and our team. Conservation is not just a program — it is a value we share. Together, we are building a water-secure future for Santa Fe.

CITY OF SANTA FE WATER

santafenm.gov/public-utilities/water

505-955-4333



City of Santa Fe Water

801 W. San Mateo, Santa Fe, N.M. 87505
www.santafenm.gov/water

Jesse Roach PE PhD, Director

Bradley Prada, BDD Facility Manager
John Del Mar PE, Engineering Manager
Jonathan Montoya, Source of Supply Manager
Randy Lopez, Transmission and Distribution Manager
Bill Schneider PG, Water Resources Manager

MEMO

Date: April 13, 2026

To: Brian Moya, Interim City Manager

Public Works and Public Utilities Committee

Water Conservation Committee

Via: Jesse Roach, Interim Public Utilities Director

From: Jonathan Montoya, Interim Water Division Director

ITEM

Water Division Director 2026 annual report to the City Manager for determination of the appropriate water management plan for the year.

SUMMARY

City Ordinance 25-5.7 requires the Director of City of Santa Fe (CoSF) Water to provide to the City Manager, by April 15 of each year, an assessment of operational water system supply compared to operational water system demand. The comparison is used to determine an appropriate water management plan for the year, and specifically whether any water emergency implementation stages should be declared.

This memorandum quantifies 2026 CoSF Water system conditions based on current administrative procedures and the Santa Fe Water Resources Indicator (WRI), which has been piloted since 2022. The table below summarizes operational demand and operational supply that have been calculated based on current administrative procedures. Based on this and the WRI, CoSF Water does not recommend a water emergency declaration in 2026.



City of Santa Fe Water

Method	Operational Demand	Operational Supply	Supply as % of Demand
Administrative procedures	13,400 acre-feet	17,225 acre-feet	147%

BACKGROUND

Operational supply and demand are currently calculated following the 2006 administrative procedures adopted by Governing Body Resolution No. 2006-106. Due to changes in policy and improved system understanding, the 2006 administrative procedures are due for an update. In response to this need for an update and desire from the CoSF Water’s Water Conservation Office, City’s Water Conservation Committee (WCC), and conservation-minded community members who would like to see water management policy incorporate regional drought conditions, staff developed the data-driven WRI (described in more detail below). The WRI was developed to serve as the foundation for a new methodology to guide seasonal drought management policy. Staff recommend that the WRI and associated policy responses to water availability and drought conditions which are under development by the WCC become the basis for an update to section 25-5.7 of City Code.

OPERATIONAL SUPPLY

The total 2026 operational supply was estimated to be 17,225 acre-feet (AF) based on the 2006 administrative procedures. This volume is the sum of

1. Canyon Road Water Treatment Plant: 2,086 AF volume, defined as the lesser of
 - a. 5,040 AF of water rights on the Santa Fe River
 - b. 2,086 AF, which is the sum of the estimated reservoir inflow of 310 AF for April through July and 1,197 AF of useable reservoir storage at the end of March (total storage of 1,981 AF less 784 AF (20 percent) target carryover) and a 579 AF capacity at St. Mike’s well
 - c. 5,060 AF, which is the sum of the 4,481 acre-foot per year (AFY) 2026 CRWTP plant capacity and St. Mike’s well production capacity of 579 AF
2. City wells: 3,532 AF volume, following the adopted 2006 administrative procedures, which in the absence of an adopted groundwater sustainability program is 3,507 AF for the wells in the City Wellfield, plus 25 AF from the Osage Well.



3. Buckman wells: 5,200 AF volume, following the adopted 2006 administrative procedures, this is defined as 5,200 AF in the absence of an adopted groundwater sustainability program. The volume of water pumped from the Buckman wells has exceeded this volume in 8 years.
4. Buckman Direct Diversion (BDD): 6,407 AF volume, following the adopted 2006 administrative procedures as the lesser of
 - a. 6,630 AF City diversion capacity under the current BDD environmental impact statement (EIS) annual limit of 8,730 AF, which assumes a 600 AF diversion by the Las Campanas entities in 2026 (2025 diversion was 527 AF) and 1,500 AF diversion by Santa Fe County in 2026 (2025 diversion was 1,447 AF)
 - b. 6,407 AF City permitted BDD diversion right
 - c. 12,666 AF City portion of the BDD water treatment plant capacity

OPERATIONAL DEMAND

According to the 2006 administrative procedures, operational demand is equal to the population served multiplied by 130 gallons per capita per day (GPCD). Using an estimated population served of 92,000 people for 2026, the operational demand is 13,400 AF, which is approximately 47 percent greater than the City's actual 2025 total water production volume of 9,107 AF.

WATER RESOURCES INDICATOR

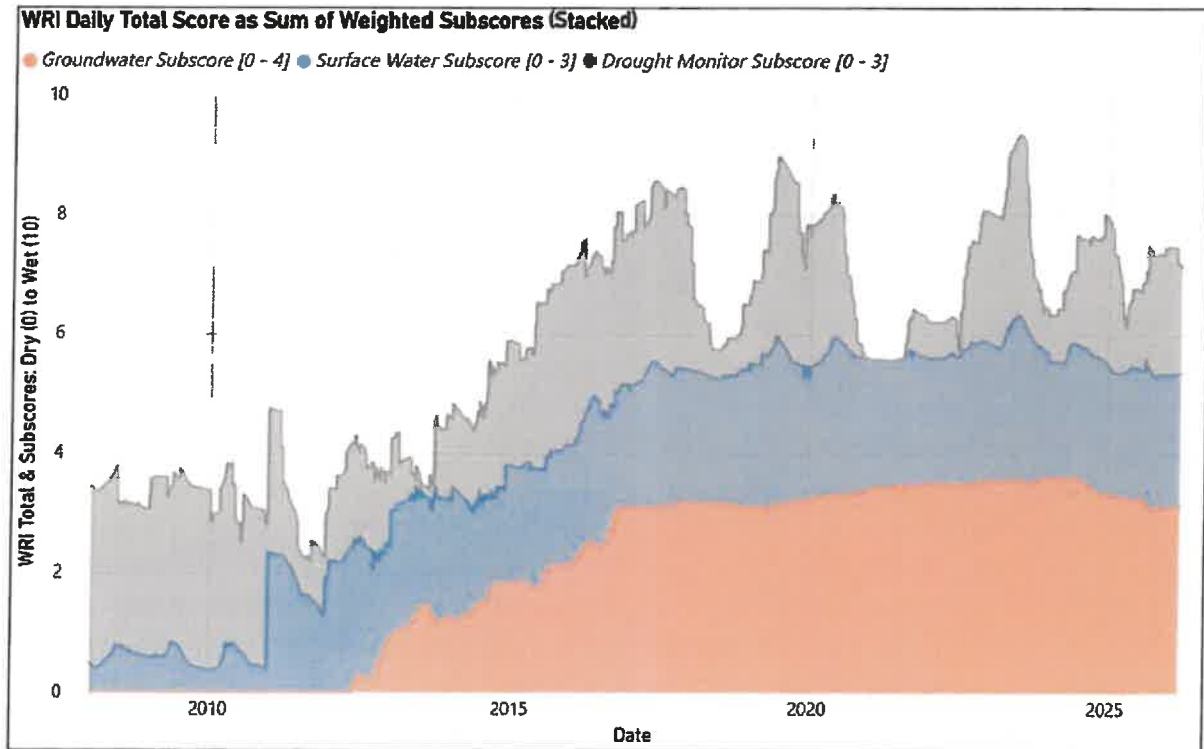
CoSF Water has developed a quantitative tool to be used to summarize water availability to the water system and inform seasonal drought management policy. The tool, known as the Santa Fe Water Resources Indicator, or WRI, was developed in 2021 and has been piloted since 2022. The WRI incorporates information on groundwater conditions, reservoir levels, and regional drought to generate a number between 0 and 10, where 0 represents an extreme water emergency and 10 represents ample supply conditions. The WRI score is recalculated each spring to define any water use restrictions customers should expect during the remainder of the year. The next step in fully utilizing this tool is the creation of drought management policy responses to different WRI values. This will be done as part of the 2026 water conservation plan update, with input being sought from the WCC and the public.

Historical WRI values are shown in the figure below and indicate that CoSF Water was in a precarious water situation at the start of the century, but that conditions have improved. This is due to the success of CoSF's water conservation programs and the addition of the BDD as a source of water supply. The April 1, 2026 WRI score was 7.1, indicating a continued ability for CoSF Water to sustainably meet water demand in 2026. Looking ahead to 2027, the WRI is expected to



City of Santa Fe Water

decrease, potentially into a lower tier of the WRI (4-6 points), which may trigger more advanced water use restrictions in 2027.



ACTION

CoSF Water has a projected operational supply that is approximately 48 percent higher than the projected operational demand in 2026, according to the adopted administrative procedures. In addition, the April 1, 2026 WRI value of 7.1 out of 10 suggests that current conditions do not reflect a water emergency. As a result, CoSF Water does not recommend a water emergency plan be issued for 2026.



Complete Streets Road Rehabilitation Program

How We Prioritize Improvements
Based on Road Condition &
Funding

Prepared by: Marcos Esquibel, Interim
Complete Streets Division Director



Overview of the Road Rehabilitation Program

Maintain a safe and reliable multi-modal roadway network

Resource-driven evaluation of pavement conditions

Prioritization based on safety, traffic, and cost-effectiveness

Funding determines scope and annual lane-miles improved

Focus on long-term sustainability and public benefit

Build the foundation for a future data-driven pavement management system

PROWAG- Compliant Pedestrian & Bicycle Improvements

Our Road Rehab program incorporates improvements consistent with the Public Rights-of-Way Accessibility Guidelines (PROWAG) to enhance safety, mobility, and accessibility for all users.

Special attention is given to Complete Streets considerations and recommendations focused on the vulnerable users of the roadway.

Key upgrades include:

Accessible pedestrian routes meeting PROWAG standards for cross-slopes, running slopes, and continuous pathways.

Reconstructed curb ramps with compliant slopes, detectable warnings, and landing areas.

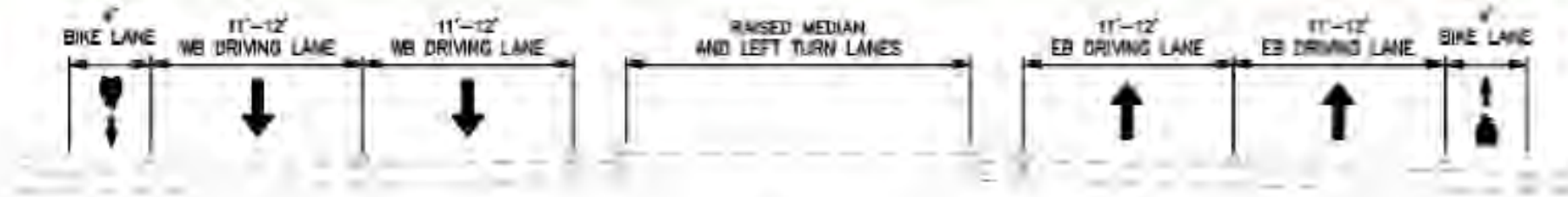
Improved crosswalk visibility and alignment with accessible connections.

Bicycle-friendly corridor features such as pavement improvements, multimodal intersection treatments, traffic calming, and striping.

ADA-compliant signal upgrades, including pedestrian pushbutton placement.

Sidewalk rehabilitation to eliminate hazards and ensure accessible widths.

Airport Rd. Example Typical Section



AIRPORT ROAD
EXISTING TYPICAL SECTION
AMAZON DRIVE TO CERRILLOS ROAD
N.T.S.



