Agenda

Regular Meeting of the Governing Body
April 29, 2026 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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

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

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

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/84566758349

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

1. Call to Order
2. Pledge of Allegiance
   a. Councilor Cassutt

3. Salute to the New Mexico Flag

    a. Councilor Feghali

4. Invocation and Rememberances

    a. Councilor Barrett

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

    a. City of Santa Fe Water Annual Update. (Jesse Roach, Interim Public Utilities Department Director; jdroach@santafenm.gov)

    b. Planning & Land Use Development Manual Stakeholder Engagement and Recommendations Report. (Heather Lamboy; Director of Planning and Land Use Department; hllamboy@santafenm.gov)

9. Action Items: Consent Agenda

    a. Request for Approval of the April 7, 2026, Regular Governing Body Meeting Minutes. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

        Committee Review:
        Governing Body: 04/29/2026

    b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve a Request from Wagon Hospitality, LLC for a Restaurant A (Beer & Wine) Liquor License with on Premises Consumption Only and Patio Service, to be Located at Hyatt Place Santa Fe, 4320 Cerrillos Rd., Santa Fe. (Emily Aragon, Constituent Services Specialist; emaragon@santafenm.gov)

        Committee Review:
        Liquor Hearing: 04/16/2026
        Governing Body: 04/29/2026

    c. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Palace Hospitality Group, LLC for a Transfer of Ownership of Dispenser Liquor License No. DIS-001158 with on Premises Consumption Only with Patio Service, to be Located at Palace, 142 W. Palace Ave., Santa Fe. (Emily Aragon, Constituent Services Specialist; emaragon@santafenm.gov)

Committee Review:
Liquor Hearing: 04/16/2026
Governing Body: 04/29/2026

d. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Sweetwater Harvest Kitchen, LLC for a Restaurant A (Beer & Wine) Liquor License with on Premises Consumption Only and Patio Service, to be Located at Sweetwater Harvest Kitchen, 1512 Pacheco St., BLDG B, Santa Fe. (Emily Aragon, Constituent Services Specialist; emaragon@santafenm.gov)

Committee Review:
Liquor Hearing: 04/16/2026
Governing Body: 04/29/2026

e. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Kelly Liquor Barn for the Following:

1. Pursuant to §60-6B-10 NMSA 1978, Consideration of a Waiver of the 300-Foot Location Restriction to Allow the Dispensing/Consumption of Alcohol at the National Dance Institute of New Mexico (NDI), 1140 Alto St., which is within 300 Feet of Aspen Community Magnet School, 450 La Madera St. and La Communidad de Los Ninos Head Start, 1121 Alto St.; Santa Fe;

2. If the Waiver of the 300-Foot Location Restriction is Granted, Consideration of a Request to Allow the Dispensing/Consumption of Alcohol at their 2026 Annual Gala, which will be Held on Saturday, May 9, 2026, with Alcohol Service from 4:30 p.m. to 10:30 p.m. (Emily Aragon, Constituent Services Specialist; emaragon@santafenm.gov)

Committee Review:
Liquor Hearing: 04/16/2026
Governing Body: 04/29/2026

f. 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

g. Request for Approval of an Exclusive Negotiation Agreement to Negotiate the Sale of Midtown Tracts R2-1B to Homewise Inc. for Development as a Mixed-Use Development. (Carly Venditti, Asset Development Manager; cavenditti@santafenm.gov).

Committee Review:
Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

h. Request for Approval of a Professional Services Agreement with the Santa Fe Animal Shelter for Animal Boarding and Care Services in the Total Amount of $1,927,125 through June 30, 2030. (Ben Valdez; Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

i. Request for Approval of a General Services Agreement with Jenoptik Smart Mobility Solutions, LLC for Automated Speed and Noise Enforcement Services in the Total Amount of $4,000,000 for a Five Year Term. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

j. Request for Approval of Professional Services Agreement with Mesa Vista Wellness dba Earth Spirit Awakening LLC for DUI/Drug Court Programs in the Total Amount of $238,000 through June 30, 2030. (Justine Hines, Paralegal Municipal Court; jahines@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

k. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of $80,000 from FY26 Contributions/Donations to Repair and Maintenance Building/Structure to pay for Landscaping, Pest Control, and other Repair and Maintenance Needs at the Southside Library. (Margaret Neill, Library Division Director; mmneill@santafenm.gov)

Committee Review:
Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

l. Request for Approval of Written Findings of Fact and Conclusions of Law Reflecting the April 7, 2026, Decision by the Governing Body to Deny Appeal # 2025-11633-APPL of the Planning Commission's Decision to Approve the Zorro Blanco Development Plan for a 7.9-Acre Parcel at 7205 Plaza Central in Case # 2024-9320, and Finding that the Development Is Not Subject to the Affordable Housing Guidelines of the Santa Fe Homes Program. (Frank Ruybalid, Assistant City Attorney; feruybalid@santafenm.gov)

Committee Review:
Governing Body: 04/09/2026

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

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

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

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

o. 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

10. Action Items: Discussion Agenda

    a. Request for Approval of a Memorandum of Understanding with the New Mexico General Services Department, Facilities Management Division to Provide a Specific Description of the Respective Duties, Powers and Rights of the Parties with Regard to the Land Swap to Establish a Mutual Understanding between All Parties for Terms Affiliated with New Mexico Senate Joint Resolution 7. (Carly Venditti, Metropolitan Redevelopment Agency Deputy Director; cavenditti@santafenm.gov)

    Committee Review:
    Governing Body: 04/29/2026

    b. Request for Scrivener's Error Correction for Ordinance No. 2026-04.
    An Ordinance Rezoning an Approximately 4.12-Acre Tract of Land Located at 2768 Agua Fria, From M-U (Mixed-Use) to C-2 (General Commercial) (Case No. 2025-8902). (Marcos Martinez, City Attorney; mdmartinez@santafenm.gov)

    Committee Review:
    Governing Body: 04/29/2026

11. Matters from the City Manager

12. Matters from the City Attorney

    a. **EXECUTIVE SESSION**

    In Accordance with the Open Meetings Act, NMSA 1978, Section 10-15-1, Subpart (H)(8), Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the City, Including but Not Limited to, Properties at 2405 Cerrillos Road, 1324 Luana Street, the Midtown Campus, and 170 Mesa Verde in Santa Fe. (Marcos Martinez, City Attorney; mdmartinez@santafenm.gov)

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

a. CONSIDERATION OF A RESOLUTION NO. 2026-_____. (Councilor Jamie Cassutt and Councilor Amanda Chavez)
A Resolution Authorizing the Installation of Fifty Banners from June 1, 2026 to June 1, 2027, on City of Santa Fe-Owned Light Poles, on the Midtown Campus to Promote the Opening of New Businesses and Draw Attention to the Midtown Campus. (Carly Venditti, Metropolitan Redevelopment Agency Deputy Director; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/29/2026
Public Works and Utilities Committee: 05/04/2026
Finance Committee: 05/11/2026
Governing Body: 05/13/2026

b. CONSIDERATION OF BILL NO. 2026-6. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garica, Councilor Pilar Faulkner, and Councilor Jamie Cassutt).
A Bill Approving the Ground Lease and Development Agreement of a City-Owned Building, the Midtown Visual Arts Center, with Midtown Arts and Design Alliance, LLC. (Carly Venditti, Metropolitan Redevelopment Agency Deputy Director; cavenditti@santafenm.gov)

Committee Review:
Governing Body (Introduction): 04/29/2026
Metropolitan Redevelopment Commission: 05/06/2026 (PENDING WAIVER OF GOVERNING BODY PROCEDURAL RULE IV(C))
Governing Body (Public Comment): 05/13/2026
Public Works and Utilities Committee: 05/18/2026
Quality of Life Committee: 05/20/2026
Governing Body (Public Hearing): 06/10/2026

c. CONSIDERATION OF BILL NO. 2026-9. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Pilar Faulkner, Councilor Lee Garcia, Councilor Amanda Chavez)
A Bill Amending Subsection 12-6-12.3 of Article VI of the Uniform Traffic Ordinance ("UTO") to Eliminate Minimum Penalties for Reckless Driving and Raising Maximum Penalties From Twenty-Five Dollars ($25) to Two Hundred and Fifty Dollars ($250) for First Convictions and From Three Hundred Dollars ($300) to Five Hundred Dollars ($500) for Second or Subsequent Convictions; Creating a New Subsection 12-6-12.4A of Article VI of the UTO, Exhibit A to Chapter 24, SFCC 1987 to Define, Criminalize, and Penalize "Aggressive Driving"; Amending the UTO's Schedule a Traffic Violation Penalty Assessment Schedule to Increase Certain Penalties, to Specify that all Reckless Driving Fines, Aggressive Driving Fines, as Well as all Schedule A Penalties (Except for Those Dedicated to Traffic Calming) Shall be Split Equally Between the Law Enforcement Fund and the Fire Support Services Fund, and to Require a Mandatory Court Appearance for Violations Related to Aggressive Driving; Creating a New Subsection 12-6-12.25 of Article VI "Engaging in Prolonged, Deliberate, and/or Excessive Tailing of Another Vehicle" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same; Creating a New Subsection 12-6-12.26 of Article VI

"Unsafe Sudden Stops" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same; Creating a New Subsection 12-6-12.27 of Article VI "Throwing Items Outside of Vehicle at Another Vehicle or at a Pedestrian" and Establishing a Penalty in Santa Fe's UTO, Schedule A, Traffic Violation Penalty Assessment Schedule for the Same. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:
Governing Body (Introduction): 04/29/2026
Governing Body (Public Comment): 05/13/2026
Quality of Life Committee: 05/20/2026
Finance Committee: 05/26/2026
Governing Body (Public Hearing): 06/10/2026

17. Petitions from the Floor

    a. Public Comments

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

19. Final Action on Legislation (Public Hearing)

    a. CONSIDERATION OF BILL NO. 2026-8. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Alma Castro)
    A Bill Amending Section 23-6, SFCC 1987 to Remove the Resolution Requirement for the Purpose of Approving Sales and Consumption of Alcohol at Public Events on City Property and Requiring that Governing Body Approval Be Recorded in Regular Governing Body Minutes Upon the City Clerk's Recommendation for Approval. (Marci Eannarino, Legislation and Policy Innovation Manager; maennarino@santafenm.gov; Christine Spiers, Legislative Coordinator; cmspiers@santafenm.gov; Palmer Anderson, Policy Analyst; pcanderson@santafenm.gov)

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

    b. CONSIDERATION OF BILL NO. 2026-5. ADOPTION OF ORDINANCE NO. 2026-____.(Councilor Amanda Chavez and Councilor Pilar Faulkner)
    A Bill Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement By and Between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe, New Mexico (the "Borrower/Grantee"), in the Total Amount of $2,500,000, Including a Loan in the Amount of $1,000,000 Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Designing McClure Dam to the Outlet Conduit and Spillway, Including Related Work and

Revisions, and Solely in the Manner Described in the Loan/Grant Agreement; Providing for the Pledge and Payment of the Loan Amount and an Administrative Fee Solely From the Net Revenues of the Water Utility System of the Borrower/Grantee; Certifying that the Loan/Grant Amount, Together with Other Funds Available to the Borrower/Grantee; is Sufficient to Complete the Project; Approving the Form of and Other Details Concerning the Loan/Grant Agreement; Ratifying Actions Heretofore Taken; Repealing All Action Inconsistent with this Ordinance; and Authorizing the Taking of Other Actions in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator; aghook@santafenm.gov)

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

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

Committee Review:
Governing Body (Introduced): 02/25/2026
Governing Body (Public Comment): 03/11/2026
Public Works and Utilities Committee: 03/16/2026

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

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

Committee Review:
Governing Body (Introduction): 02/25/2026
Governing Body (Public Comment): 03/11/2026
Public Works and Utilities Committee: 03/16/2026
Finance Committee: 03/23/2026
Governing Body (Public Hearing): 04/07/2026 (POSTPONED)
Governing Body (Public Hearing): 04/29/2026

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

21. Appointments

a. North Central New Mexico Economic Development District

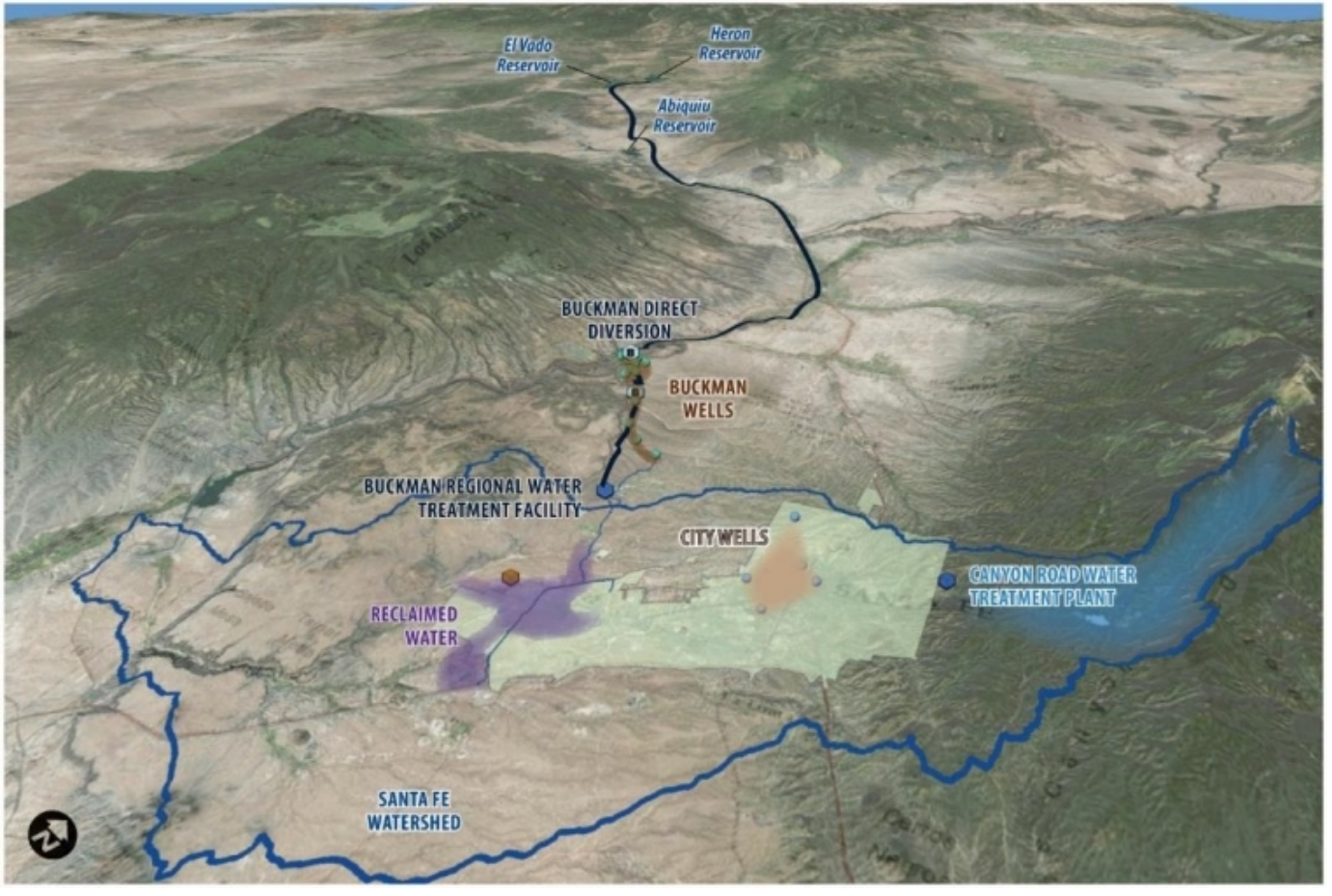
- Johanna Nelson - Appointment as Alternate - Term Ending 12/2027