AIRPORT ROAD
PROPOSED TYPICAL SECTION
AMAZON DRIVE TO CERRILLOS ROAD
N.T.S.

Road Condition Assessment Process

Regular field inspections

Evaluation criteria:

- Surface distress, cracks, rutting, potholes
- Ride quality and drainage performance
- Structural base issues
- Traffic volume and roadway classification
- Public feedback/input
 - Work orders
 - Resident complaints

GIS mapping :

- New process (open gov. asset management)

Future Goal:

- Standardized rating system (e.g., PCI – Pavement Condition Index)

Prioritization Methodology

Safety+ traffic volume + cost efficiency

Field verification of candidate project list

Integration into multi-year capital planning

Annual review and adjustments

Condition Categories & Treatment Types

Good Condition

- Preventive Maintenance
 - Crack seal, slurry seal, chip seal

Fair Condition

- Intermediate Treatments
 - Thin overlays, mill-and-fill, micro-surfacing

Poor Condition

- Structural Repair
 - Full-depth reclamation, reconstruction

Goal: Apply the right treatment at the right time

Prioritization Criteria

Pavement
Condition Index
(PCI) score

Safety
considerations

Traffic volume
and roadway
classification

Equity and
geographic
distribution

Coordination
with utilities and
future projects

Public input and
Council district
requests

Funding Sources

General Fund

Capital Improvement Program (CIP)

GO Bonds

State and Federal Grants

Gas Tax / Local Road Funds

Cost-sharing with utilities and partner agencies

2025 \$25M Road Improvements Go Bond

Planned Annual Expenditures:

FY26 \$9,000,000

FY27 \$8,000,000

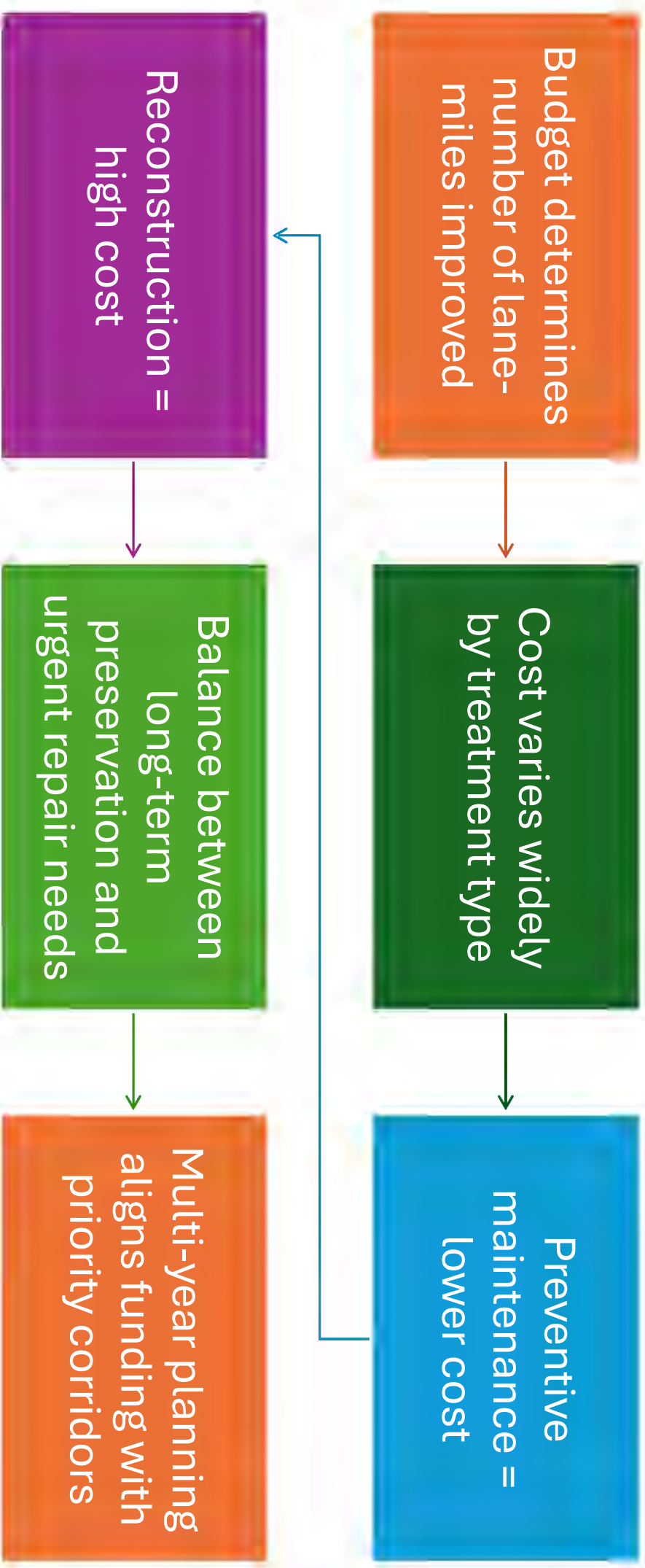
FY28 \$8,000,000

YTD Expenditures:

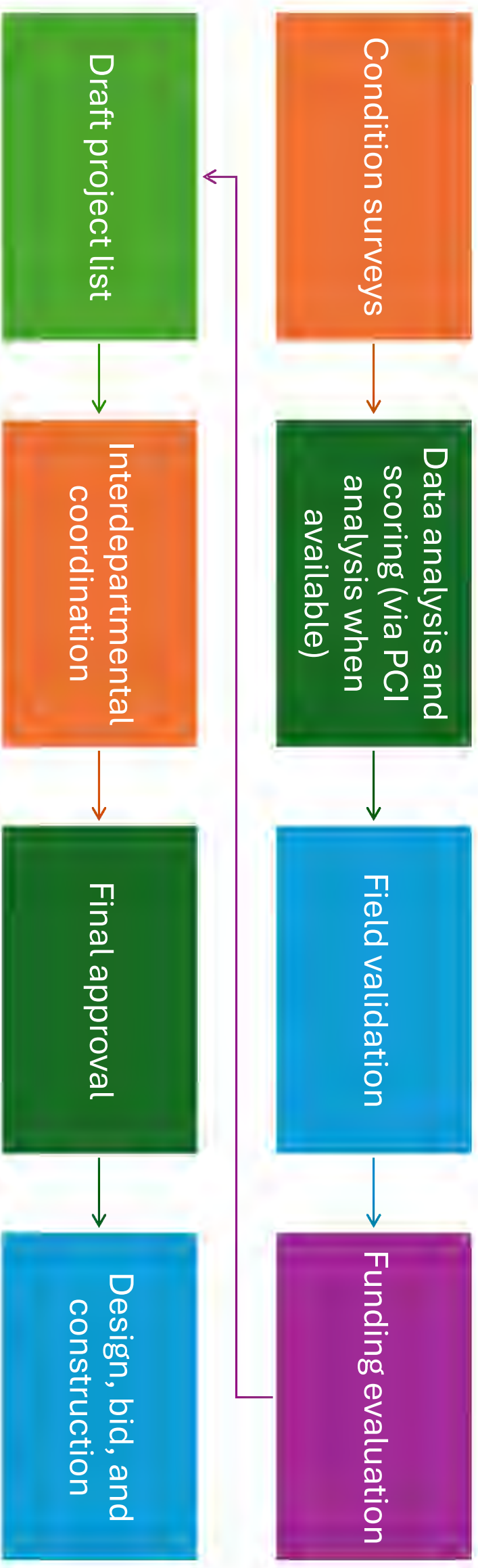
Airport Rd. (end to end) Approx. \$5.5M

Jaguar Dr. (Avenida el Nido to Paseo del Sol West) Approx. \$1.5M

How Funding Shapes Project Selection



Rehabilitation Program Workflow



Program Benefits



TRANSPARENT AND
OBJECTIVE DECISION-
MAKING



EXTENDS PAVEMENT
LIFESPAN



MAXIMIZES RETURN ON
INVESTMENT



ENHANCES SAFETY
AND MOBILITY



ENSURES EQUITABLE
DISTRIBUTION OF
IMPROVEMENTS



SUPPORTS LONG-TERM
ASSET MANAGEMENT
GOALS

Next Steps

1

Update condition ratings regularly (including costs)

2

Explore advanced pavement assessment technologies (PCI)

3

Pursue additional grant funding

4

Continue strengthening multi-year planning

5

Improve public communication tools

Go Bond Planned Timeline FY 26

District	Road Name	Segment Description	PO Issuance
D4	Cerrillos Rd.	From Cielo Ct. to Airport Rd.	FY26
D3	Airport Rd	From Cerrillos to 599	FY26
D3	Country Club	From Airport to Jaguar	FY26
D3	South Meadows	From Airport to Agua Fria	FY26
D3	Jaguar	From Paseo Del Sol to Ave. El Nido	FY26
D2	Siringo	From St. Francis to Botulph	FY26 *
D3	Vuelta Dorado	End to End	FY26
D4	Pueblo Tsankawi	From End to End	FY26
D1	Sabino	From Guadalupe to End	FY26
D2	10% for Residential		FY26

Go Bond Planned Timeline FY 27

D2	Rodeo Road	From Yucca to Sawmill	FY27
D4	Paseo De Los Pueblos	From End to End	FY27
D1	Avenida Primera	End to End	FY27
D1	Cerros Colorados	From End to End	FY27
D1	Alameda	From St. Francis to Guadalupe	FY27
D1	Alameda	From Guadalupe to Paseo De Peralta	FY27
D2	E. Buena Vista	From Don Gasper to Old Santa Fe Trail	FY27
D4	Rufina	Zafarano to Atajo	FY27
D2	Fort Union	End to End	FY27
D1	Alameda	From Paseo De Peralta to Palace	FY27
D1	Paseo De Las Vistas	From Transfer Station to Calle Nopal	FY27
D2	Cordova	From Cerrillos to St. Francis	FY27
D2	Cordova	From Don Gasper to Old Pecos Trail	FY27
D1	W. Manhattan	From St. Francis to End	FY27
D1	Greg	End to End	FY27
D1	Camino Carlos Rey	From La Cieneguita to Cerrillos	FY27
D1	Otowi	From Lujan to Osage	FY27
D1	Los Lovatos	From Old Taos to end of pavement	FY27
D1	Indian Rock Lane	End to End	FY27
D1	Senda De Eleuterio	End to End	FY27
D1	10% for Residential		FY27

Go Bond Planned Timeline FY 28

D2	Old Santa Fe Trail	From Corrales to E. Zia	FY28
D1	Paseo Del Sur	From Vallecita to Indian Rock	FY28
D2	Pacheco	From St. Michaels to Alta Vista	FY28
D1	Hickox	From Agua Fria to St. Francis	FY28
D4	Calle Atajo	From Rufina to End	FY28
D2	5 th Street	From St. Michaels to Siringo	FY28
D2	Sawmill Road	From St. Francis to Rodeo Rd.	FY28
D2	Second St	From Cerrillos to Calle Lorca	FY28
D3	Jemez	From Airport to Agua Fria	FY28
D4	Camino Consuelo	From Cerrillos to Calle Princisa Juana	FY28
D2	E. Barcelona	From Don Gasper to Old Pecos Trail	FY28
D3	Blue Juniper Loop	End to End	FY28
D3	Winding Ridge Loop	End to End	FY28
D4	Center Dr.	From End to End	FY28
D3	Agua Fria	From Airport to Camino Juliana	FY28
D4	Calle Caballero	From End to End	FY28
D3	Camino Rojo	Country Club to End	FY28
D4	Calle La Rosalana	From Cerrillos to Siringo	FY28
D4	Center Pl.	From End to End	FY28
D3	10% for Residential		FY28
D4	10% for Residential		FY28
D3	Calle Verde	End to End	FY28

**Regular Meeting of the Public Works and Utilities Committee
March 30, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES**

1. Call to Order

The Regular Meeting of the Public Works & Utilities Committee was called to order by Councilor Amanda Chavez at 5:00 PM, on Monday, March 30, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT

City Councilor, District 4 Amanda Chavez
City Councilor, District 1 Patricia Feghali
City Councilor, District 2 Elizabeth Barrett
City Councilor, District 3 Pilar Faulkner
City Councilor, District 2 Paul Bustamante

OTHER PARTICIPANTS ATTENDING

Sam Burnett, Interim Public Works Department Director

3. Approval of Agenda

MOTION A motion was made by Councilor Barrett, seconded by Councilor Bustamante, to Approve.

VOTE The motion Passed on a voice vote.

4. Approval of Consent Agenda

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

VOTE The motion Passed on a voice vote.

5. Public Comment

6. Presentations

7. Action Items: Consent Agenda

- a. Request for Approval of the March 16, 2026, Public Works and Utilities Committee Minutes. (Elsa Ornelas-Segura, Administrative Manager; egornelassegura@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/30/2026

Approved on Consent

- b. 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

Approved on Consent

- c. 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

Approved on Consent

- d. 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

Approved on Consent

- e. 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

Approved on Consent

- 8. Action Items: Discussion Agenda
- 9. Executive Session
- 10. Matters from Staff
- 11. Matters from the Committee

Councilor Chavez requested an update on roads and bike lanes. Presentation to be uploaded by Friday before the next meeting.

- 12. Matters from the Chair
- 13. Next Meeting: Monday, April 20, 2026
- 14. Adjourn

Meeting Adjourned at 5:03 PM

Liaison

Chair



Michael J. Garcia, Mayor

Date: March 30, 2026

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

From: Kelly Bynon, Administrative Manager; *Kelly Bynon*
Jimmy Gunn, Interim Airport Director *Jimmy Gunn*

VIA: Brian Moya, Interim City Manager

ITEM AND ISSUE:

Request for Approval to Exercise Renewal Option on Item Number 23-0689 between Vector Airport Systems LLC, and the City of Santa Fe for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport.

BACKGROUND AND SUMMARY:

A contract between Vector Airport Systems LLC, and the City of Santa Fe was approved by Governing body on November 8, 2023. The first renewal was exercised and approved by Governing Body on June 11, 2025. Vector's PLANEPASS Billing and Collections service has been automatically tracking aircraft landing and parking, billing for the fees set by the City under SFCC 1978, Section 3-5, and collecting payments on behalf of the Airport.

The Santa Fe Regional Airport is requesting approval to exercise the annual renewal option for a second time as outlined in section five of the original contract with Vector Airport Systems LLC. This renewal option allows the City to renew the contract on an annual basis by mutual agreement. The current term ends on June 30, 2026.

Vector has been a great asset to the collection of revenues at the airport. The data we have for the current Fiscal year (July 1, 2025 – February 28, 2026) shows that Vector has collected and distributed \$288,641 to the Santa Fe Regional Airport.

ACTION:

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1

Elizabeth "Liz" Barrett, District 2
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4
Amanda Chavez, District 4

Approval to Exercise Renewal Option on Item Number 23-0689 between Vector Airport Systems LLC, and the City of Santa Fe for the Collection of Aircraft Landing and Parking Fees at the Santa Fe Regional Airport.

COMMITTEE REVIEW:

Public Works & Utilities: 04/20/2026

Finance Committee: 04/27/2026

Governing Body: 04/29/2026



City of Santa Fe, New Mexico

Memorandum



DATE: October 20th, 2023

TO: Public Works & Utilities Committee, Finance Committee, Governing Body

FROM: James Harris, Airport Manager; Kelly Bynon, Administrative Manager *JCH*

ITEM AND ISSUE:

Request for Approval of General Services Contract between Vector Airport Systems LLC, and the City of Santa Fe for collection of aircraft landing and parking fees at the Santa Fe Regional Airport.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$1,320,540 to Increase Landing Fees, Parking Fees, and Service Contracts.

BACKGROUND AND SUMMARY:

The Santa Fe Regional Airport is currently unable to collect an unknown but significant amount of aircraft landing and parking fees due to a lack of a system for tracking aircraft landing and parking. Vector Airport Systems is the only company that currently collects landing fees and parking fees for airports automatically. Under the terms of the proposed contract, Vector’s PLANEPASS Billing and Collection Services will automatically track aircraft landing and parking, bill for the fees set by the City under SFCC 1987, Section 3-5, and collect payments for the City.

The Santa Fe Regional Airport and Vector Airport Systems estimate that aircraft landing fees at current levels of traffic will generate approximately \$1,090,000 per year and that parking fees will generate a further \$603,000 annually, for a estimated total of approximately of \$5,079,000.00 over three (3) years at current levels of traffic. The contract provides that the City will pay Vector 22% of aircraft landing and parking fees that Vector collected on the City’s behalf.

This vendor is currently posted as a Sole Source Solicitation on the City of Santa Fe Website and closes on 12/03/2023.

ACTION:

Approve contract between the City of Santa Fe and Vector Airport Systems LLC and Approval of a BAR in the Amount of \$1,320,540.

COMMITTEE REVIEW:

Public Works and Utilities: 11/27/2023
 Finance Committee: 12/04/2023
 Governing Body: 11/08/2023



City of Santa Fe, New Mexico

V2.2023



SOLE SOURCE REQUEST AND DETERMINATION FORM

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

Please ensure to complete this form in its entirety.

Date: 10/24/2023

Prepared By: Kelly Bynon

Title: Administrative Manager

Vendor Name: Vector Airport Systems LLC

Address: 280 Sunset Park Drive

City: Herndon

State: VA

Zip Code: 20170

Short Description of Goods/Services to be procured:

Automatically collect landing and parking fees for aircraft at SAF.

Estimated Extended Cost: Approxiamtely \$1,117,380

Term of Contract: Three years from award date

Tax is subject to change.

One (1) to Four (4) years from date of award

Sole Source Request Justification Questions 1-3:

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services (the SOW cannot differ on the resultant contract/purchase documents), construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

The contractor shall perform billing and collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

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

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

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

Vector’s PlanePass is the only software capable of providing real-time automatic flight tracking and landing and parking fee billing for aircraft. The software uses ADS-B data to track incoming aircraft, bill them for each landing and takeoff, and track how long the aircraft was parked at the airport. Once a bill has been established, Vector sends a bill to the aircraft owner/operator, collects the fees, and pass the fees to the City.

Approvals:

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



Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Nov 1, 2023

Department Approval by:

Layla Archuletta-Maestas
Layla Archuletta-Maestas (Nov 7, 2023 09:15 MDT)

Layla Archuletta-Maestas for Department Director

Date: Nov 2, 2023

James Harris

James Harris Airport Director

Date: Nov 1, 2023

Pursuant to NMSA 1978, § 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. *This Sole Source determination will be valid for the term stated on the first page of this document.*

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: _____

Required Attachments:

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



City of Santa Fe, NM

October 24, 2023

RE: Sole Source for the PLANEPASS® service from Vector Airport Systems

To Whom It May Concern:

This letter serves to notify you that Vector, LLC is the sole source provider of the PLANEPASS service.

This is to certify that the PLANEPASS Service Platform is the proprietary property of Vector, LLC. Vector is the owner, developer, and manufacturer of the source code to the Service/Software and has exclusive rights to distribute the software. No other vendor has end user distribution rights to the source code.

Vector, LLC is the only vendor that has the ability and expertise to support the Service/Software for the purposes of maintenance services, including Software updates, enhancements, bug fixes, and standard technical support issues.

Sincerely,

A handwritten signature in black ink that reads 'William Repole'.

William Repole

Chief Operating Officer, Vector, LLC

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

General Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Vector Airport Systems LLC**, herein after referred to as the "Contractor", each a "Party" and collectively, the "Parties".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to Vector Airport Systems LLC. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform billing & collection service to manage the fees designated by the city. See attached proposal from Vector Airport Systems LLC marked Exhibits "A, B and C", hereto and made a part thereof.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>
01. PLANEPASS® Billing & Collection Service	22% of collected aircraft landing and parking fees as established pursuant to SFCC 1987 § 3-5.

The Parties estimate that aircraft landing fees at current levels of traffic on an amended fee schedule will generate approximately \$1,090,000.00 per year, and parking fees will generate a further \$603,000. The total compensation under this Agreement shall not exceed \$1,341,000.00

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Contractor's fee is paid out of gross collections on behalf of City at the time of transfer of the "balance of collections" to City. "Gross collections" is defined as the net of the amount actually collected with standard accounting corrections. The "balance of collections" is defined as total net collections on behalf of City in a monthly collection cycle less the *PLANEPASS*® service fee, stated above in Paragraph 3. Per Exhibit A, the transfer of the balance of collections and Contractor's service fee will occur monthly by the 10th business day.
- B. With the monthly transfer of each balance of collections, Contractor will provide an accounting statement sufficient to allow the City to verify gross collections and the *PLANEPASS*® service fees collected for that month. The City will have fifteen (15) days after receipt of each statement to approve the amount of the service fee. After fifteen (15) days, the statement is deemed approved. Subject to the provisions of Paragraph 17, the service fees collected become property of Contractor upon approval. If the City disputes the amount of the service fees, Contractor will make detailed records available to the City for inspection to determine the accuracy of the service fees, which the City shall determine to a reasonable degree of certainty according to the standards and practices of the accounting profession.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30, 2025**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **City Obligations**

6.1. City Obligations - General: City shall be obligated to use its best efforts to perform or provide the following:

- 6.1.1. Provide Information:** City shall make available to Contractor any documents, data, or information necessary for Contractor to plan and provide the services described in this Agreement, and that are within City's possession or control and are not privileged or subject to privacy protections. Examples of this data might be aircraft fee rates, collections records, based aircraft lists, etc.
- 6.1.2. Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this Agreement.
- 6.1.3. Timely Response:** City shall, within a reasonable time, examine documentation, correspondence, invoices, and statements submitted to City for review by

Contractor and respond as necessary within a reasonable time.

6.2. City Obligations - *PLANEPASS*®

- 6.2.1. **Financial Point of Contact:** City shall designate a representative authorized to act on behalf of City for the duration of this AGREEMENT in the capacity of reviewing *PLANEPASS*® financial reports and interfacing with Contractor's *PLANEPASS*® team from time to time on issues such as based aircraft lists, fee rate updates, airport fee policies, and exemption requests.
- 6.2.2. **Exemption List:** City will provide Contractor with a list of aircraft designated as exempt (the "exemption list") from the fee types managed by Contractor. City will provide updates to the exemption list on a monthly basis via email to datainput@vector-us.com City shall not bill "exempt" aircraft included on the exemption list for fee types managed by Contractor. "Exempt" is understood to mean not billed by any party.
- 6.2.3. **Parking Data Input:** City will provide aircraft parking data in a spreadsheet format defined by and acceptable to Contractor. Upon Agreement execution, the required spreadsheet fields are aircraft registration number, parking start date, parking end date, and airport; however, the required fields may change at a later date at Contractor's discretion. The data shall be provided monthly via email to datainput@vector-us.com.
- 6.2.4. **Payments Received by City:** City shall not accept payments for fees invoiced by Contractor. To ensure proper accounting, if City receives a payment on-site or electronically for an invoice generated by Contractor, City will either refund payments directly to payors or remit the funds to Contractor.
- 6.2.5. **Fee Types Managed by Contractor:** The specific aircraft operating fee types placed under Contractor's management via this AGREEMENT served as an inducement for Contractor to enter into this AGREEMENT and were integral in determining Contractor's fee for professional services. If during the Term or any Option Year City wishes to remove a fee type from Contractor's management, City shall request Contractor provide an opinion as to whether the removal materially alters the Scope of Work of this AGREEMENT. If in the judgement of Contractor, the requested change does constitute a material alteration in Scope, the parties shall engage in good-faith negotiations regarding an amendment to Contractor's service fee. If the parties are unable to produce a mutually acceptable amendment, Contractor reserves the right to terminate this AGREEMENT for convenience by providing 90 days' notice.
- 6.2.6. **Airport Policy:** City shall be responsible for setting City policy as it pertains to aircraft fee billing, including but not limited to fee structures, types of aircraft activities deemed billable, and other matters that may involve Contractor Work in the performance of this AGREEMENT. Contractor accepts no responsibility and expresses no opinion as to the legality of aircraft fee billing policies instituted by the City. The City is responsible for communicating these policies to the

appropriate City stakeholders including the flying community.