b. Metropolitan Redevelopment Commission

- Robert Gonzalez - Appointment - Term Ending 01/2031

22. Adjourn

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

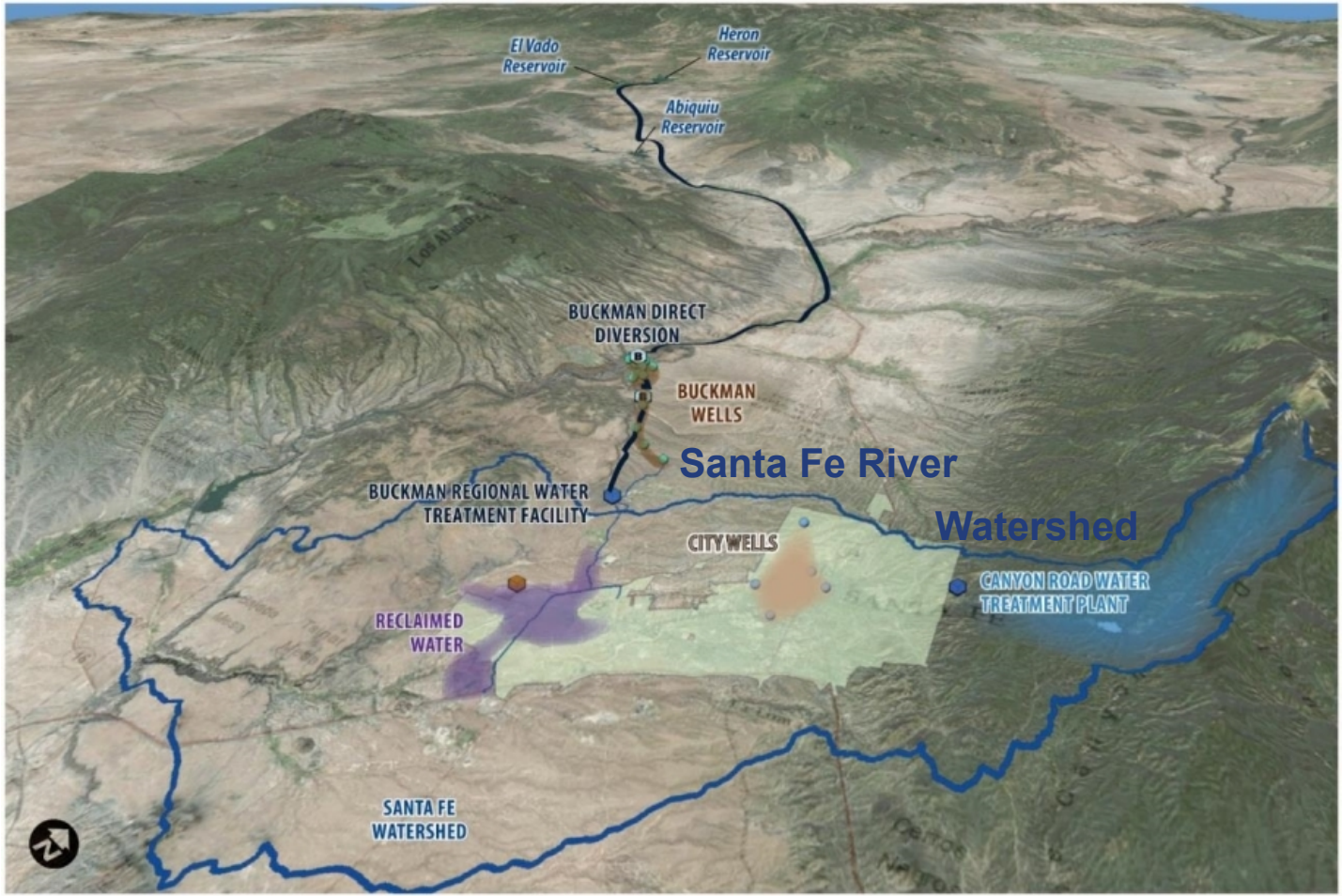


City of Santa Fe Water Annual Update 2026

April 2026

Outline

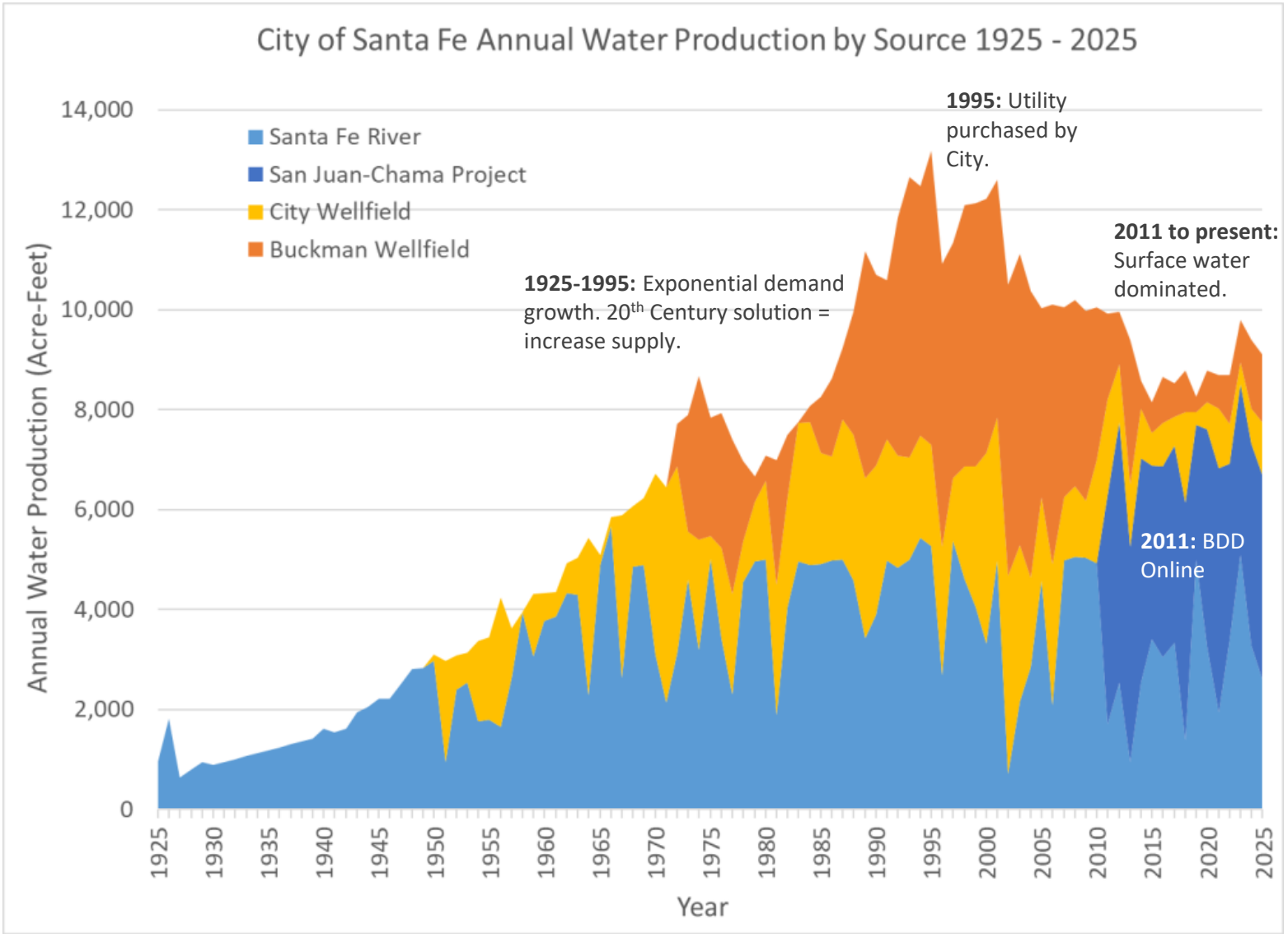
- Current System
  - Potable water resources
  - Non potable water resource
- SF Water Past
  - Demand Growth
  - Groundwater Extraction
  - Conservation
  - Preferential Surface Water Use
- 2025 Highlights
  - Annual Report & Newsletter
  - Production
  - Reservoir Storage
  - WRI
  - Rate Increase & Structure Change
- The Next Big Thing
  - Planning that got us here
  - SJC Return Flow Project
- What's Up With Water?



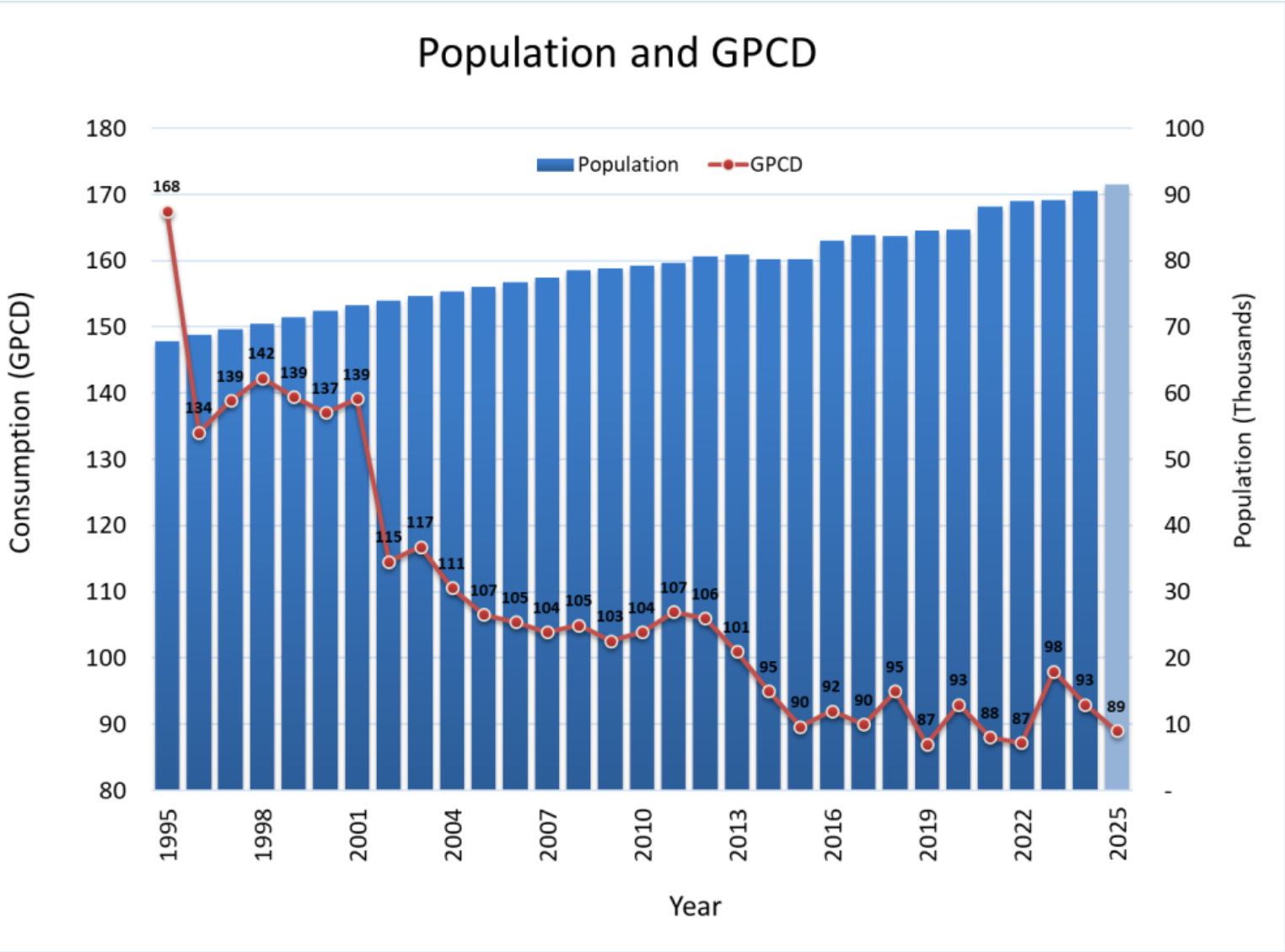
The System

- 4 Potable Sources
  - Santa Fe River
  - City Wells
  - Buckman Wells
  - BDD
- BDD jointly owned
  - City
  - County
  - Las Campanas
- San Juan Chama
  - City diverts Colorado River water from the Rio Grande at BDD
- Non-potable resource

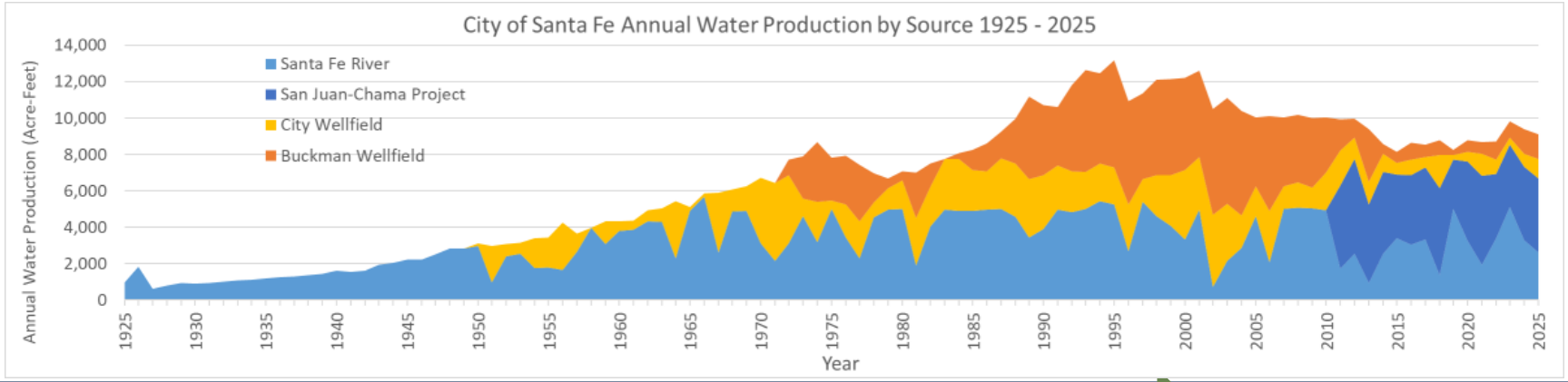
CoSF Water Past: A Picture Is Worth…



Water Conservation Success



The City of Santa Fe's Evolving Water Supply



Paradigms

Extractive
- Groundwater Planning
- Groundwater Expansion

Conservation
- 90's planning
- Conservation

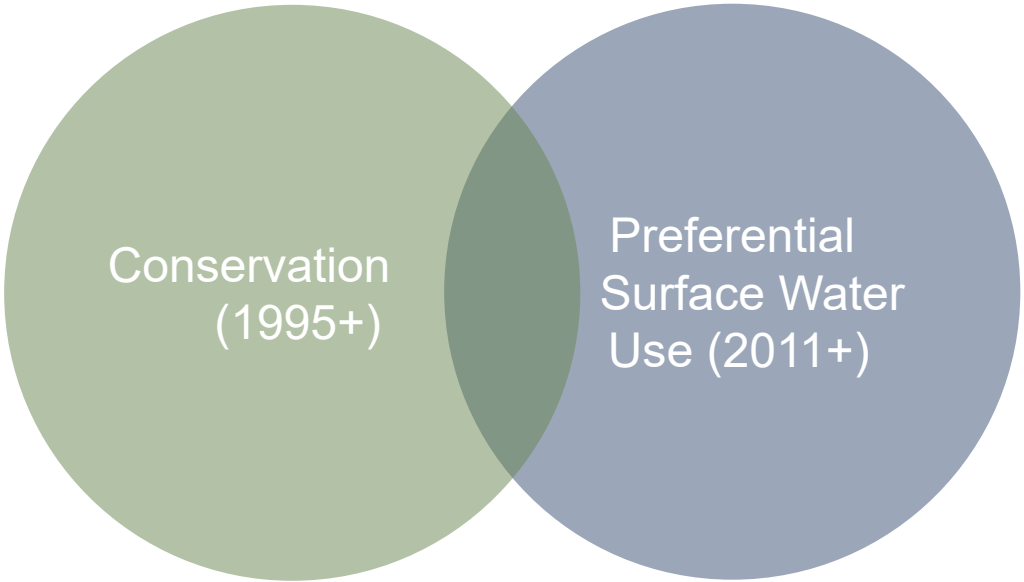
Preferential Surface Water Use
- '01 Plan
- BDD

Planning

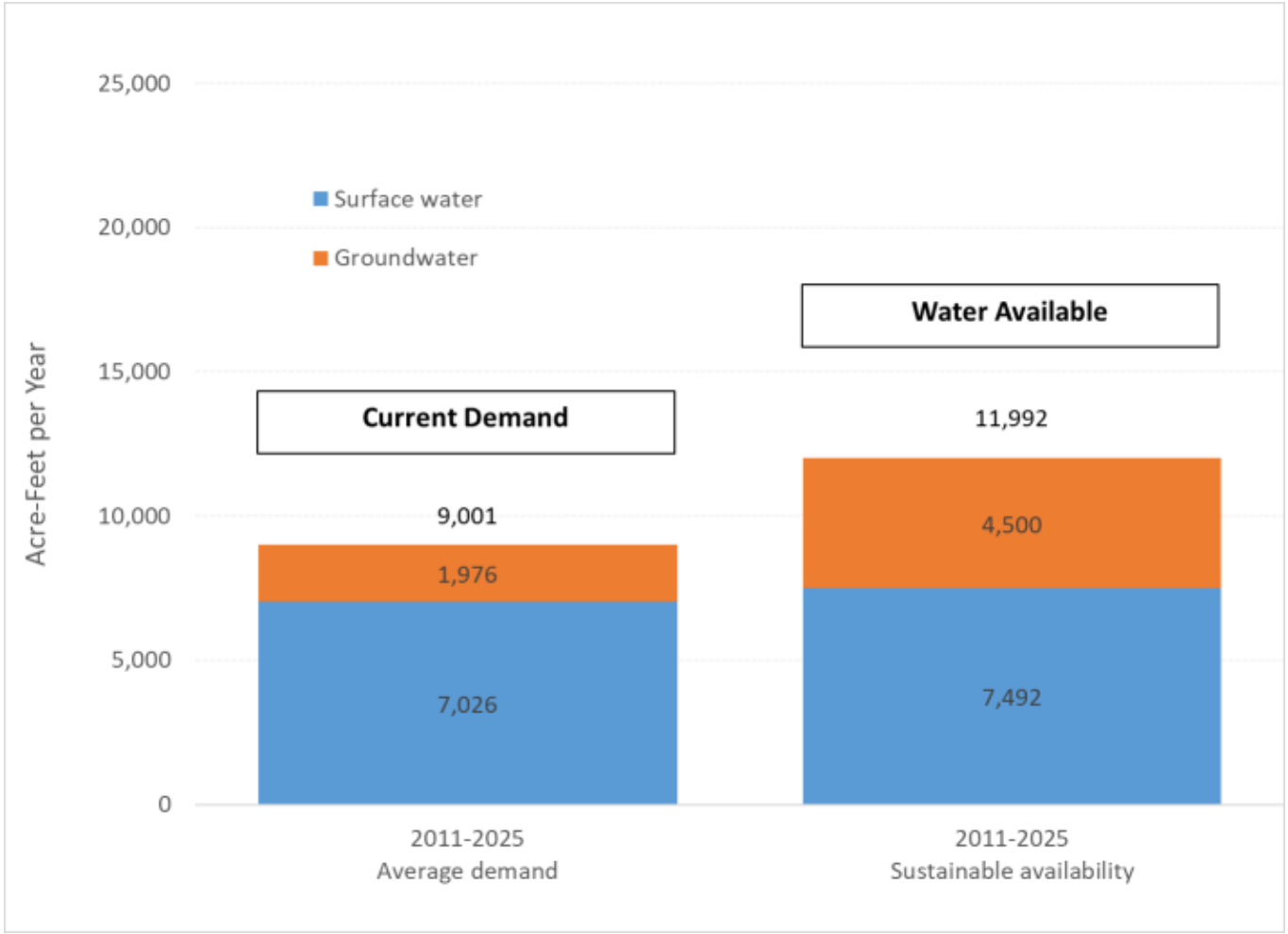
Implementation

Two water management paradigm shifts 1995 - 2011

Conservation and Preferential Surface Water Use



Current Demand and Supply (average of last 15 years)



Outline

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  - Non potable water resource
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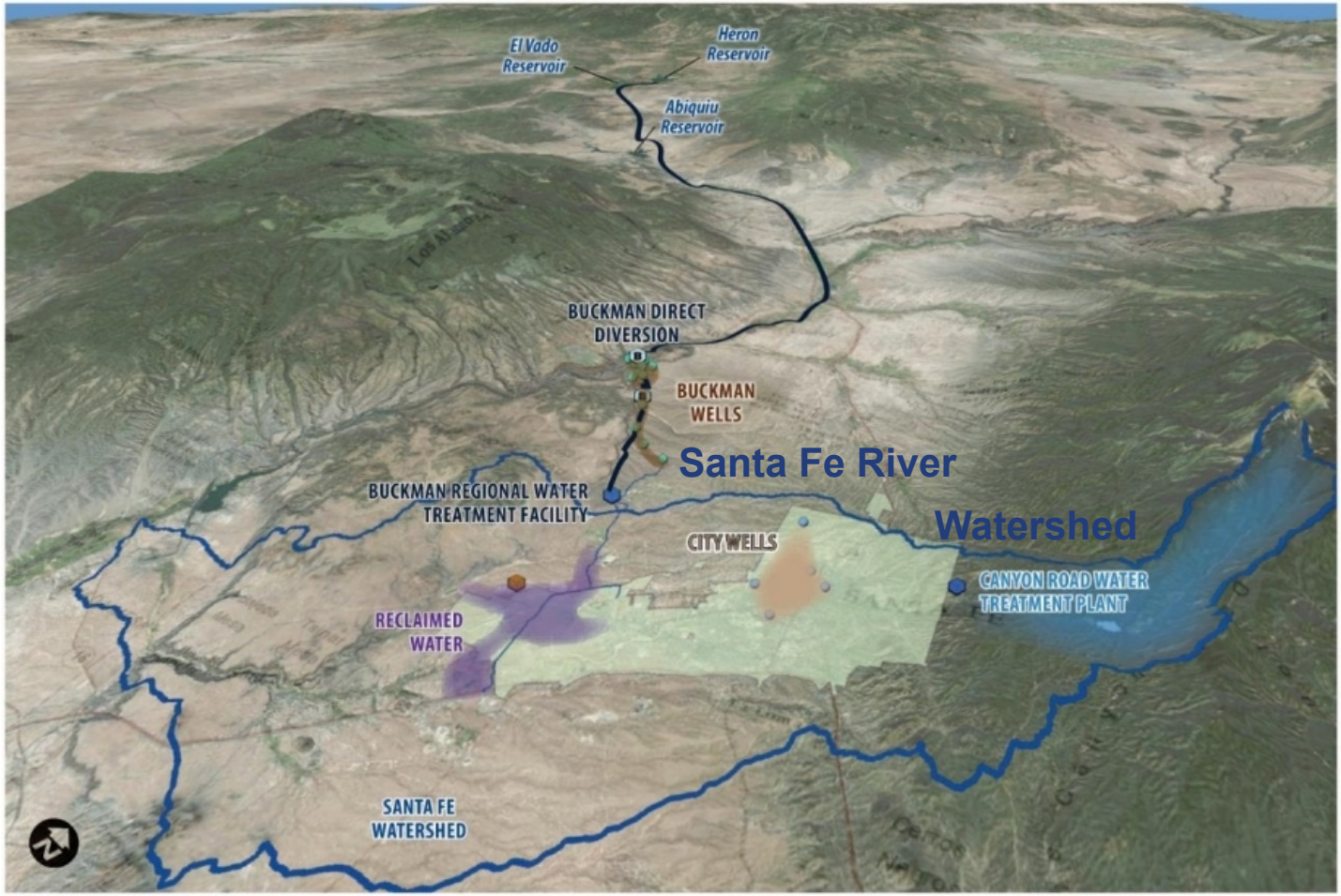
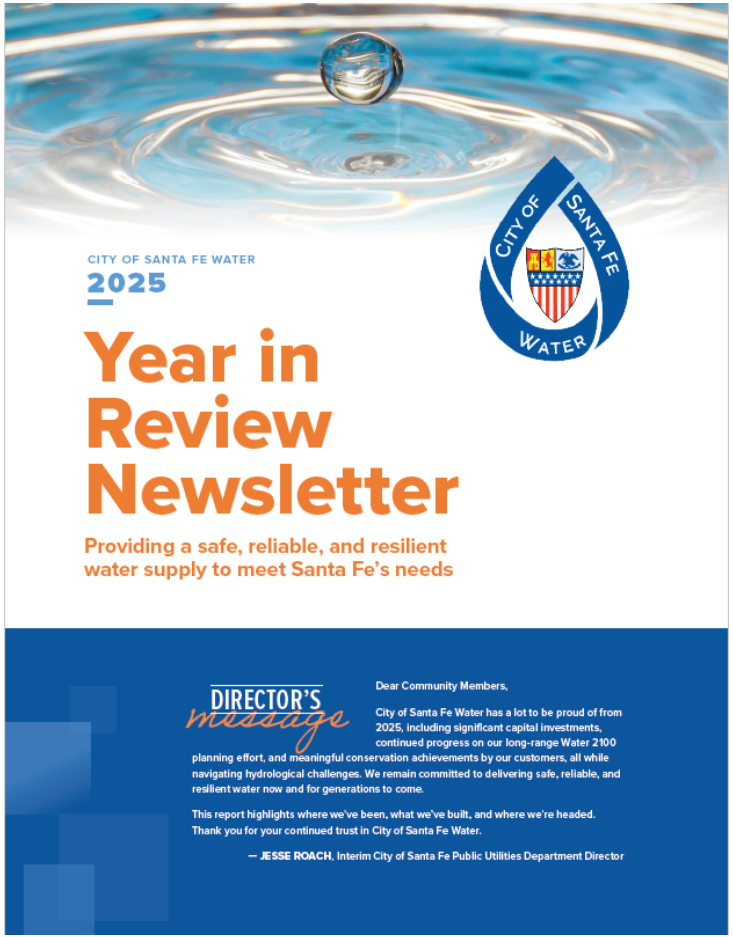
- What's Up With Water?



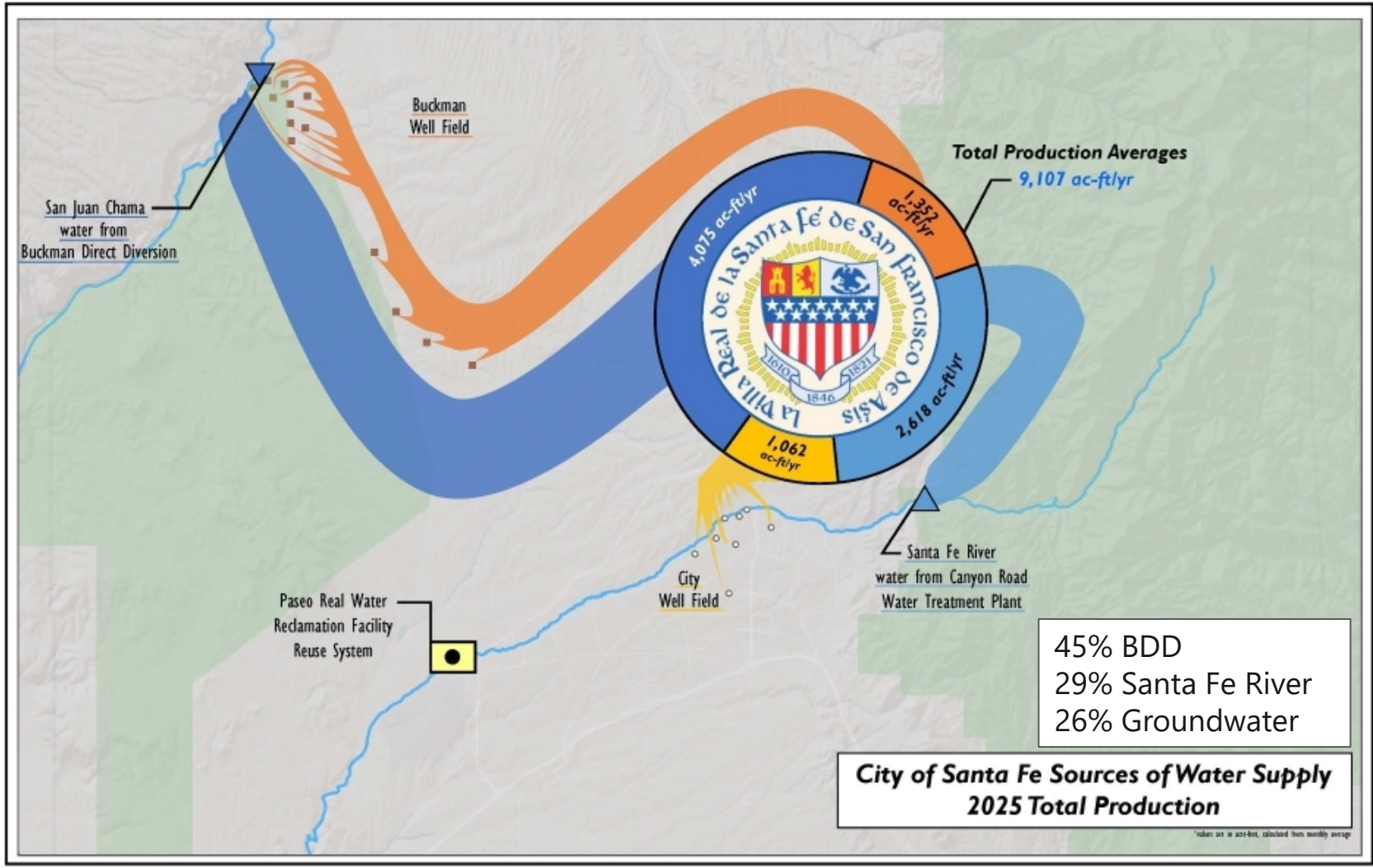
2025 City of Santa Fe Water Newsletter and Annual Report