6.2.6.1. **Fee Changes:** All fee changes, including but not limited to rates and billing rules, must be communicated in writing via email to datainput@vector-us.com at least sixty (60) calendar days prior to implementation.

6.2.7. **Authority to Bill & Authorization to Collect Documentation:** City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an “Authorization to Bill” letter with materially similar form and content to the example provided in EXHIBIT B. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

City shall provide to Contractor within thirty (30) calendar days of AGREEMENT execution an “Authorization to Collect” letter with materially similar form and content to the example provided in EXHIBIT C. The letter must be provided on the official letterhead of the City and signed by an authorized representative of the City.

6.2.7.1. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide the “Authority to Bill & Collect” letter on the webpage where fee information is displayed for public view. City may either provide a link to the letter in PDF form or post the content of the Letter itself on the fee page.

6.2.7.2. No later than thirty (30) days following the COMMENCEMENT DATE, City will provide a link to Contractor’s secure payment portal on the webpage where fee information is displayed for public view. The link shall include the following information in materially similar form and content:

Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>. The portal* allows aircraft operators to:

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

7. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, except as stated in Paragraph 6.2.4, if the Contractor fails to

meet the provisions of this contract 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

8. Termination

A. Termination for Convenience. Neither party may terminate this Agreement for convenience for the first two (2) years following the Agreement execution date. After two (2) years have elapsed, either Party may terminate this Agreement for convenience with ninety (90) days notice.

B. Termination for Cause; Notice; Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7 and 17, a Party seeking to terminate this Agreement for cause (the "terminating Party") shall give the Party in breach (the "breaching Party") written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the breaching Party's material breaches of this Agreement upon which the termination is based and (ii) state what the breaching Party must do to cure such material breaches. The terminating Party's notice of termination shall only be effective (i) if the breaching Party 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 breaching Party 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.

2) 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 reasonably 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 17, "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. *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.*

D. Service Continuation and Wind Down. Upon and following the effective date of termination of this Agreement for any reason, Contractor shall:

1) Remit to the City all aircraft operating fees collected up to the point of effective date of termination, less Contractor's service specified in Paragraph 3.

2) Produce aircraft operating invoices for any as-yet not invoiced period. The final invoice period will be the last regular period of aircraft operating fee invoices. No further regular cycle invoices will be produced. Out of Cycle invoices for this or prior periods may still be produced as necessary to correct any billing errors discovered through the customer service process.

3) Continue customer service, payment processing, active collections, reporting, and remittance for four full-month periods after the Agreement termination effective date, making best efforts to maximize collections for previously invoiced periods. Contractor's ongoing service fee for stated in Paragraph 3 will apply to amounts collected during the four-month period after termination date.

4) After the four-month period stated in the above Paragraph 8(D)(3) has elapsed, discontinue all customer service and collection efforts and will refer all customer service calls to the City. As some aircraft operators may not comply with Contractor's instructions to pay City directly after continuation period has ended, Contractor will continue to passively allow payments to be made to its lockbox collections account and will continue to report and remit these payments to the City.

9. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

10. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

11. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

12. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

13. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

15. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

17. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option

to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

19. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

20. **Confidentiality**

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

21. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

22. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. **Scope of Agreement; Merger**

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

24. **Notice**

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

25. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

28. **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, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

34. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be 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 their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

37. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

- 2) replace or modify the product or service so that it becomes non-infringing;

or,

- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as

requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
James Garduno, Project Administrator
City of Santa Fe
121 Aviation Drive, Santa Fe, NM 87507
505-670-3232
jdgarduno@santafenm.gov

To the Contractor:
Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive Herndon, VA 20170
patrick.hanney@vector-us.com

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:
Peter Coleton, President
Vector Airport Systems
280 Sunset Park Drive Herndon, VA 20170
patrick.hanney@vector-us.com

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR: Vector Airport Systems



ALAN WEBBER, MAYOR



PETER COLETON, PRESIDENT

DATE: Dec 20, 2023

DATE: _____

CRS# _____

Registration # _____

ATTEST:



Geralyn Cardenas (Dec 21, 2023 11:52 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/23 XIV

CITY ATTORNEY'S OFFICE:



Kevin L. Nault (Oct 13, 2023 16:53 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Dec 20, 2023 15:26 MST)

EMILY OSTER, FINANCE DIRECTOR

5450407.430500

5450407.430550 *AH*
AH

Org./Object

EXHIBIT A - Scope of Work (“WORK”)

Contractor shall:

Provide the *PLANEPASS*® billing & collection service to manage the fees designated by the City:

- Landing fees adopted pursuant to SFCC 1987, § 3-5
- Parking fees adopted pursuant to SFCC 1987, § 3-5
- Other fees implemented by City, as requested in writing to Contractor by an authorized representative of the City
 - Contractor must agree in writing that other fees implemented do not materially change the Scope of Work required to provide *PLANEPASS*® service.
 - Other fees that require material changes to Scope of Work may require renegotiation and an amendment Contractor’s fee stated in this AGREEMENT.

Provide overall project management for each of the components listed, from procurement through, and including, training.

1. **PLANEPASS® Billing & Collection Service:** Utilize *PLANEPASS*® service to provide billing services once an aircraft is identified.
 - 1.1. Provide exemptions for City-designated aircraft via batch upload from Excel spreadsheet(s). During the billing process, aircraft listed as exempt, and those under a specified weight, will be removed automatically from the billable activities to be invoiced.
 - 1.2. Coordinate with City staff to ensure that invoices generated on behalf of the City are consistent with the City’s existing billing rate and policies. Provide electronic access to Contractor’s Customer Portal in order to allow City customers to receive electronic invoices. All other invoices will be printed, sorted and mailed to customers by Contractor.
 - 1.3. Provide customer service center access (live via phone and email) to all aircraft operator accounts to address and resolve questions regarding fees, invoices, payments and other customer service items that arise from issued invoices.
 - 1.4. Provide secure payment portal where aircraft operators can login to their account(s) to check billing status, print and review bills, and submit payment online.
 - 1.5. Maintain *PLANEPASS*® automated billing services including: billing, customer support, collection of fees, and reporting.
 - 1.6. Enable web-based access by City staff to collected data using Airport Portal. Data must be available to download into commercial off-the-shelf software program (Excel).
 - 1.7. Provide collection system that automatically credits accounts for payments received, calculates operator balances, and tracks accounts receivable balances.
 - 1.8. Process check payments through a secure bank lockbox service with proper and auditable cash controls. At the close of the month, provide a Collection Report for approval and electronically transfer collected funds to the City in accordance with the Contractor service fee agreement outlined in the pricing section herein, no later than the 10th business day.
 - 1.9. Provide ongoing client and user support.

EXHIBIT B – Authorization to Bill Letter

DATE

Dear AIRPORT NAME Community,

Effective DATE, Vector Airport Systems (“Vector”) assumed the billing and collection of landing fees on behalf of {AIRPORT NAME} (AIRPORTCODE). {If applicable: For all operations occurring until midnight on DATE, {AIRPORT NAME} will bill and continue to collect landing fees for commercial and/or general aviation flight activity.)

“Landing fees” is a commonly used term that refers to aircraft operating fees. Landing fees for AIRPORT CODE are currently charged using the time of departure/arrival {choose one}. Please be aware that touch-and-go operations are considered departures/arrivals and thus are billed.

Vector will assess and bill fees in accordance with the Airport’s established Landing Fee schedule located at: _____. [The Airport should insert a web hyperlink to the City/County website stating the established fee] Please note that landing fees are calculated using the aircraft’s FAA-certified MTOW/MLW {Choose one}.

Vector transmits a monthly invoice to an aircraft’s registered owner or managing entity after the conclusion of each monthly billing cycle. Vector offers a self-service web portal for convenient online payments and account management at <https://payment.planepass.com>.

- **Vector’s self-service web portal* allows aircraft operators to:**

- 1) Update contact information, including email or postal mail addresses
- 2) Process credit card payments
- 3) Enroll in electronic invoicing
- 4) View account history
- 5) Request copies of invoices via email or download Excel-formatted invoices

**The portal login is based on Vector invoice number and Vector operator ID*

For billing questions or concerns, please contact Vector’s PLANEPASS® billing service team at billing@vector-us.com or (888) 588-0028 Option 01 or x700.

- *Vector’s office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after Thanksgiving and Christmas Eve.*

The Airport’s Administration Office staff may also be reached [insert email].

Sincerely,



JOHN MARK
CEO

[insert signature - preferably a cursive version of your wet signature]

EXHIBIT C – Authorization to Collect Letter

DATE

Dear AIRPORT NAME Aircraft Operator,

Since DATE, Vector Airport Systems (“Vector”) has managed the billing and collection of landing fees on behalf of Airport Name (“CODE”). Vector is authorized to collect balances due on the Airport’s behalf.

Airport Name (“CODE”) is aware of the outstanding balance owed on your account. Please remit payment to Vector immediately. The Airport does not accept payments directly. Further action may be taken if payment is not made in the next 10 business days.

I. How To Pay: Vector offers multiple payment methods:

- For check or EFT payments, please use the following information:

Account Name:	Vector- Airport Name
Lockbox Address:	
Account Number:	
Bank Name:	
Bank ABA Routing Number:	
International Wire Number*:	
SWIFT Code	

- For credit card payments, please visit Vector’s *PLANEPASS*® Payment Portal: <https://payment.planepass.com>

II. Billing Concerns & Account Management with Activity Details:

Vector’s *PLANEPASS*® Payment Portal (<https://payment.planepass.com>)* allows aircraft operators to:

- 1) Make credit card payments
- 2) Update account information including email and postal mail addresses
- 3) View airport fee structures, Authorization to Bill letters, and W9s
- 4) Enroll in electronic invoicing
- 5) View account history
- 6) View and download invoices as .csv files for use in MS Excel

**The portal login is based on your Vector invoice number and Vector operator ID.*

You may contact Vector at billing@vector-us.com or (888) 588-0028 Option 01 or Extension 700.

- o *Vector's office hours are M-F, 9am ET – 5pm ET with most federal holidays observed as well as the Friday after US Thanksgiving and Christmas Eve.*

III. **Landing fees:** Landing fees for Airport CODE are based upon arrival/DEPARTURE and are not an arrival/DEPARTURE fee. Vector assesses and bills these fees in accordance with the established landing fee structure located at: [insert link to proper Airport webpage]

If you have questions unrelated to billing, you may contact the Airport's Administration Office at [insert email] and [phone number].

Sincerely,

[insert personalized signature – this should be your unique personalized signature like this one.]