Available at https://santafenm.gov/water

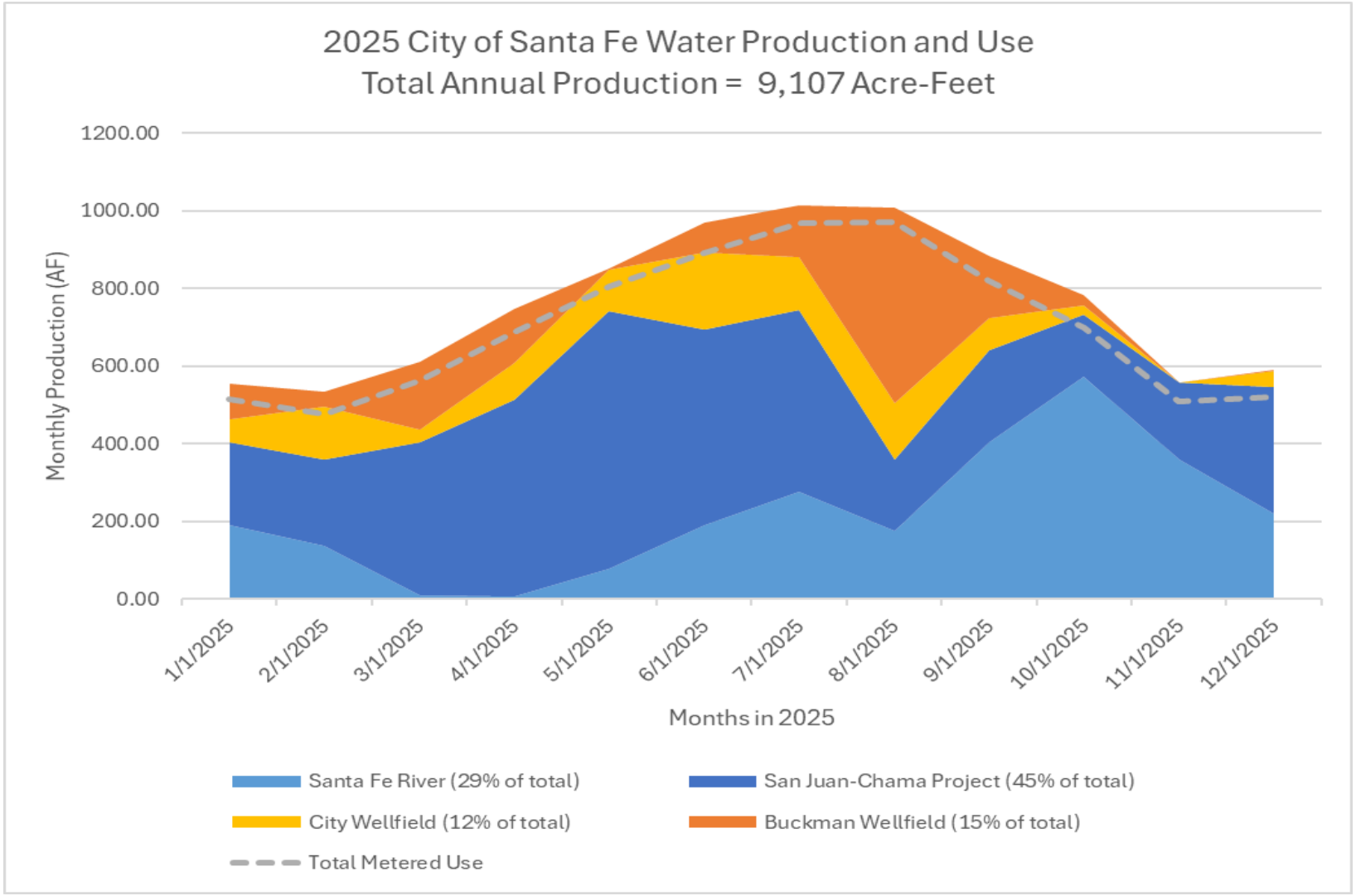


- First year trying newsletter format
- Newsletter is 8 pages focused on 2025 highlights
- Annual report, which meets code requirements is 16 pages of information that doesn't change much from year to year

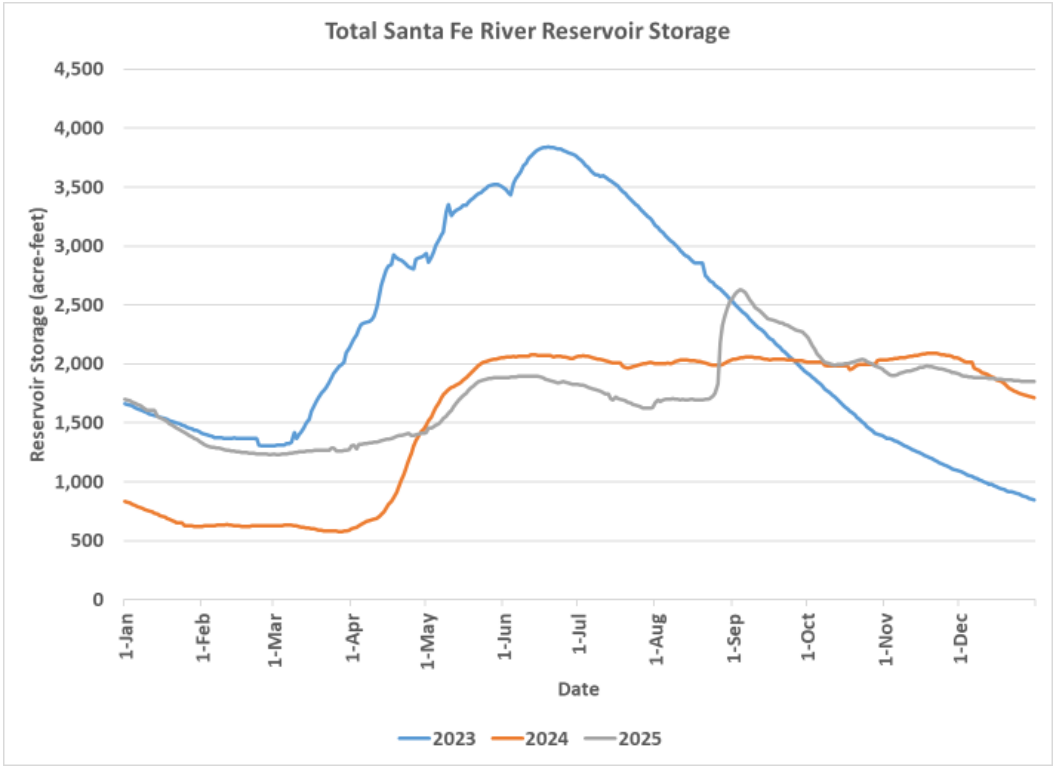
2025 Sources of supply

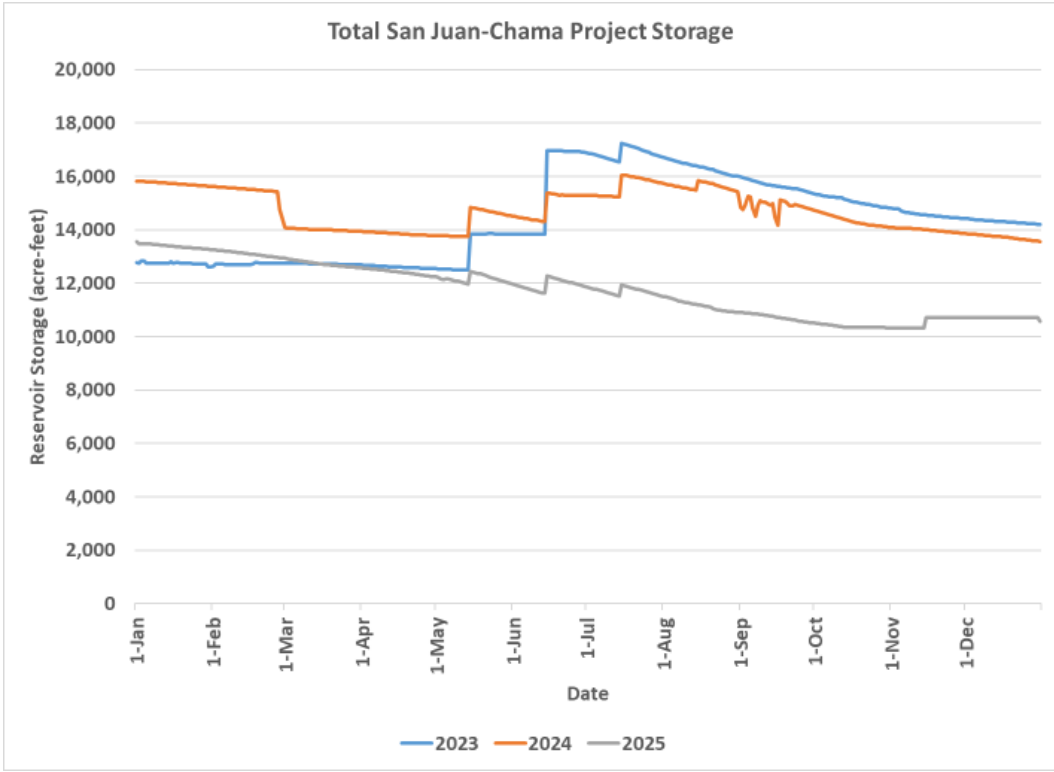


2025 Water Production and Use



2025 Reservoir Storage





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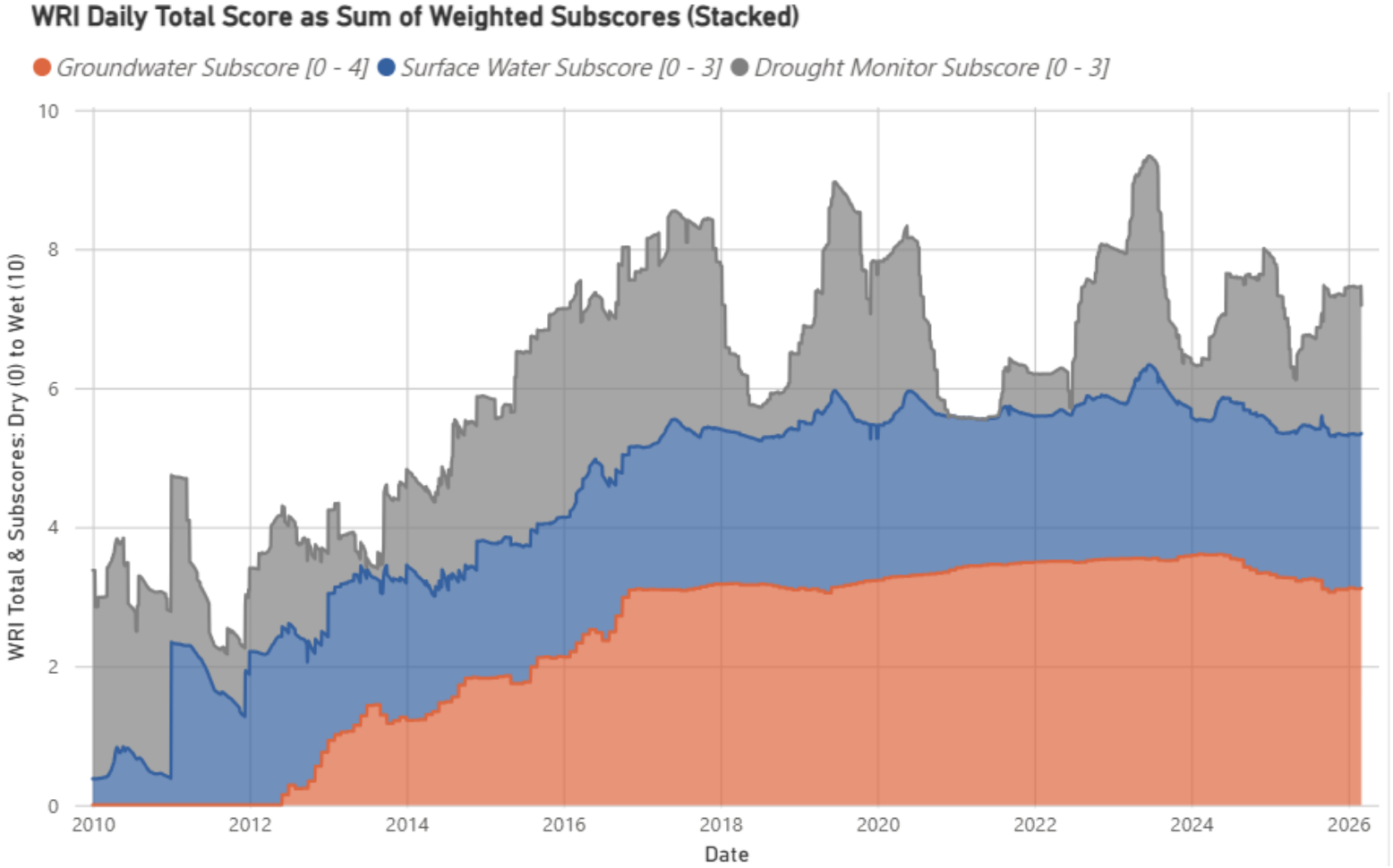

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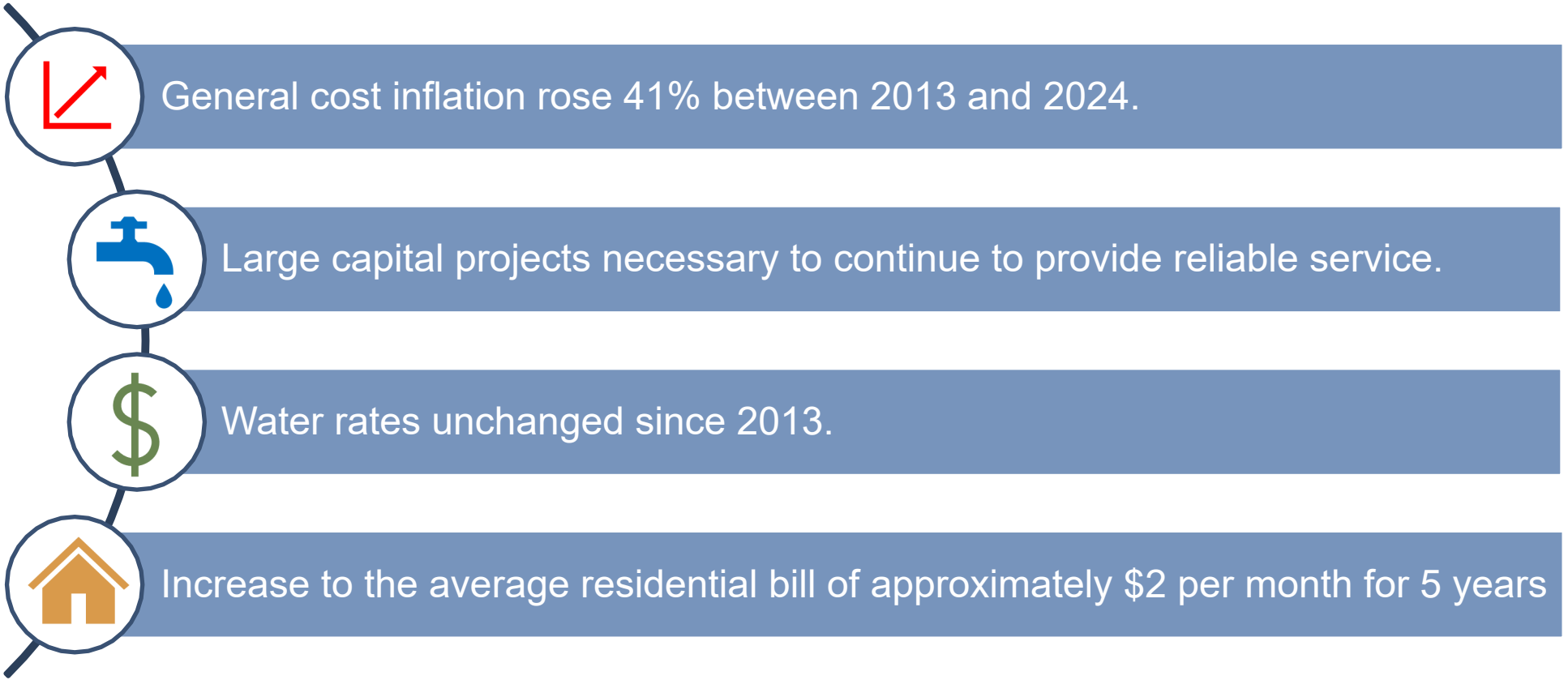