JOHN MARK
CEO



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204406 Procurement # (RFP/ITB# If any): _____

Contractor: Vector Airport Systems LLC

Procurement Method: *Small Purchase* *RFP* *ITB* *Sole Source* *GSA* *Cooperative* *Exempt*

Description/Title: General Services Contract with Vectlopr Airport Systems LLC

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: upon execution Term End Date: Three years from execution Total Contract Amount: \$5,079,000

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: Contract

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

This contract will generate approximately \$5,079,000 over three years at current levels of traffic. The City of Santa Fe will pay Vector 22% of aircraft landing and parking fees that Vector collected on the city's behalf.

3. Procurement History: sole source SS Must be posted for 30 days before the contract is valid.

[Signature] Purchasing Officer Review: _____ Date: Nov 1, 2023

Comment & Exceptions: _____

4. Funding Source: Parking Fees and Landing Fees collection from Vector Org / Object: 5450407/430500 / 430550 (Revenue)

Andy Hopkins Budget Officer Approval: _____ Date: Nov 1, 2023
Andy Hopkins (Nov 1 2023 18:06 MDT)

Comment & Exceptions: _____

5. Grant History (if applicable): N/A

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Kelly Bynon, Administrative Manager Phone #: 505.955.2909

To be recorded by City Clerk: _____ Email: kabynon@santafenm.gov

Clerk # _____ Date of Execution: _____

[Signature] ITT Director _____ Nov 1, 2023
Signature and Title (Nov 1 2023 18:06 MDT) Title Date

ITT Representative (attesting that all information is reviewed)



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Vector Airport Systems LLC

Procurement Title: Contract

Procurement Method: State Price Agreement Cooperative Sole Source Other

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

Department Requesting Airport Staff Name Kelly Bynon

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.




REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

<u>Kelly Bynon</u>	<u>Administrative Manager</u>	<u>10/24/2023</u>
Department Rep Printed Name (attesting that all information included)	Title	Date
	CPO	Nov 1, 2023
Purchasing Officer (attesting that all information is reviewed)	Title	Date
	ITT Director	Nov 1, 2023
ITT Representative (attesting that all information is reviewed)	Title	Date

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

Date: March 25, 2026
To: Governing Body
From: Scott Overlie, Parks Division Project Manager III
Via: Sam Burnett, Interim Public Works Department Director 
Melissa McDonald, Public Works, Parks Division Director 
Carol Swenson, Public Works Business Operations Manager 
MMc (Mar 27, 2026 14:15:02 MDT)
CS

Subject: Capital Appropriation Agreement Project 25-J3158, Ragle Park

ACTION:

Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration Project 25-J3158 to Replace Natural Turf with Artificial Turf at Ragle Park in the Total Amount of \$300,000 with a Reversion Date of June 30, 2029. (Scott Overlie, Public Works, Project Manager III, saoverlie@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate \$300,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction.

BACKGROUND AND SUMMARY:

The City of Santa Fe has been awarded Capital Outlay Project 25-J3158 in the amount of \$300,000 "...to replace natural turf with artificial turf at Ragle park in Santa Fe in Santa Fe county."

The Agreement designates Mayor Michael Garcia, or their successor, as the official representative in all matters related to the Agreement and therefore requires review by Governing Body.

ATTACHMENTS:

Grant Agreement
PLID Form
BAR

ERIKA LUJAN
ERIKA LUJAN (Apr 13, 2026 09:00:29 MDT)

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Santa Fe, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 33, Paragraph 503, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of funds from this appropriation, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J3158** ("**Project**") 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 33, Paragraph 503, Three Hundred Thousand, \$300,000.00, to replace natural turf with artificial turf at Ragle park in Santa Fe in Santa Fe county;.
- B. Grantee's total reimbursements shall not exceed \$300,000.00 Three Hundred Thousand, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 , which equals \$300,000.00 Three Hundred Thousand ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After

receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early

Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

The following provisions shall apply whenever written notices, including written decisions, are to be given or received related to this Agreement.

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Michael J. Garcia
Title: Mayor
Address: PO Box 909, Santa Fe, NM 87504
Email: mayor@santafenm.gov
Telephone: 505-955-6590

- B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Santa Fe
Name: Andrea Phillips
Title: Deputy City Manager/Finance Director
Address: PO Box 909, Santa Fe, NM 87504
Email: akphillips@santafenm.gov
Telephone: 505-955-6337

- C. The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87558
Email: DanielN.Catanach@dfa.nm.gov
Telephone: 505-231-6090

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
 - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
- i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
- i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

XV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the City of Santa Fe, the City of Santa Fe may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the City of Santa Fe’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
- a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

- public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
 - iii. The SBOF may in the future impose further or different conditions upon the Project;
 - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
 - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
 - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

Signature

Date

Chief Financial Officer or Designee:

Signature

Date

Local Government Division Director or Designee:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

Date

APPROVED BY GRANTEE:

City of Santa Fe

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

Date

(Title)

ATTEST:

Signature

(Print Name)

Date

(Title)

Fiscal Officer or Chief Financial Officer:


ANDREA PHILLIPS (Apr 13, 2026 16:50:47 MDT)

Signature
Andrea Phillips

(Print Name)
04/13/2026

Date

Interim Finance Director

(Title)

As To Legal Form And Sufficiency


Kevin L. Nault (Mar 24, 2026 14:52:29 MDT)

Signature
Kevin L. Nault

(Print Name)
Mar 24, 2026

Date

Assistant City Attorney

(Title)

EXHIBIT A
Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
 B. Address: _____
(Complete Mailing, including Suite, if applicable)

City, State, Zip

 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: \$ 0.00
 C. AIPP Amount (if Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 F. Reversion Amount (if applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
 a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 c. Submission of supporting documentation as required by the Agreement.
 d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

 Grantee Fiscal Officer or Fiscal Agent (if applicable)

 Grantee Representative

 Printed Name

 Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 ASD Officer Date

 Division Grant Manager Date

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY [20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

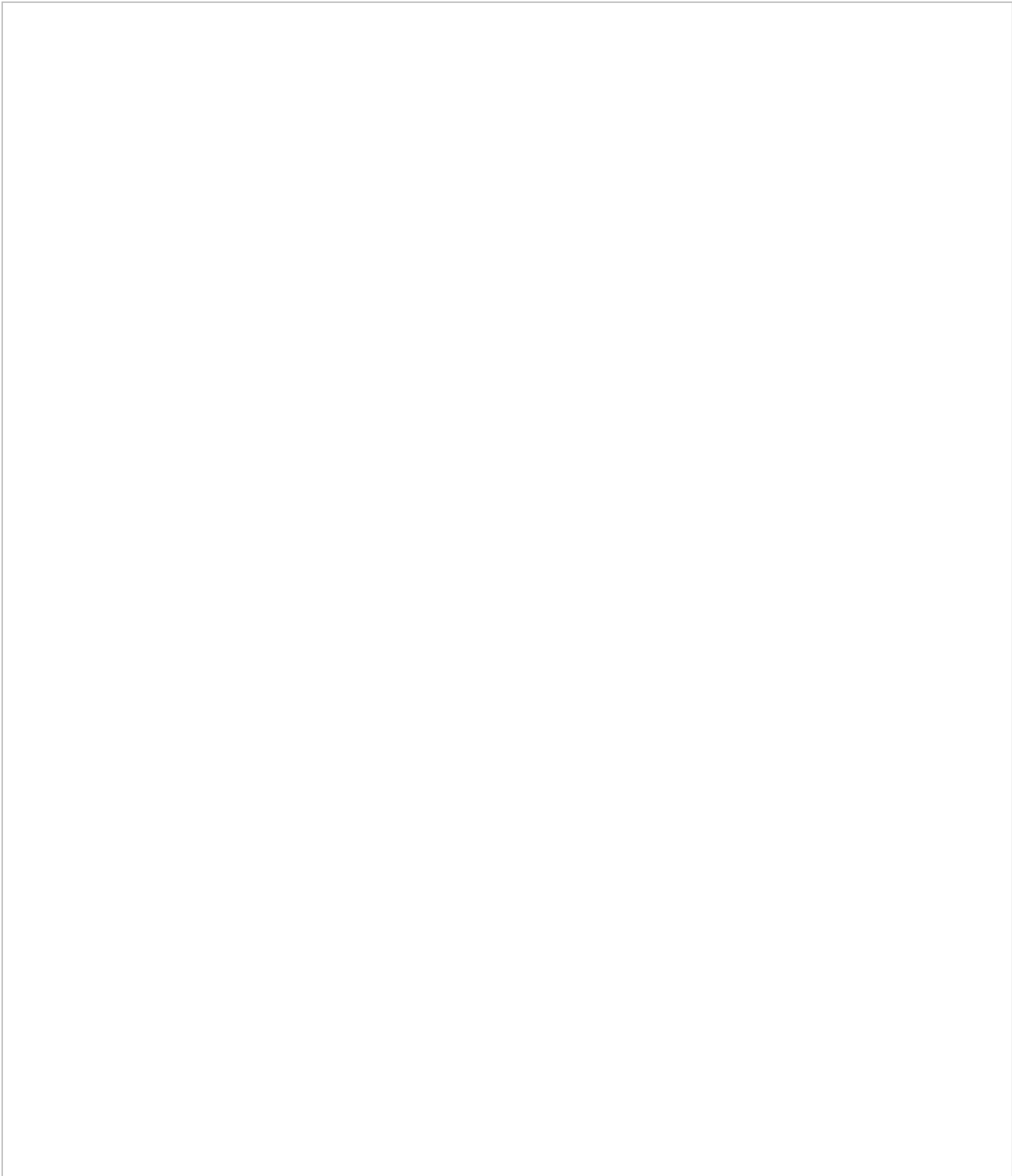
The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)



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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: March 9, 2026 update current PL

Project Title: Ragle Field Baseball Turf field #3

Project Type: CIP Grant Internal Tracking

Department: Public Works, Parks Div Project Manager: Scott Overlie Ext: _____

Project Date Range: 3/9/2026 to 6/30/2029 Create Fixed Asset

Project ID: PTW2533502

Grant ID: S2648

Approved By: ERIKALUJAN

(Finance Use Only)

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

Funding Source: DFA 25-J3158 % of Funding: 100

MUNIS ORG: 3559980 MUNIS OBJ: 490210 Awarded Amount: \$300,000

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: WIP Construction MUNIS ORG: 3559980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: FY26 NMDFA 25-3158 Awarded Amount: \$300,000

AR Charge Code: 3559980.490210 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700007 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



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

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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

1 **WHEREAS**, the City adopted Ordinance No. 2009-51 on November 10, 2009, which
2 annexed approximately one thousand nine hundred fifty-six (1,956) acres (“Phase 1”) in accordance
3 with the “Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County”, and
4 which includes areas 3,6,8,9,10,11,13,15,16,17, and the Interstate 25 right-of-way between Old
5 Pecos Trail and New Mexico Highway 599; and

6 **WHEREAS**, in June of 2013 the City and County finalized “Amendment No. 1 to the
7 Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County” (“Amendment
8 No. 1”), specifying that the annexation of the remainder of Area 1 would be “completed within five
9 years of the execution of this Amendment”; and

10 **WHEREAS**, the City adopted Ordinance No. 2013-36 on November 13, 2013, which
11 annexed approximately four thousand one hundred (4,100) acres (“Phase 2”) in accordance with
12 the Phasing Agreement, executed in 2009 and amended in June of 2013, and which includes the
13 first portion of Area 1, as well as areas 2,4,5,7,12 and the New Mexico Highway 599 right-of-way
14 between Interstate 25 and the current City Corporate Boundary east of the Camino La Tierra
15 Interchange; and

16 **WHEREAS**, Ordinance No. 2013-36 did not address the remainder of Area 1; and