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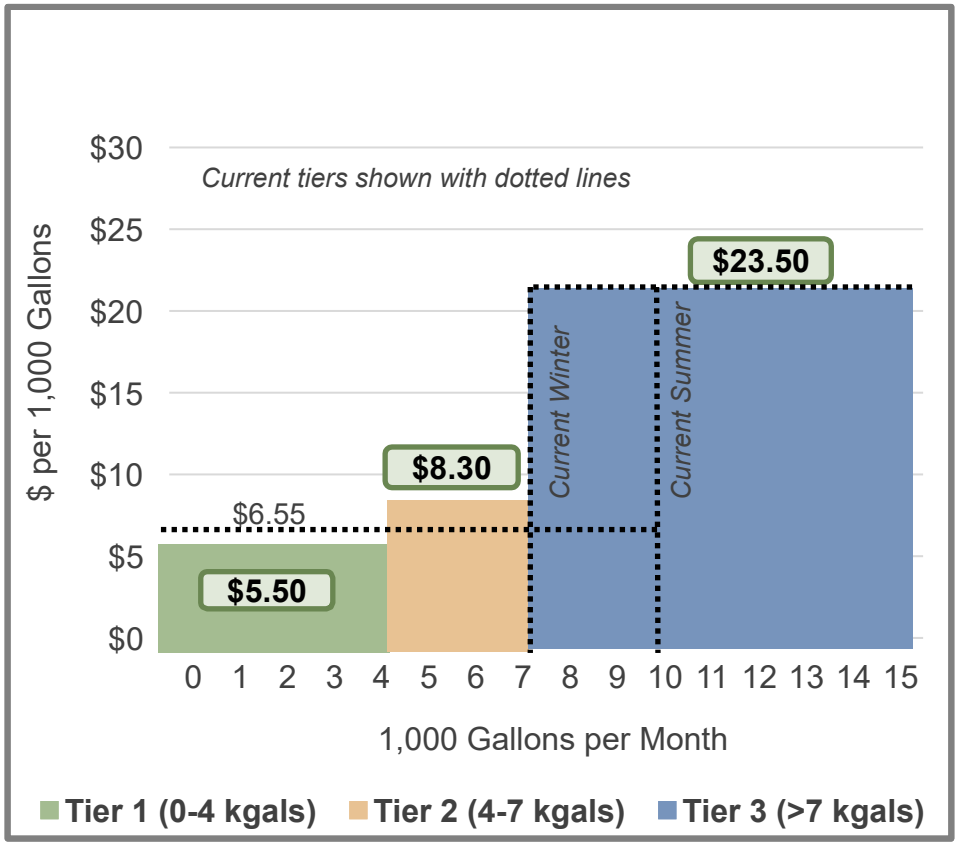

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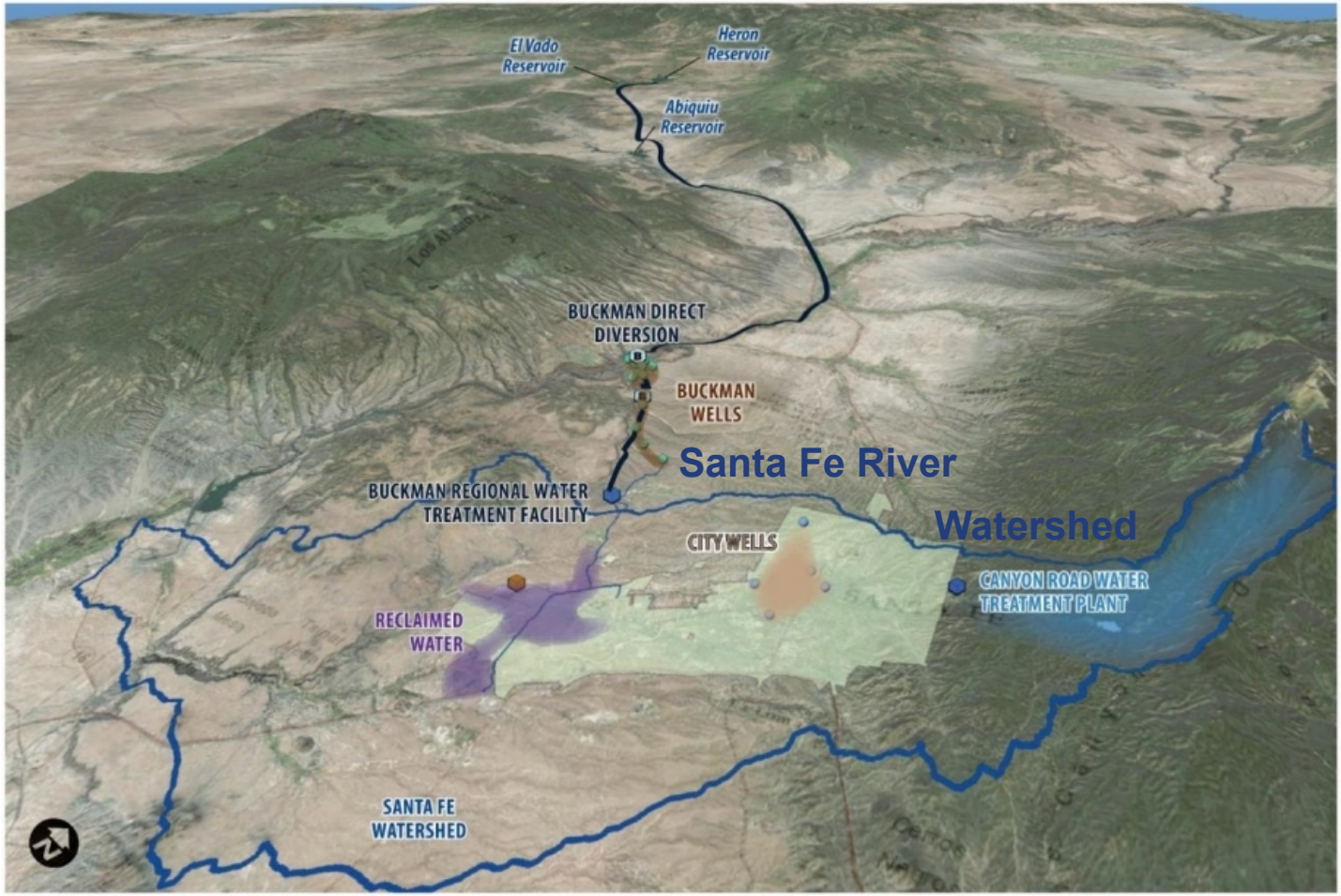

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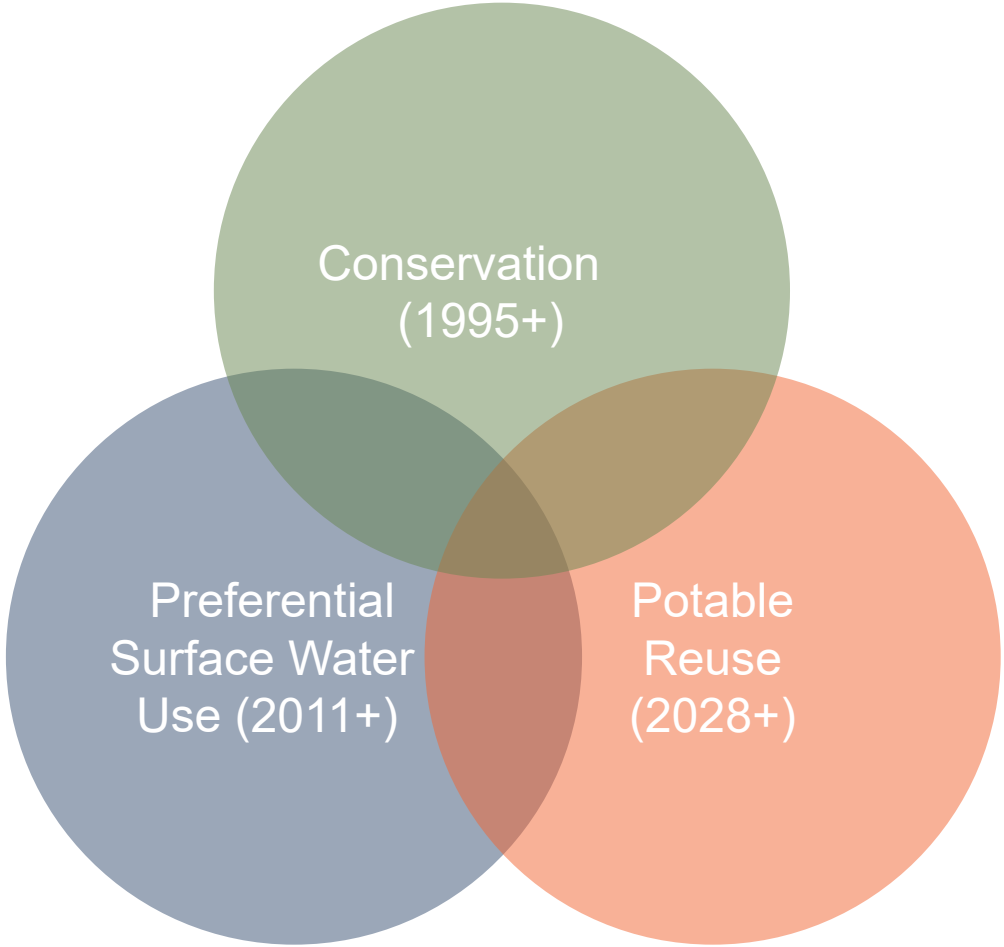

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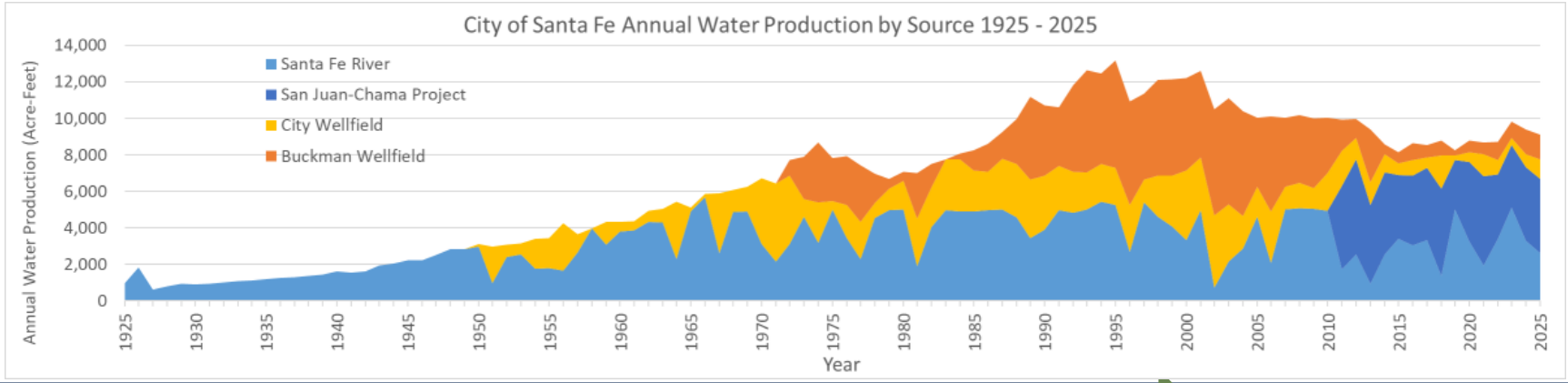

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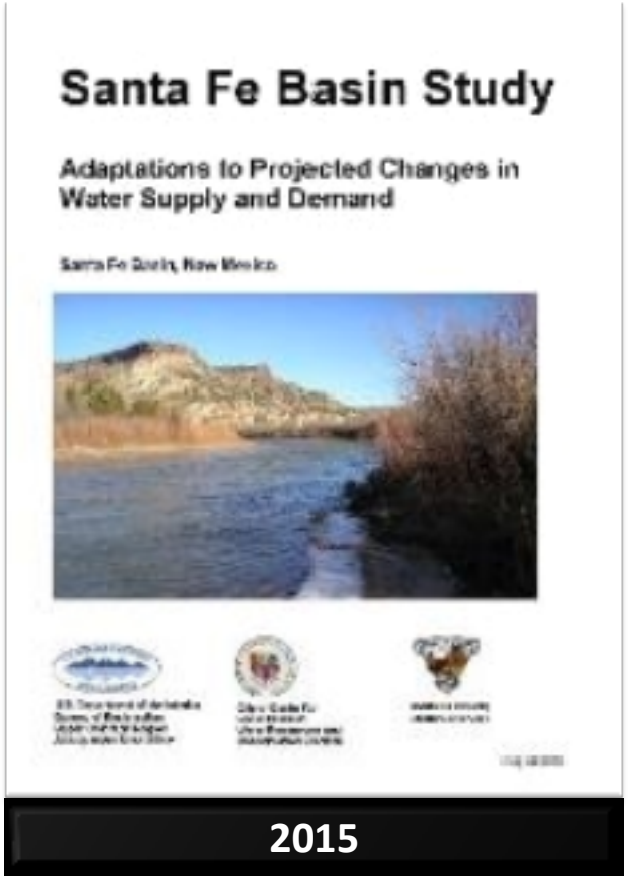
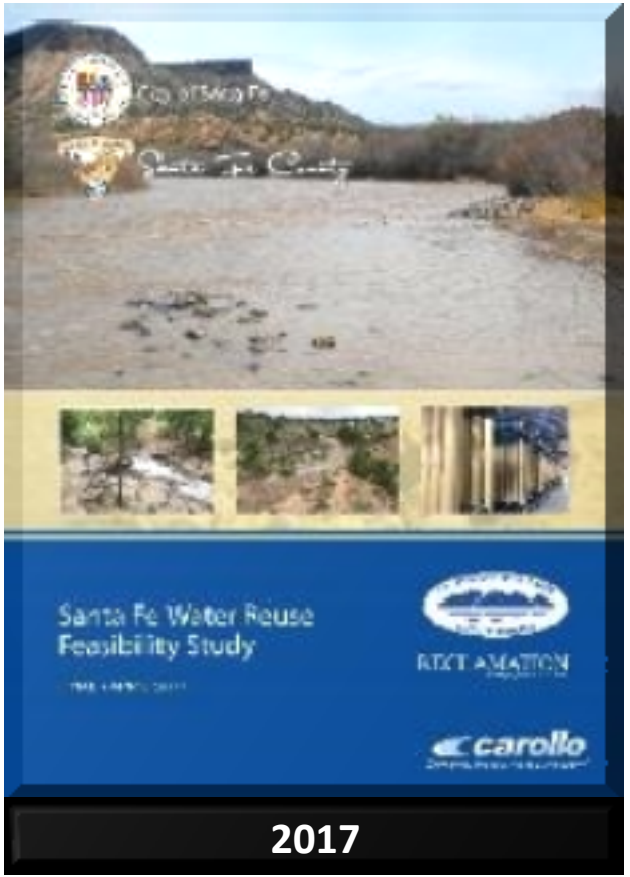
Planning efforts that brought us to potable reuse