17 **WHEREAS**, the County adopted Resolution No. 2017-27 requesting discussion of
18 removal of the remainder of Area 1 from the Settlement Agreement; and

19 **WHEREAS**, the County and City adopted a Joint Resolution, County Resolution No.
20 2021-105 and City Resolution No. 2022-1, establishing negotiating teams to develop non-binding
21 proposals for open items related to implementation of the Settlement Agreement, and one of the
22 open items identified was the remainder of Area 1; and

23 **WHEREAS**, the Joint Resolution No. 2021-105 and No. 2022-1 resolved that City and
24 County negotiation representatives would present “principles of agreement on all open annexation
25 items” to the Board of County Commissioners and to the Governing Body of the City by April 13,

1 2022; and

2 **WHEREAS**, uncertainty over the future of the remainder of Area 1 led to qualified electors
3 in Area 1B filing petitions, including a petition titled “A Petition Requesting the Board of County
4 Commissioners of Santa Fe County, New Mexico to Adopt An Ordinance Declaring ‘Area 1B’ to
5 be Part of the Traditional Historic Community of Agua Fria, Or Adopt an Ordinance Halting
6 Planned C[i]ty Annexation and Declaring ‘Area 1B’ to be Retained in Santa Fe County”, and
7 requesting that the County enlarge the Traditional Historic Community (“THC”) of Agua Fria to
8 encompass some or all of the remainder of Area 1; and

9 **WHEREAS**, separate and apart from prior proceedings on petitions related to Area
10 1B, the Santa Fe County Board of County Commissioners adopted Resolution No. 2025-
11 113, A Resolution Concerning the Petition Requesting the Board of County Commissioners of
12 Santa Fe County, New Mexico to Adopt an Ordinance Declaring “Area 1B” to be Part of the
13 Traditional Historic Community of Agua Fria or Adopt an Ordinance Halting Planned C[i]ty
14 Annexation and Declaring “Area 1B” to be Retained in Santa Fe County, and reaffirming its
15 commitment to resolve, through good-faith negotiation with the City of Santa Fe, the status
16 of Area 1B and other unresolved issues related to annexation, recognizing the importance
17 of intergovernmental collaboration to provide clarity, stability, and responsive governance
18 for affected residents;

19 **WHEREAS**, over several decades, residents of the remainder of Area 1 have
20 consistently and repeatedly expressed, through formal petitions, public hearings,
21 community organizing efforts, published opinion pieces, participation in City and County
22 processes, and recent engagement in the March 19, 2026 community forum and joint
23 working group, a clear and sustained preference to remain under County jurisdiction, to
24 protect the rural character and existing way of life, and, in some cases, to seek inclusion

1 within the Traditional Historic Community of Agua Fría; and

2 **WHEREAS**, the City of Santa Fe and Santa Fe County desire to resolve these
3 outstanding annexation issues; and

4 **WHEREAS**, the remainder of Area 1 has not been annexed; and

5 **WHEREAS**, the City and the County would like to amend the Settlement Agreement and
6 the Phasing Agreement to eliminate Phase 3 of Annexation; and

7 **WHEREAS**, the City and County desire to amend the Extraterritorial Land Use Code to
8 the extent necessary to effectuate the amendment to the Settlement Agreement.

9 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODIES OF**
10 **THE CITY OF SANTA FE AND SANTA FE COUNTY** that the City Manager and County
11 Manager shall expeditiously work together with and direct staff to bring forward for consideration
12 by the Governing Bodies of the City of Santa Fe and Santa Fe County, amendments to the
13 Settlement Agreement and Phasing Agreement that:

14 1) terminate Phase 3 of Annexation; and

15 2) waive the City's right to challenge the County's designation of some or all of the
16 remainder of Area 1 as part of a Traditional Historic Community, pursuant to NMSA
17 1978, Section 3-7-1.1; and

18 3) reconvenes, with the City and County, the Extra Territorial Land Use Authority (ELUA)
19 to make any necessary extraterritorial land-use ordinance changes to effectuate the City
20 and County's decision to terminate Phase 3 of annexation; and

21 4) does not preclude owners of property in the remainder of Area 1 that may not be included
22 in a Traditional Historic Community from petitioning the City to annex their property
23 and which does not require the City to approve any such requested annexation.

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25 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

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MICHAEL GARCIA, MAYOR

ATTEST:

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez _____
MARCOS MARTÍNEZ, CITY ATTORNEY

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: *Andella* **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
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

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:


Signature:


Email:



Date: March 30, 2026

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

From: Terry Lease, Asset Development Manager 

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

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2023-4

INTRODUCED BY:

Councilor Michael Garcia

Councilor Renee Villarreal

Mayor Alan Webber

A RESOLUTION

ADOPTING A STRATEGY FOR DONATING OR SELLING, AT BELOW-MARKET VALUE, A PROPERTY IDENTIFIED AS “LAS ESTRELLAS TRACT 6A” TO A DEVELOPER CERTIFIED AS A “QUALIFYING GRANTEE” UNDER THE NEW MEXICO AFFORDABLE HOUSING ACT TO DEVELOP SANTA FE HOMES PROGRAM HOMES, LOW-PRICED DWELLING UNITS, OR UNITS PRICE-RESTRICTED THROUGH ANOTHER AFFORDABLE HOUSING SUBSIDY; AND APPROVING AN ANNOUNCEMENT TO SELL THE REMAINING SEVEN LAS ESTRELLAS LOTS WITH A LOCAL PREFERENCE.

WHEREAS, it is a policy goal of the City of Santa Fe (“City”) to provide incentives and encourage proposals that support the production, acquisition, and redevelopment of affordably priced homes in mixed-income developments; and

WHEREAS, according to Santa Fe Housing Act Coalition, market-rate rents in Santa Fe have increased by almost 50% since 2014, and 65% of Santa Fe renters cannot afford the median priced home; and

1 **WHEREAS**, according to the Santa Fe Association of Realtors’ Summer 2022 quarterly
2 property statistics report, the median sales price in Santa Fe increased over 20% since 2021; and

3 **WHEREAS**, on December 17, 2019, the City and Santa Fe Estates, Incorporated, a New
4 Mexico corporation (“Santa Fe Estates”) terminated a 90-year-old development and profit-sharing
5 agreement between the parties, which resulted in the City reacquiring fee simple title to 250.1 acres
6 in the Northwest Quadrant of the City (“Las Estrellas”); and

7 **WHEREAS**, Las Estrellas consists of nine tracts of land: Tract NPR1, Tract NPR3, Tract
8 NPR4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, and Tract 8B-1A; and

9 **WHEREAS**, these nine tracts of land are all subject to certain covenants, conditions, and
10 restrictions and the Las Estrellas Master Plan, which governs the area’s zoning, density, minimum
11 requirements for affordable housing, and the location of open spaces (“Master Plan”); and

12 **WHEREAS**, the Governing Body wishes to sell seven of the nine parcels in Las Estrellas
13 (Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, and Tract 2) to a
14 purchaser who will develop the parcels according to the applicable covenants, conditions,
15 restrictions, and Master Plan; and

16 **WHEREAS**, for the seven parcels it intends to sell, the Governing Body wishes to offer a
17 preference to local purchasers; and

18 **WHEREAS**, in addition to the local preference and applicable restrictions, the Governing
19 Body wishes to obtain at least the appraised value of the seven parcels; and

20 **WHEREAS**, while the City retains ownership of Las Estrellas, it is also the “Declarant”
21 under both the Residential the Declaration of Covenants, Conditions and Restrictions (“Residential
22 Covenants”) and Non-Residential (AKA "Master") Declaration of Covenants, Conditions, and
23 Restrictions (“Non-Residential Covenants”); and

24 **WHEREAS**, the Governing Body wishes to make Tract 6A available for an affordable
25 housing project; and

1 **WHEREAS**, the eighth parcel is designated “Community Services”, and, therefore, the
2 City will retain it for one of the following uses: Police, Fire, Library, Administrative Offices, or
3 Recreational Uses; and

4 **WHEREAS**, as the "Declarant" under the Residential Covenants affecting the property
5 (including Tract 6A), the City has the right to remove Tract 6A from the Residential Covenants
6 (but not the Non-Residential Covenants); and

7 **WHEREAS**, in addition, or in lieu, the City may request the Las Estrellas Residential
8 Association and/or Master Association Board limit the assessments for Tract 6A to support greater
9 affordability; and

10 **WHEREAS**, the City intends to donate or sell at a discount Tract 6A as identified in the
11 attached Exhibit A and Exhibit B for the development of homes that meet the definition in SFCC
12 1987, Sections 26-1 and 26-1 as “Santa Fe Homes Program Homes” (“SFHP”) or Low Priced
13 Dwelling Units” (“LPDU”), or other affordability definitions either as rental units, owned units, or
14 land trust homes.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
16 **CITY OF SANTA FE**, that the City Manager shall create an Evaluation Committee that will
17 release a Request for Qualifications (“RFQ”) and select a “Qualified Grantee,” or a consortium that
18 includes a “Qualified Grantee,” to develop Tract 6A for residential uses, offering a mix of housing
19 types, tenures, and affordability levels. The City shall award a disposal contract pursuant to the
20 RFQ based on the following evaluation criteria, as applied to the applicants’ proposed project(s):

- 21 • Funding Feasibility – the proposed project budget is realistic, funds are leveraged at
22 least at a 3:1 ratio from other committed funding sources, revenue is sufficient to
23 accomplish the proposed project.
- 24 • Need/Benefit and Project Feasibility – the project concept is responsive to
25 current/future market demand and the applicant provides a realistic timeframe for the

1 completion of the proposed activities.

- 2 • Affordability – the proposed project effectively meets the income eligibility
3 requirements of the New Mexico Affordable Housing Act, and the applicant describes
4 how it will achieve affordability targets; how the applicant and/or the City may monitor
5 the project over time for compliance; and how the applicant will secure.
- 6 • Organizational Capacity and Management – the applicant adequately demonstrates
7 experience and expertise in this type of housing construction, including work samples
8 and funding commitments.
- 9 • Innovative Design and Sustainability Targets – the applicant demonstrates the ability
10 to design and construct buildings that achieve high standards of sustainability, have
11 innovative designs, and exceed the green building criteria in City code.

12 **BE IT FURTHER RESOLVED** that, based on the criteria above, the Evaluation
13 Committee shall identify a development partner and potential future owner of Tract 6A, in order
14 for staff to prepare an agreement regarding the proposed project for approval by the Governing
15 Body.

16 **BE IT FURTHER RESOLVED** that the City Manager shall order an update to the
17 November 16, 2021 appraisal, of Tract 6A and an updated appraisal for the seven parcels it intends
18 to sell.

19 **BE IT FURTHER RESOLVED** that the City Manager shall develop a Real Estate
20 Donation Agreement and Special Warranty Deed for Governing Body approval, imposing a land
21 use restriction that will ensure an affordability period of no less than forty-five years and that will
22 run concurrently with any requirements imposed by any other subsidy provider, to be executed
23 upon transfer of Tract 6A.

24 **BE IT FURTHER RESOLVED** that, if the Qualifying Entity that is awarded Tract 6A
25 deems it necessary to provide affordable housing, the City shall either remove Tract 6A from the

1 Residential Declaration of Covenants, Conditions, and Restrictions, prior to selling the other seven
2 parcels, or the City shall request the Las Estrellas Residential Association Board and Master
3 Association Board limit the assessments on Tract 6A.

4 **BE IT FURTHER RESOLVED** that the Governing Body approves the public
5 announcement of sale for the seven parcels of Las Estrellas with the following minimum criteria:

- 6 1. a minimum bid of the appraised price or higher;
- 7 2. documentation of financial ability to pay for the land; and
- 8 3. documentation of financial viability to develop the land in accordance with the
9 Master Plan.