2015



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San Juan Chama Project

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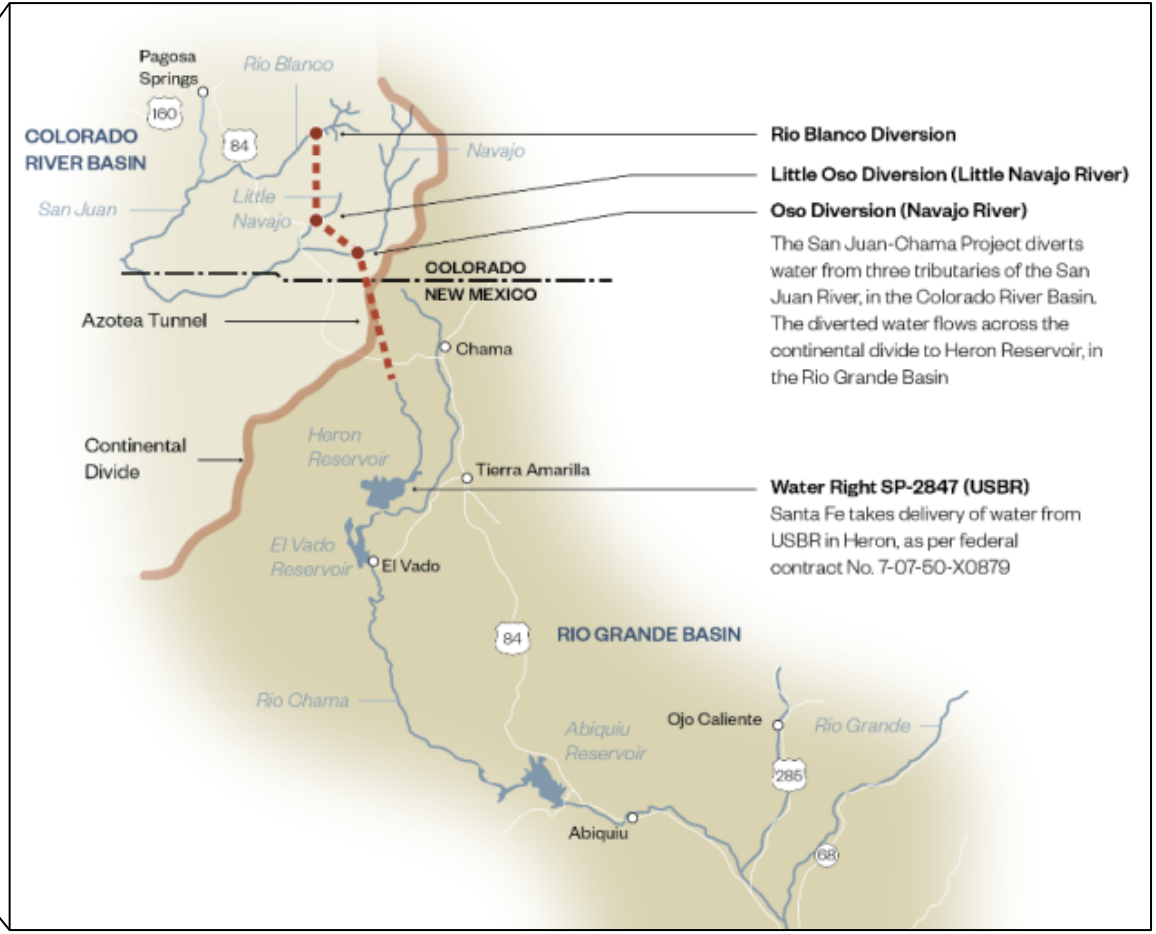

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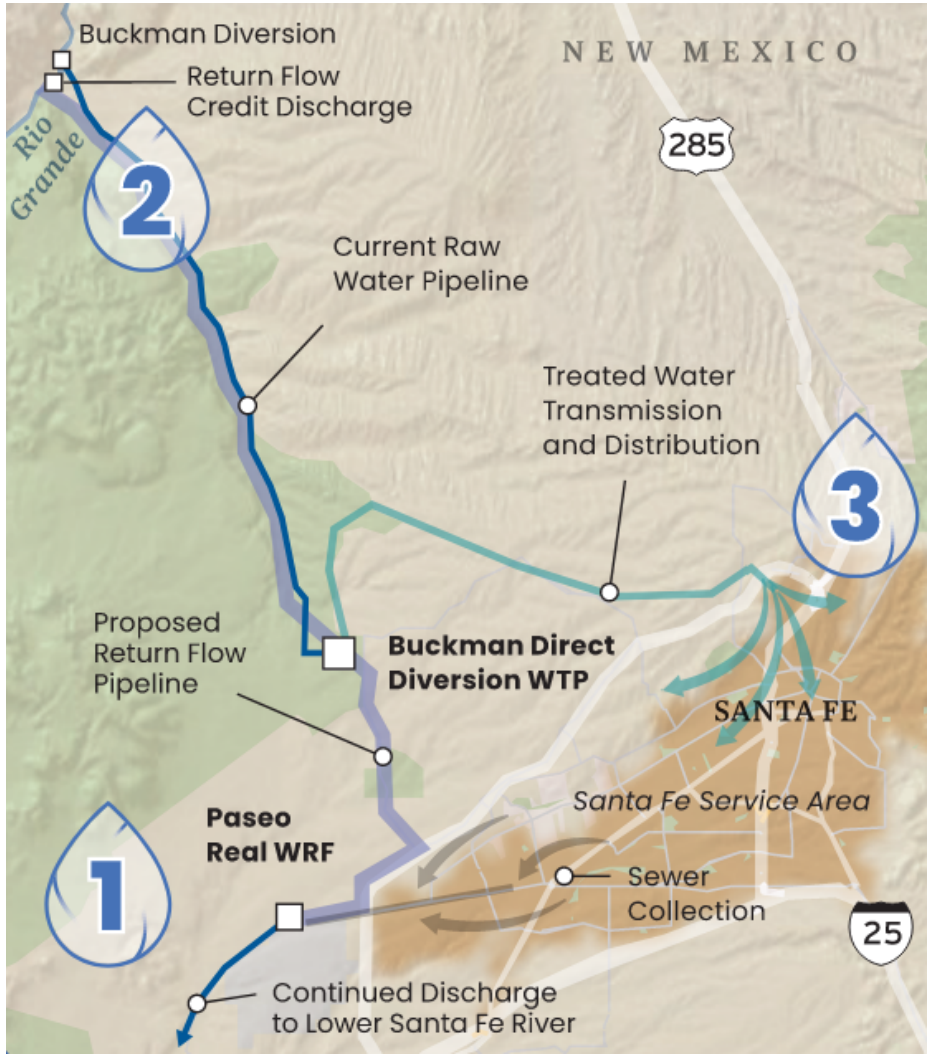
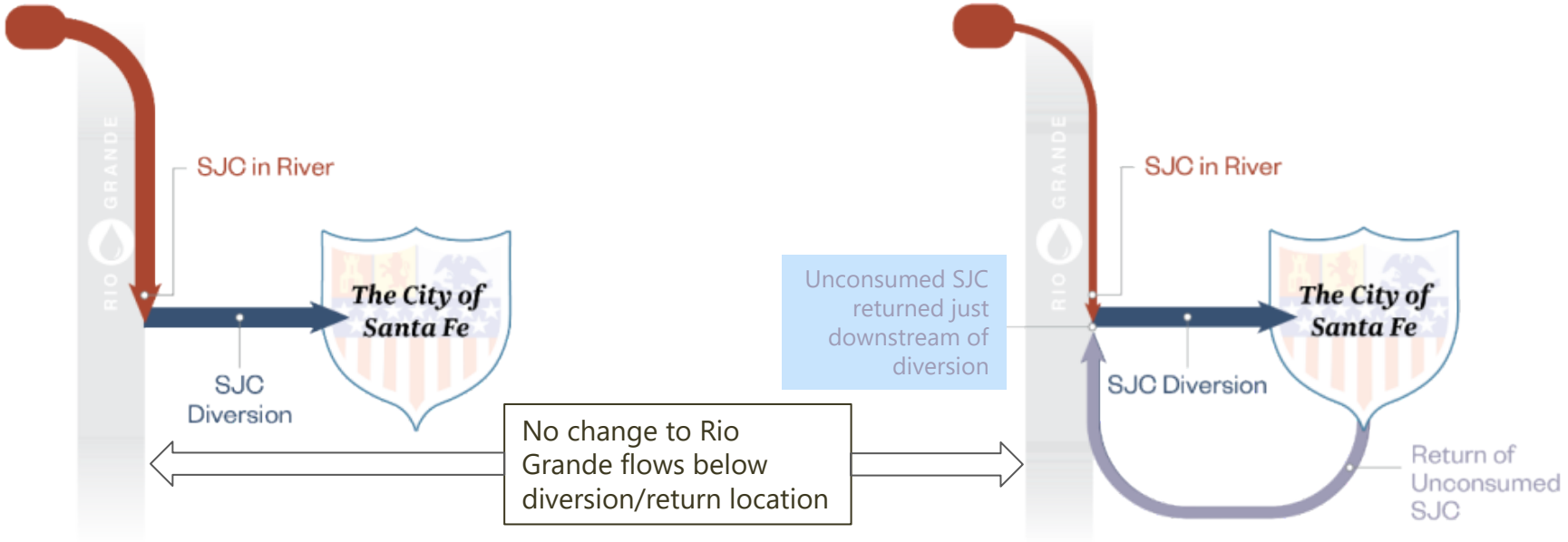


San Juan Chama Return Flow Project

Full consumption of SJC water

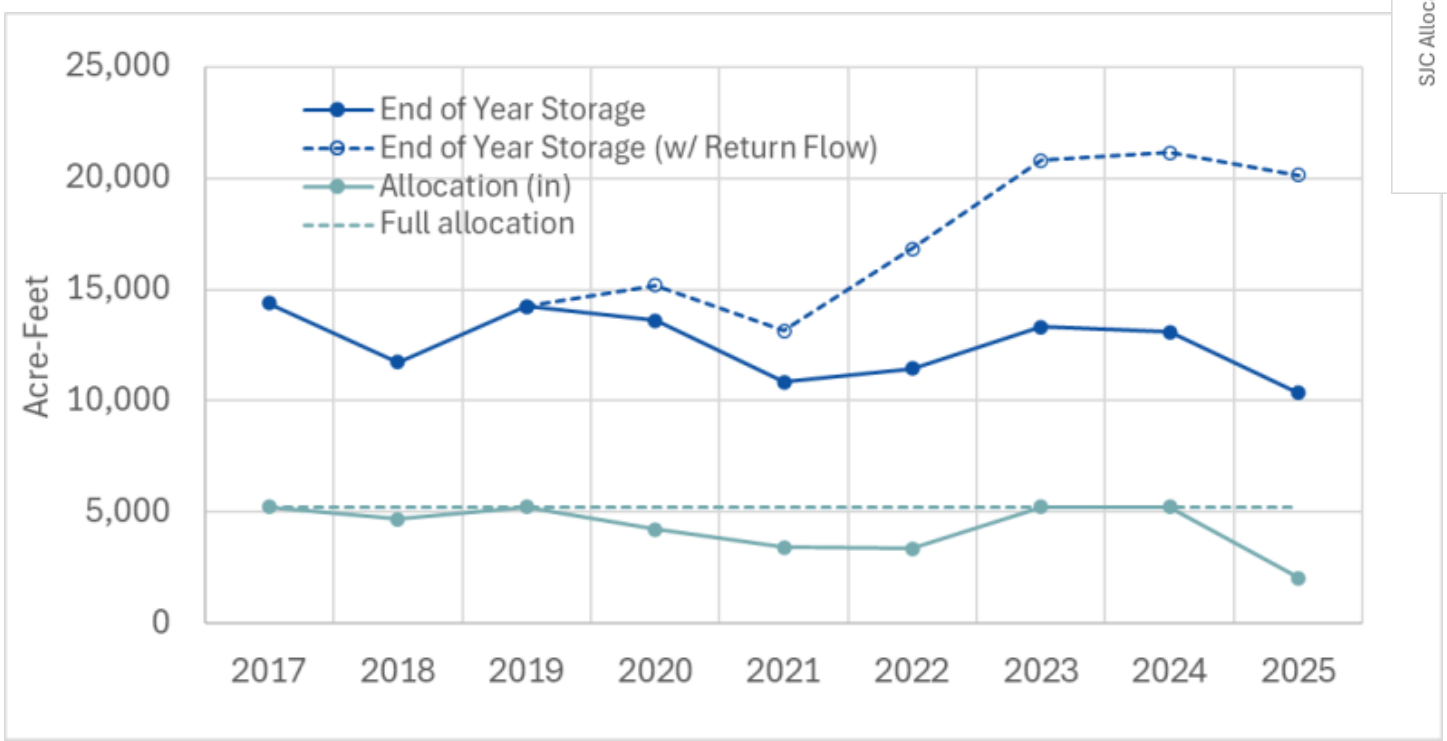
- Goal: Achieve full consumption of San Juan Chama (SJC) water by getting credit for returning unconsumed SJC water to the Rio Grande.

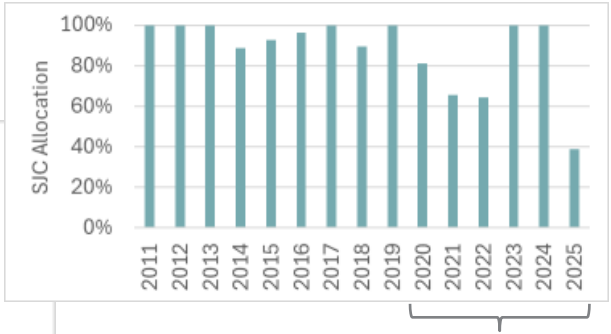


Current: all diversions at BDD from upstream reservoir releases

With project: same diversions at BDD with less release from upstream reservoirs. River "made whole" with effluent return.

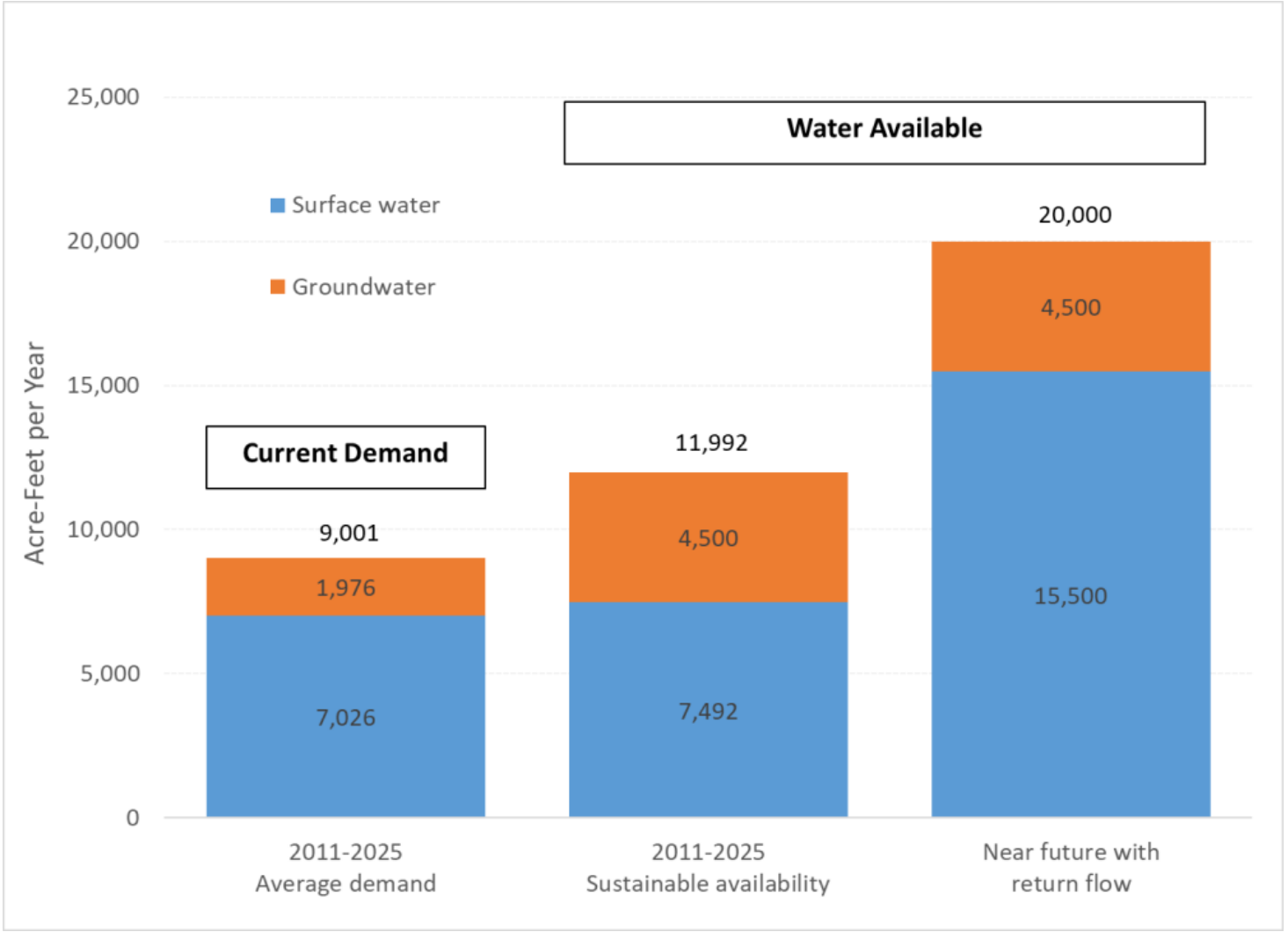
San Juan-Chama Storage, With Hypothetical Return Flow Starting in 2020