10 **BE IT FURTHER RESOLVED** that the City will select a purchaser for the seven parcels
11 of Las Estrellas as follows:

- 12 1. Requiring the minimum criteria, listed above;
- 13 2. Applying a local preference for local purchasers of up to six percent (6%), which
14 is consistent with the weight of the local preference offered in City and State
15 procurement; and
- 16 3. Selecting the offer that meets the minimum criteria and offers the highest purchase
17 price, as adjusted by the local preference.

18 **BE IT FURTHER RESOLVED** that, to receive the local preference, a purchaser must
19 meet one or both of the two following criteria, which may result in a cumulative six percent (6%)
20 local preference if both criteria are met:

- 21 1. Hold a current City of Santa Fe or Santa Fe County business license, and have held
22 said license for the proceeding three (3) years, to receive a three percent (3%) local
23 preference, or
- 24 2. Provide a New Mexico Tax and Revenue Department Resident Business
25 Certificate to receive a three percent (3%) local preference.

1 **BE IT FURTHER RESOLVED** that the purchase agreement shall stipulate that, in the
2 event the purchaser is awarded a local preference, the purchaser shall not sell the property for a
3 period of three (3) years, unless selling to a buyer who meets the qualifications for an equal or
4 greater percentage of the local preference offered in the Request for Qualifications, except that the
5 sale of developed homes or ready-to-build individual plots to individual homeowners is permitted.
6 The purchase agreement shall require the purchaser to secure this requirement with a letter of credit
7 in the amount of 2% of the contracted purchase price.

8 **BE IT FURTHER RESOLVED** that the purchase agreement shall stipulate that a
9 purchaser awarded a local preference shall begin development of the property, including spine
10 infrastructure, engineering, and utility development, within five (5) years of the completion of
11 purchase and shall require the purchaser to secure compliance with this requirement with a letter
12 of credit in the amount of 1% of the contracted purchase price.

13 PASSED, APPROVED, and ADOPTED this 25th day of January, 2023.

14 

15 _____
16 ALAN WEBBER, MAYOR

17 ATTEST:

18 

19 _____
20 KRISTINE MIHELIC, CITY CLERK

21 APPROVED AS TO FORM:

22 

23 _____
24 ERIN K. McSHERRY, CITY ATTORNEY

25 *Legislation/2022/Resolutions/2023-4 (R) Las Estrellas Tract 6A Disposition*

underscored material = new
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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

1 being more particularly described as follows to-wit: Tract NPR1 (179.5337
2 acres), Tract NPR3(17.1781 acres), Tract NPR4(3.4258 acres), Tract NPR5(1.1715
3 acres), Tract NPR6(0.8608 acres), Tract NPR7 (24.2737 acres), Tract 2 (2.050 acres)
4 for a total of 228.4936 acres (collectively the “Property”).

5 **B. The purpose for the municipality entering into the sale.** The City’s Governing Body
6 approved Resolution No. 2023-4, as amended, that provides for, among other things,
7 the sale of the Property. The City and the Purchaser, pursuant to this ordinance
8 negotiated the attached Purchase Agreement (Attachment A).

9 **C. Appraised value of the Property.** Dominion Property Advisors appraised the
10 Property for \$4,490,000.00.

11 **D. Amount of the Sale.** The Purchaser shall pay \$4,490,000.00 total for the purchase of
12 the Property.

13 **E. Time and Manner of the Sale.** Closings shall comply with the Statutory requirements
14 in NMSA 1978, Section 3-54-1, and shall take place as described in Section 8 of
15 Attachment A.

16 **F. Purchase “As Is”.** The Purchaser shall purchase the Property in an “as is” condition
17 with all known and latent defects. The City makes no representations or warranties as
18 to the physical condition of the property.

19 **Section 4.** This Ordinance shall be published as required by NMSA 1978, Sections
20 3-17-3 and 3-54-1.

21 **Section 5.** This Ordinance shall become effective (45) days after its adoptions, unless
22 a referendum election is held pursuant to NMSA 1978, Section 3-54-1.

23 **Section 6.** The City shall execute the necessary Purchase Agreement and closing
24 documents after the effective date of this ordinance, according to Attachment A.
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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

PURCHASE AGREEMENT

[Las Estrellas Land Sale, Santa Fe, New Mexico 87507 – 228.4936 Acres]

THIS PURCHASE AGREEMENT ("Agreement") is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a New Mexico municipal corporation ("City" or "Seller") and _____, a _____ ("Buyer"), collectively the "Parties".

WHEREAS, the City-owned land in Las Estrellas consists of nine tracts (250.1 acres) of undeveloped land; Tract NPR1, Tract NPR3, Tract NPR 4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, and Tract 8B-1A; and

WHEREAS, these nine tracts of land are all subject to certain covenants, conditions, and restrictions, and the Las Estrellas Master Plan, which governs the area’s zoning, density, minimum requirements for affordable housing, and the location of open spaces ("Master Plan"); and

WHEREAS, the City wishes to sell seven of the nine tracts of land in Las Estrellas (Tract NPR1, Tract NPR3, Tract NPR 4, Tract NPR5, Tract NPR6, Tract NPR7, and Tract 2), a total of 228.4936 acres, to a purchaser who will develop the tracts according to the covenants, conditions, and restrictions, and the Master Plan; and

WHEREAS, on January 25, 2023, the City’s Governing Body approved Resolution 2023-4, as amended, that provides for, among other things, the sale of the seven tracts of Las Estrellas land.

1. **PURCHASE AND SALE OF PROPERTY.** Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the following described property for the consideration and subject to the terms, provisions, and conditions of this Agreement:

- a. Seven tracts of undeveloped land located in Santa Fe County, New Mexico totaling 228.4936 acres as shown below and depicted (shaded) on the attached **Exhibit A**("Property").

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

Total Acres: 228.4936

- b. All improvements and fixtures, if any, located on the Property.

c. All development rights, easements appurtenant to the Property, and any and all right, title, and interest of the Seller in and to the minerals, mineral rights, and royalty interests located in, under, or around the Property.

d. Seller's interest in all streets, alleys, and rights of way related to the Property.

2. **PURCHASE PRICE.** The Purchase Price ("Purchase Price") for the Property is \$4,490,000.00, which Purchase Price shall be paid by Buyer to Seller at Closing in cash or immediately available funds. There shall not be a Due Diligence Period

3. **TITLE COMMITMENT.** Within seven days of the date on which this Agreement is signed by the parties hereto, Seller will provide and deliver to Buyer the following:

a. A Title Commitment for the Property from John Fox, Southwestern Title and Escrow ("Title Company") binding the Title Company to issue at Closing, for the Property, an Owner's Policy of Title Insurance for the Purchase Price specified herein.

b. True, correct, and legible copies of any and all instruments referred to in the Commitment, including any update thereto, that constitute exceptions or restrictions upon the Seller's title.

c. Buyer shall have ten days from date Seller provides and delivers to Buyer Title Commitment(s) and legible copies of all exceptions to review and approve same or notify Seller in writing of any objections thereto. If Buyer gives written notice to Seller of any objections to title, then Seller shall have five (5) days from receipt of such notice to advise Buyer whether it will cure the objections complained of by Buyer, with such curative work to be completed no later than the Closing Date. If Seller is unwilling or unable to cure the title objections complained of by Buyer, then it shall notify Buyer within such five (5) day period. Buyer shall then advise Seller whether it will (i) accept title to the Property in its then current state, with no reduction in the Purchase Price; or (ii) terminate this Agreement, in which case neither party will have any further claim against the other except as specifically set forth herein.

4. **SELLER'S DELIVERABLES.** If Seller has not already done so, Seller shall deliver or cause to be delivered to Buyer, the following items:

a. Any surveys, reports, studies, and assessments of the Property which Seller has had done or has in its possession.

b. Any lease agreements Seller has that have not been terminated; a copy of which will be delivered to Buyer.

c. In addition, Seller shall promptly deliver to Buyer such other information relating to the Property that is specifically requested by Buyer of Seller in

writing to the extent such information either is in the possession or control of Seller, or may be obtained by Seller through the exercise of reasonable efforts and without unreasonable expense to Seller.

- d. Any appraisal reports Seller has had done in the past two years.

5. **CONDITIONS PRECEDENT TO CLOSING.**

- a. Buyer's Conditions. The following are conditions precedent to Buyer's obligations hereunder ("Buyer Conditions Precedent"). The Buyer Conditions Precedents are intended solely for the benefit of Buyer and may be waived only by Buyer in writing. In the event any Buyer Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion terminate this Agreement, and all obligations of Buyer and Seller hereunder (except provisions of this Agreement which recite that they survive termination) shall terminate and be of no further force or effect.
 - i. Issuance of the Title Commitment, subject only to any title exceptions which have not been objected to by Buyer, and the parties' agreement on Closing instructions to the Title Company which detail, among other things, the acceptable exceptions which may remain in the to-be-issued Title Policy.
 - ii. Seller shall have fully complied with all of Seller's duties and obligations contained in this Agreement.
 - iii. A certification from Seller that as of the Closing Date and to the knowledge of Seller, and each of them there is no litigation or administrative agency or other governmental proceeding pending or threatened, which after Closing would in any way impact the value of the Property or the ability of Buyer to own, use, maintain, occupy or operate the Property as Buyer intends to use the Property.
 - iv. Buyer's reasonable determination that there is no material adverse change in, or addition to, the information or items reviewed and approved by Buyer, including without limitation, any material modification of, or addition to, any of the matters disclosed in or on the Title Commitment or the Survey the Property, which otherwise might affect title to the Property, or Buyer's intended use thereof.
 - v. The physical condition of the Property at Closing, including any improvements thereon, shall be substantially the same as on the date of Buyer's execution of this Agreement, reasonable wear and tear and loss by casualty or condemnation excepted.

- b. Seller's Conditions. The following are conditions precedent to Seller's obligations hereunder ("Seller Conditions Precedent"). The Seller Conditions Precedent are intended solely for the benefit of Seller and may be waived only by Seller in writing. In the event any Seller Conditions Precedent is not satisfied, Seller may, in its sole and absolute discretion, terminate this Agreement, and except as otherwise set forth in this Agreement, all obligations of Buyer and Seller hereunder (except provisions of this Agreement which recite that they survive termination) shall terminate and be of no further force or effect.
- i. Buyer shall certify to Seller that, to the best of Buyer's knowledge, all of Buyer's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.
 - ii. Buyer shall have fully complied with all the Buyer's duties and obligations contained in this Agreement.
 - iii. The funds necessary to complete the purchase of the Property have been received by Seller and/or tendered to the Title Company.

6. **REPRESENTATIONS AND WARRANTIES AND COVENANTS OF SELLER.**

Seller represents and warrants to Buyer that to the best of Seller's actual knowledge and belief, without any duty to investigate, as of the date hereof and as of the date of Closing:

- a. Any books, files, and records regarding the Property or any part thereof delivered by Seller to Buyer, or made available by Seller to Buyer for review, are all of the unaltered copies of such books, files, and records in Seller's possession or control relating to the Property.
- b. Seller has complied in all material respects, with all applicable laws, ordinances, regulations, statutes and rules relating to the Property, and every part thereof, and has not received, and is not aware of, any notification from any governmental authority having jurisdiction, requiring any work or remediation on the Property, or advising of any condition (including without limitation, any Regulated Substance) which would render the Property or any part thereof, unusable, or affect the usability of the Property or any part thereof, for the purposes of the Buyer. For purposes of this Agreement "Regulated Substance" shall include but not be limited to "regulated substances" "hazardous waste" or "hazardous materials" "toxic substance" "pollutants" "contaminations" or "pesticides", as defined in the Resources Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substance Control Act, and/or similar state, federal or local environmental laws.