Hypothetical Return Flow Period (lowest allocations)

Adding (indirect) Potable Reuse to our Paradigm Quiver

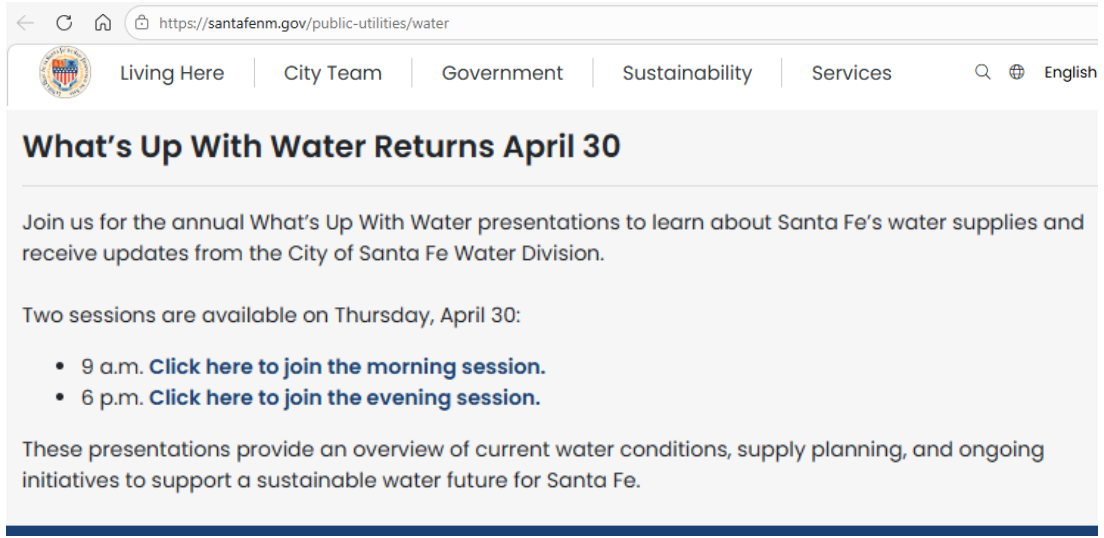


What's Up With Water? April 30th 9am and 6pm

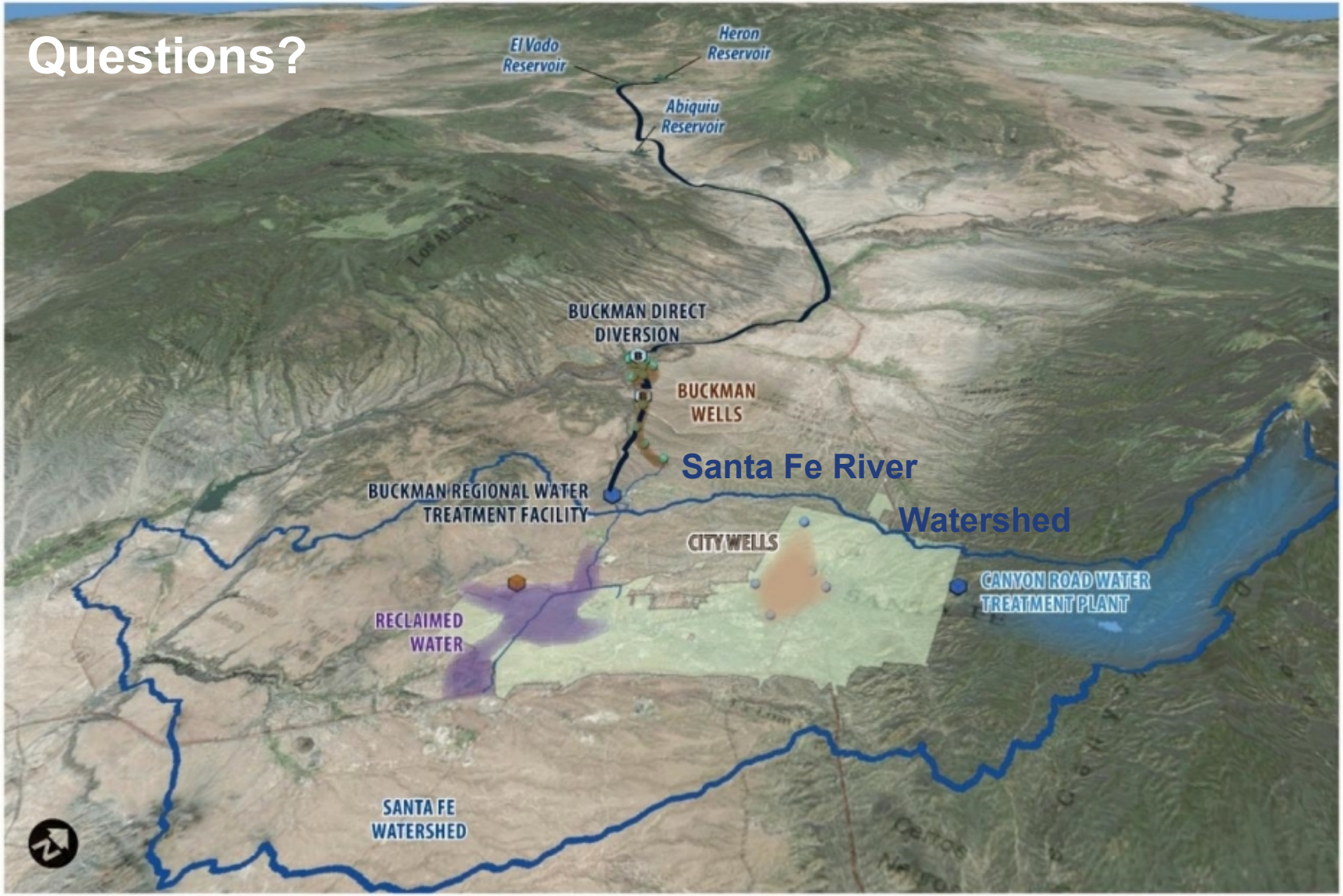
In the interest of time, not discussing the current status of long-range water resources planning here

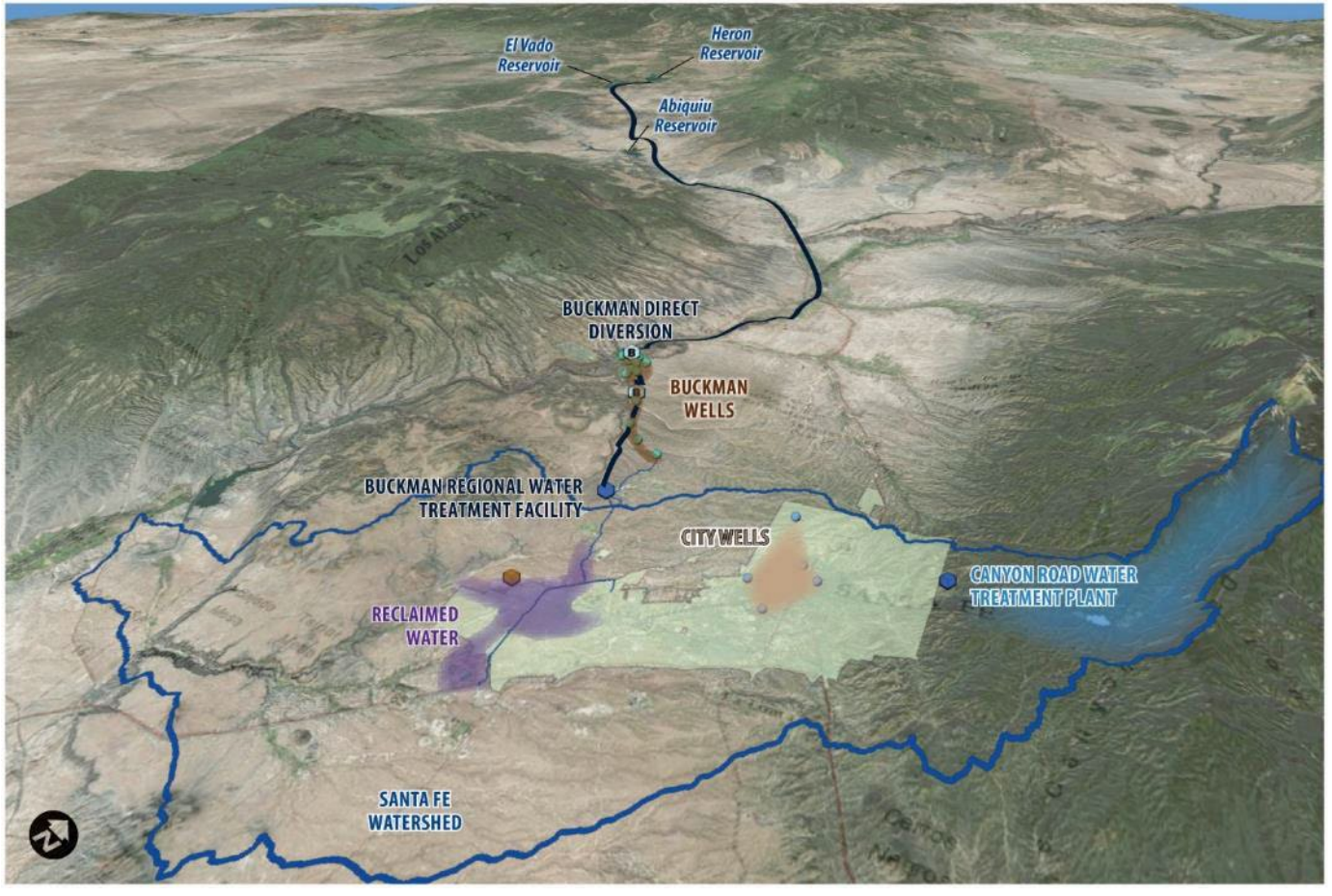
Tomorrow, at 9am and 6pm (same material presented each time) we will cover that and take a deeper dive on much of what was presented here, please join if you can.

Webinar links available at https://santafenm.gov/water



Questions?


El Vado Reservoir
Heron Reservoir
Abiquiu Reservoir
BUCKMAN DIRECT DIVERSION
BUCKMAN WELLS
Santa Fe River Watershed
BUCKMAN REGIONAL WATER TREATMENT FACILITY
CITY WELLS
CANYON ROAD WATER TREATMENT PLANT
RECLAIMED WATER
SANTA FE WATERSHED