- c. To the best of the Seller's knowledge and belief, there are no surface conditions or subsurface conditions with respect to the Property that constitute, or with the passage of time, may constitute, a public or private nuisance.
- d. There are no parties or trespassers in possession, or persons who have a right to possess (not withstanding any lease agreements Seller has that have not been terminated described in Section 5b above), all or any portion of the Property as of the date of this Agreement, except those identified in the Title Commitment provided by Seller to Buyer. No third party can claim, or with the passage of time, may claim title to any portion of the Property by adverse possession or prescriptive easement; and there are no permits, leniencies, easements, licenses or rights of way, or other forms of agreement affecting the Property, except as may be shown on the Title Commitment to be furnished in accordance with this Agreement.
- e. There is no (1) condemnation, environmental, zoning or other land-use proceedings, instituted or threatened, against the Property or any part thereof; (2) special assessment proceedings affecting the Property or any part thereof (other than as set forth in the Title Commitment); or (3) existing or proposed easements, covenants, restrictions, agreements or other documents which affects title to the Property or any part thereof, and which are not disclosed by the Title Commitment.
- f. There is no litigation, arbitration or mediation proceeding pending or threatened, against the Property or any part thereof, against Seller or Seller's predecessor in interest with respect to the Property or any part thereof which could prevent or materially impair the ability of Seller to perform its duties and obligations hereunder.
- g. There are no disputes, claims or actions pending or threatened, involving the boundaries of the Property, including without limitation, the location of any fence or other natural or artificial monument marking any of the Property boundaries.
- h. As of the Closing Date, Seller will be the sole fee owner of the Property to be conveyed in accordance with the terms of this Agreement, and is not and will not be, holding fee title as a nominee for any other person or entity. No person or entity other than Seller has any right of first refusal, option to purchase, or other similar right to, or interest in, the Property.
- i. Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3).
- j. Except for its agreement with the current owner of the Property to acquire the Property, Seller has not entered into, and during the pendency of this Agreement

will not enter into, any agreement related to the purchase or sale of the Property other than this Agreement and the documents executed in connection herewith.

7. **REPRESENTATIONS AND WARRANTIES OF BUYER.** Buyer hereby represents and warrants to Seller as follows:

- a. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by Buyer, and are, or at the Closing will be, legal, valid and binding obligations of Buyer, and do not, and at the time of Closing, will not, violate any provisions of state law, or any agreement, regulation or judicial order to which Buyer is subject.
- b. Except for the representations, warranties and covenants made to it by Seller which are set forth in Section 7 above, upon which Buyer is expressly relying, Buyer acknowledges that it is purchasing the Property based upon its own inspections and its purchase of the Property, as contemplated by this Agreement shall be "as is" and with all faults.

8. **CLOSING.**

- a. The Closing of the transaction contemplated by this Agreement will occur on or before June 30, 2026, or such other date as the parties mutually agrees to, ("Closing Date") through the office of the Title Company and at a time to be agreed upon by the Parties. In any event, the Closing Date may be extended as otherwise mutually agreed to by the Parties in writing.
- b. At the Closing, Seller shall deliver to Buyer and/or the Title Company, as applicable:
 - i. A Warranty Deed conveying to the Buyer the Property and appurtenant rights subject only to exceptions previously approved or deemed accepted by Buyer in accordance with the terms and provisions of this Agreement.
 - ii. An Owner's Policy of title insurance ("Title Policy") issued by Title Company in the amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to those title exceptions permitted herein, and insuring permanent legal access from a public way to the Property.
 - iii. Possession of the Property, and keys thereto, as well as disclosure of access codes for any gates securing the Property or any portion thereof.
 - iv. Any affidavits or other documents required under the terms of this Agreement, and an affidavit stating that Seller is not a foreign person within the meaning of Section 1445(F)(3) of the Internal Revenue Code.

- v. Any other document reasonably required by the Title Company or the Buyer to carry out the terms and obligations of this Agreement.
 - vi. Original or copies of all certificate permits, licenses, and other authorizations (if in the possession of Seller) necessary for the full use, operation, maintenance and acceptance, of the Property or any portion thereof.
- c. At the Closing, Buyer shall deliver, or shall cause to be delivered, to Seller and/or to the Title Company, as applicable:
- i. The Purchase Price, together with funds sufficient to pay Buyer's obligations hereunder.
 - ii. Evidence of Buyer's authorization, as required by the Title Company or Seller, to enter into this Agreement and consummate the transaction.
 - iii. Any document reasonably required by the Title Company or the Seller to carry out the terms and obligations of this Agreement.
- d. Unless otherwise provided herein, Seller shall be responsible for payment for the title insurance premium for the Title Policy to be provided to Buyer including the removal of the mechanics and materialmen's lien exception; all costs for curing title matters, or environmental matters, any attorney's fees incurred by Seller, and any other costs and expenses required to be paid by Seller pursuant to the terms of this Agreement. Buyer shall pay for the cost of recording the Warranty Deed, and any costs specified in this Agreement to be Buyer's obligation.
- e. Rents, water, wastewater and utility charges, if any, and any other items of income or operational expenses owing in connection with the Property shall be paid by Seller up to the Closing Date, and will be paid by Buyer for those periods after Closing has taken place.

9. **CASUALTY LOSS.** If, prior to Closing, any part of the Property is damaged or destroyed by fire or other casualty loss, Seller bears the risk of such loss and Buyer may either terminate this Agreement or Buyer may accept the Property in its then existing condition, with a reduction of the Purchase Price to the appraised value of the Property at the time of Closing after the loss. In no event will Seller be obligated to make any repairs to the Property.

10. **DEFAULT.** If Seller fails to comply herewith, Buyer may (1) obtain specific performance for this Agreement, (2) terminate this Agreement, or (3) pursue any other remedy authorized by law or equity. If Buyer fails to comply herewith for any reason, Seller may (1) obtain specific performance for the Agreement, (2) terminate this Agreement, or (3) pursue any other remedy authorized by law or equity.

11. **CONDEMNATION.** If any part of the Property is condemned prior to Closing, Seller shall promptly give Buyer written notice of such condemnation and Buyer in its sole discretion may either retain the condemnation award and apply such award to reduce the Purchase Price provided herein or declare this Agreement terminated by delivering written notice of termination to Seller.

12. **NOTICES.** Any notice or communication required or permitted hereunder will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address directly below, or when hand-delivered as evidenced by written acknowledgment therefor. Any notice required thereunder shall be deemed effective as of the date of hand delivery, or on the third day after the same shall have been deposited in the United States mail, as hereinbefore specified.

Seller: City of Santa Fe
PO Box 909
Santa Fe, NM 87504
Attn: Brain Moya, Interim City Manager
Tel: 505-955-3111
Email: jwblair@santafenm.gov

Buyer: Santa Fe Community Housing Trust
6005 Jaguar Drive
Santa Fe, NM
Attn: Roman Abeyta, Chief Executive Officer
Tel: 505-989-1655
Email: rabeyta@housingtrustonline.org

Either party may change its address for notice at any time, by written notice to the other party delivered in the manner hereinbefore prescribed.

13. **INTEGRATION.** This Agreement contains the complete agreement between the Parties regarding the subject matter hereof and cannot be varied except by a written agreement of the Parties, executed by duly authorized representatives of each party. The Parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein.

14. **BINDING EFFECT.** This Agreement is binding upon, and inures to the benefit of, the Parties hereto and their respective successors, legal representatives and assigns.

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

16. **ASSIGNMENT.** Buyer may not assign its interest in this Agreement without the prior written consent of Seller, which Seller may withhold for any or no reason. Any such actions taken by Buyer without Seller's consent shall result in the immediate termination of this Agreement.

17. **NEW MEXICO LAW TO APPLY.** This Agreement must be construed under and in accordance with the laws of the State of New Mexico.

18. **LITIGATION EXPENSE.** In the event of litigation between the Parties, Buyer shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Seller shall incur in enforcing this Agreement or in recovering any and all damages caused to the Property by Buyer, or Buyer's contractors, agents, employees or permitted assigns

19. **LEGAL CONSTRUCTION.** If any one or more of the provisions of this Agreement are, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement must be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Notwithstanding the foregoing, if any provision of this Agreement is for any reason deemed to be illegal, invalid or unenforceable and the omission of such illegal, invalid or unenforceable provisions materially changes the rights of the Parties, or the benefits which either Party intends to receive hereunder, then the Party whose right or benefits have been so affected shall have the right to terminate this Agreement by giving written notice to the other Party, whereupon neither Party shall have any further obligations hereunder, except as may be otherwise specified therein.

20. **TIME.** Time is of the essence with respect to each party's performance of its obligations hereunder. Any time period herein calculated by reference to "days" shall mean calendar days; provided, however, that if the action date deadline for a party falls on a Saturday, Sunday or holiday recognized by the State of New Mexico, such action date shall be extended to the next day that is not a Saturday, Sunday or federally recognized holiday.

21. **BROKERS' COMMISSION.** Neither party is using a real estate broker in this transaction and no broker commissions are due. Each party, independently, is responsible for any claims by any brokers acting through that party.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXECUTED in multiple counterparts by the Seller and Buyer on the dates set forth below.

LESSEE: **CITY OF SANTA FE**

LESSEE: **SANTA FE COMMUNITY HOUSING TRUST**

MICHAEL J. GARCIA, MAYOR

Roman Abeyta
Roman Abeyta (Apr 13, 2026 11:47:52 MDT)

ROMAN ABEYTA, CHIEF EXECUTIVE OFFICER

DATE: _____

DATE: **Apr 13, 2026**

ATTEST:

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Ruby Crews
Ruby Crews (Apr 13, 2026 12:02:00 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

ANDREA K. PHILLIPS, INTERIM FINANCE DIRECTOR
Business Unit/Line Item 2122800.460350 _____ AJH









Purchase Agrmt - Las Estrellas Land Sale - 7 tracts

Final Audit Report

2026-04-13

Created:	2026-04-13
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAARsfgiAfvuTwRZBDogaMDx0PfmohOUdq

"Purchase Agrmt - Las Estrellas Land Sale - 7 tracts" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-13 - 5:42:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to Roman Abeyta (rabeyta@housingtrustonline.org) for signature
2026-04-13 - 5:43:33 PM GMT
-  Email viewed by Roman Abeyta (rabeyta@housingtrustonline.org)
2026-04-13 - 5:47:02 PM GMT- IP address: 104.47.58.254
-  Document e-signed by Roman Abeyta (rabeyta@housingtrustonline.org)
Signature Date: 2026-04-13 - 5:47:52 PM GMT - Time Source: server- IP address: 70.90.207.45
-  Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2026-04-13 - 5:47:54 PM GMT
-  Email viewed by Ruby Crews (racrews@santafenm.gov)
2026-04-13 - 6:01:46 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Ruby Crews (racrews@santafenm.gov)
Signature Date: 2026-04-13 - 6:02:00 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2026-04-13 - 6:02:00 PM GMT

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* Date: 03/31/2026
[Marcos Martinez \(Mar 31, 2026 11:39:01 MDT\)](#)

Reviewed by Finance Director: *Andrea Phillips* Date: 03/31/2026
[ANDREA PHILLIPS \(Mar 31, 2026 14:06:43 MDT\)](#)

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
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	<u>\$2,245,000</u>	\$ _____	\$ _____	<u>NR</u>	<u>2420223/470500</u>
	<u>\$,245,000</u>			<u>NR</u>	<u>2122800/470500</u>
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	<u>\$4,490,000</u>	\$ _____	\$ _____		

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