City of Santa Fe Water Annual Update 2026

April 2026

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  - Non potable water resource
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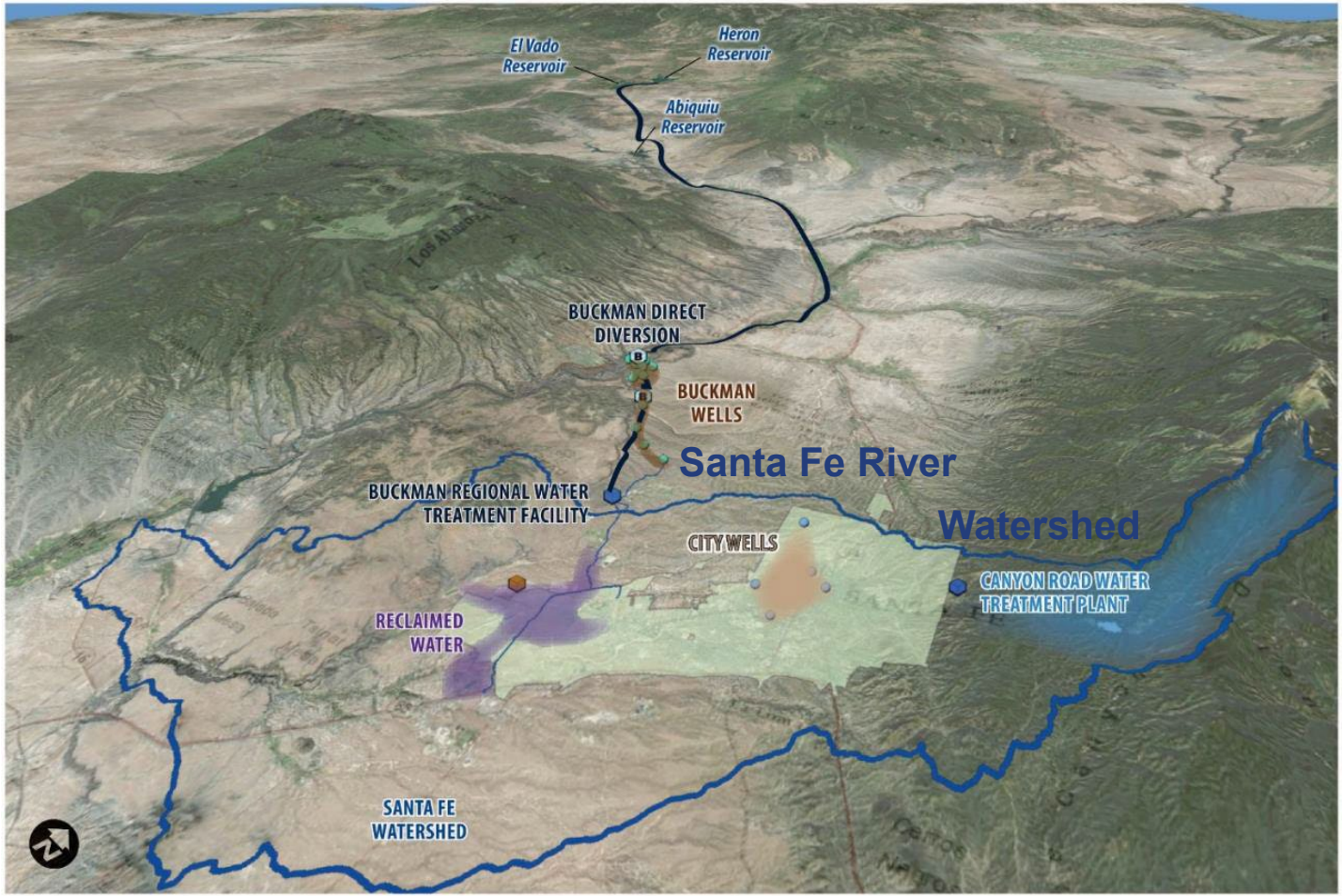
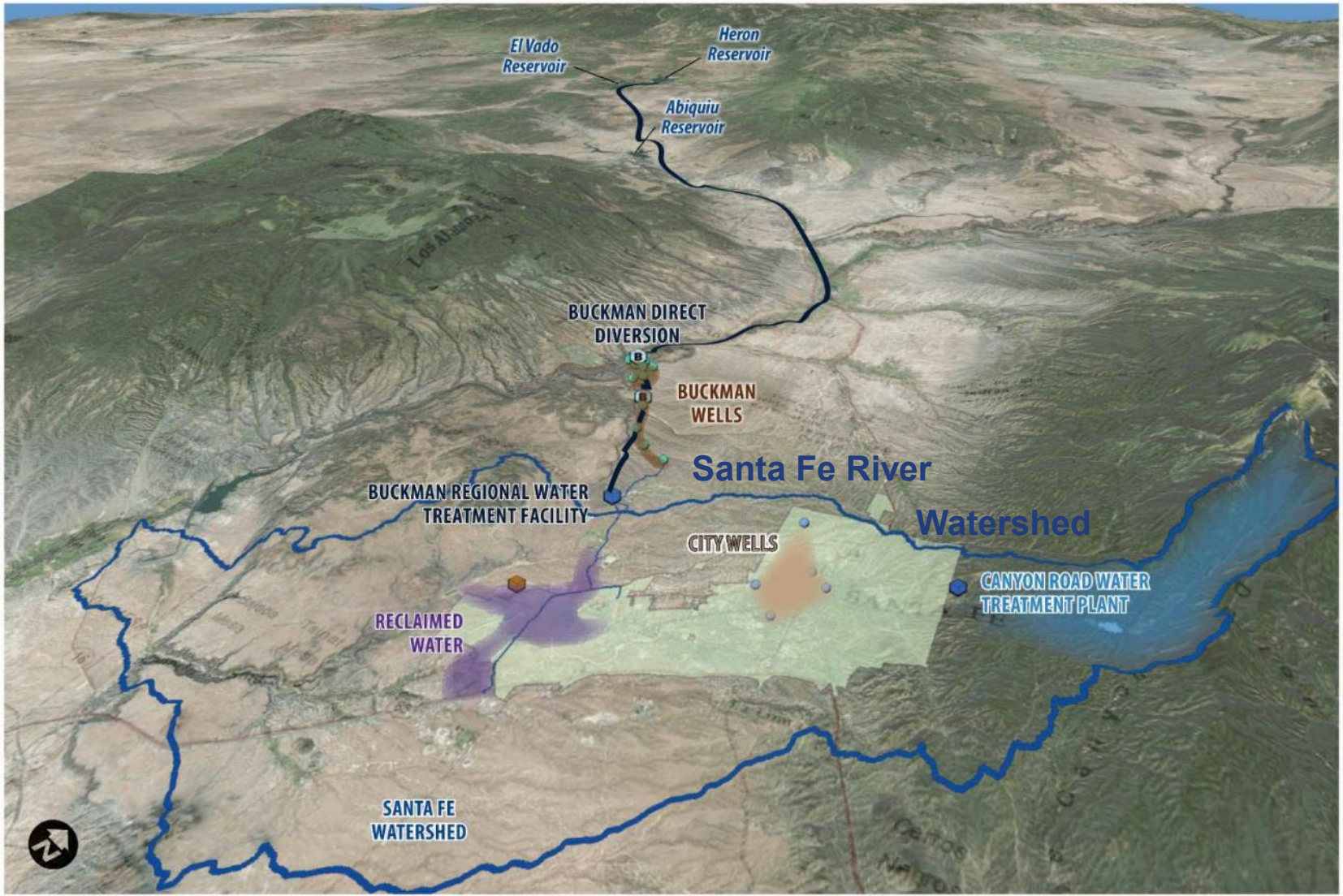
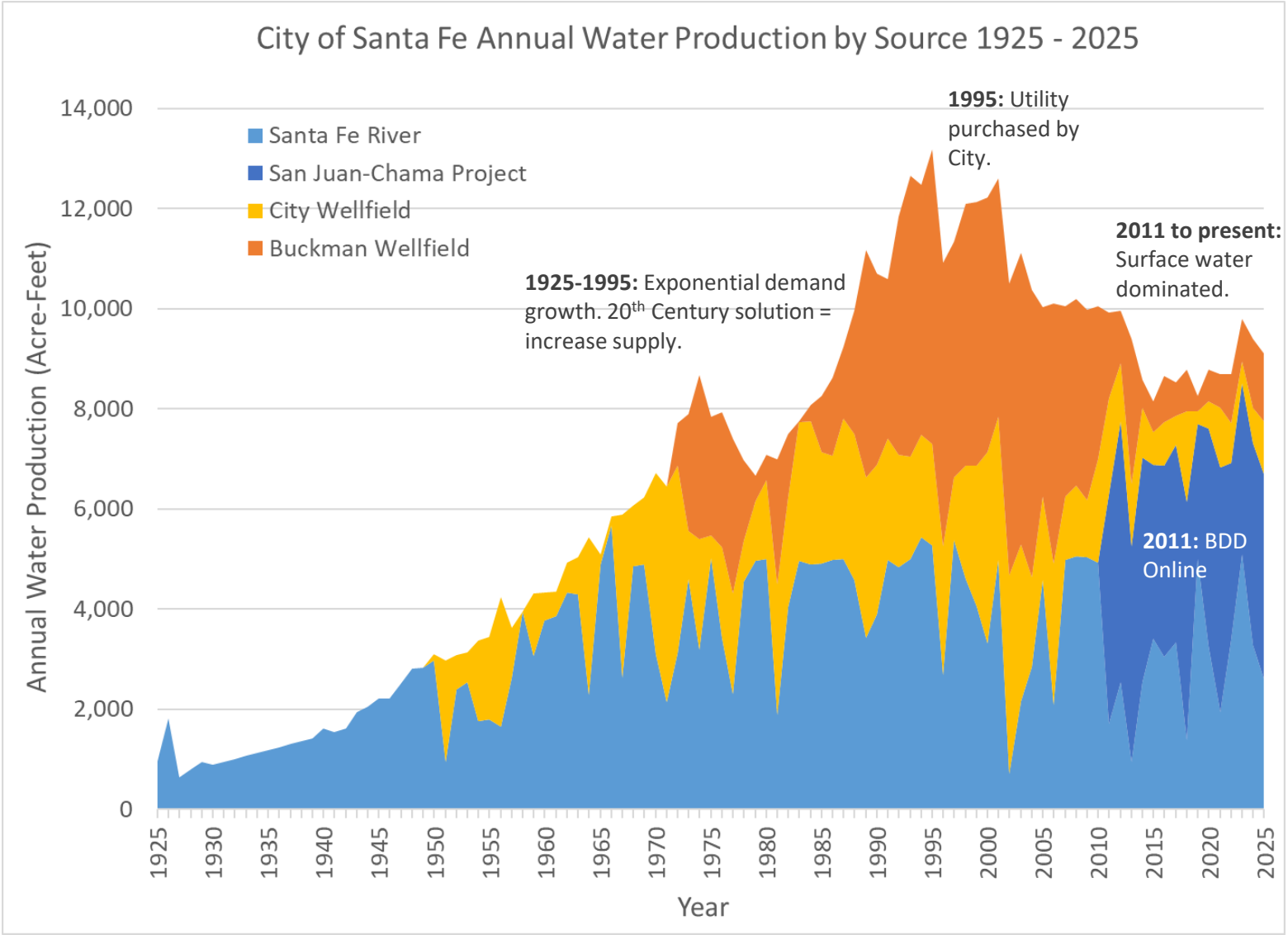


The System

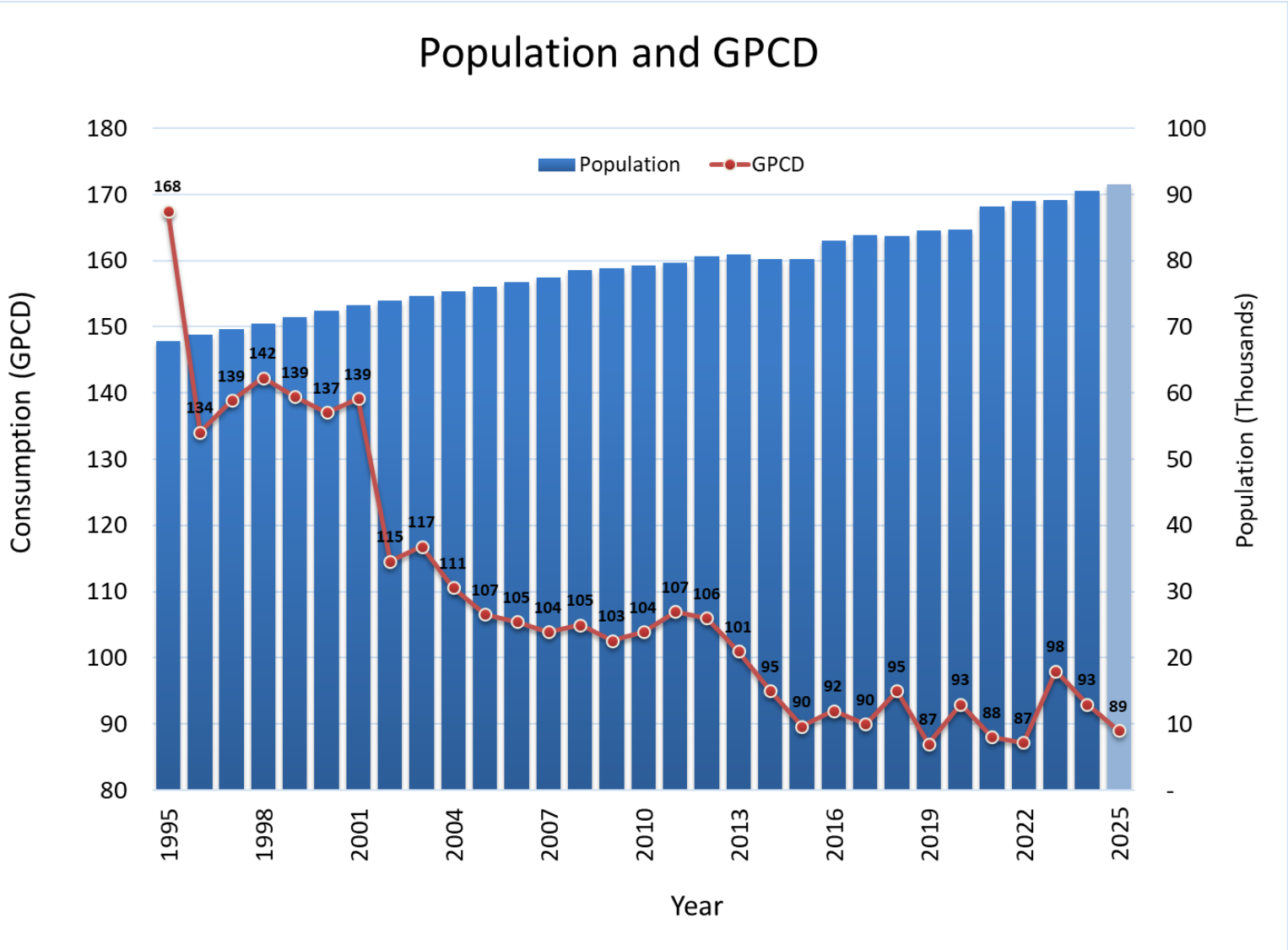
- 4 Potable Sources
  - Santa Fe River
  - City Wells
  - Buckman Wells
  - BDD
- BDD jointly owned
  - City
  - County
  - Las Campanas
- San Juan Chama
  - City diverts Colorado River water from the Rio Grande at BDD
- Non-potable resource



CoSF Water Past: A Picture Is Worth…



Water Conservation Success



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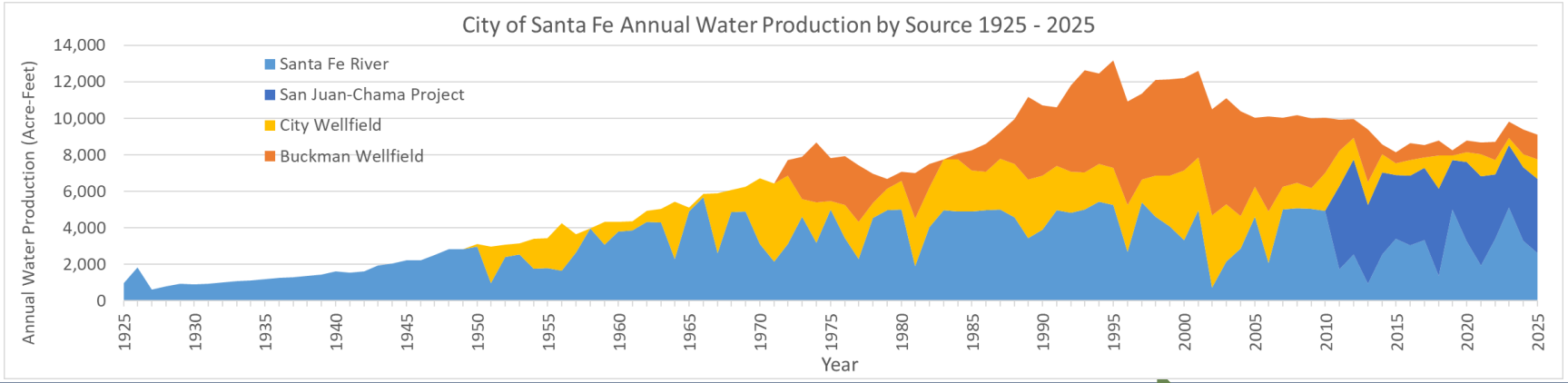

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Extractive
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Groundwater Expansion

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90's planning
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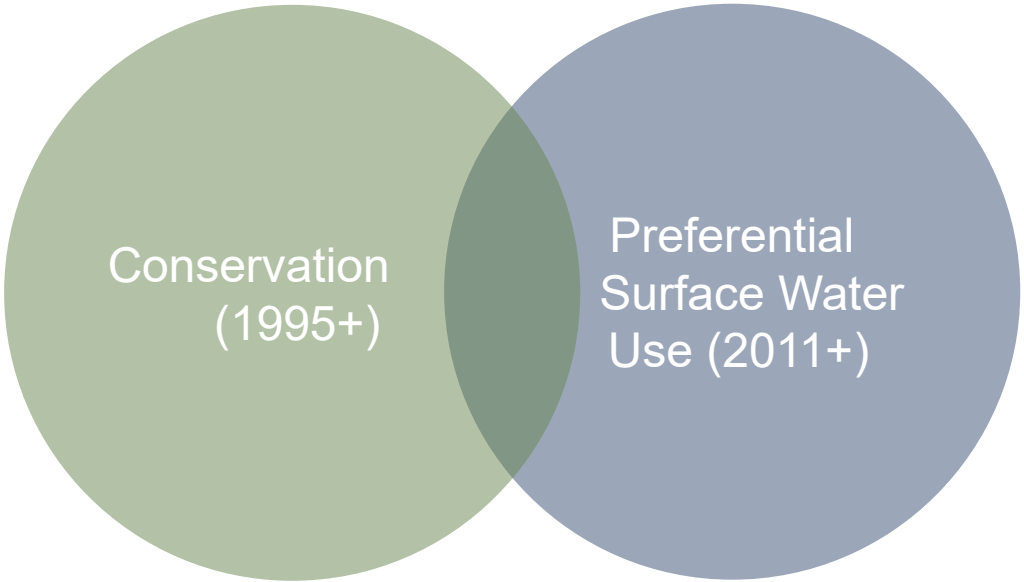
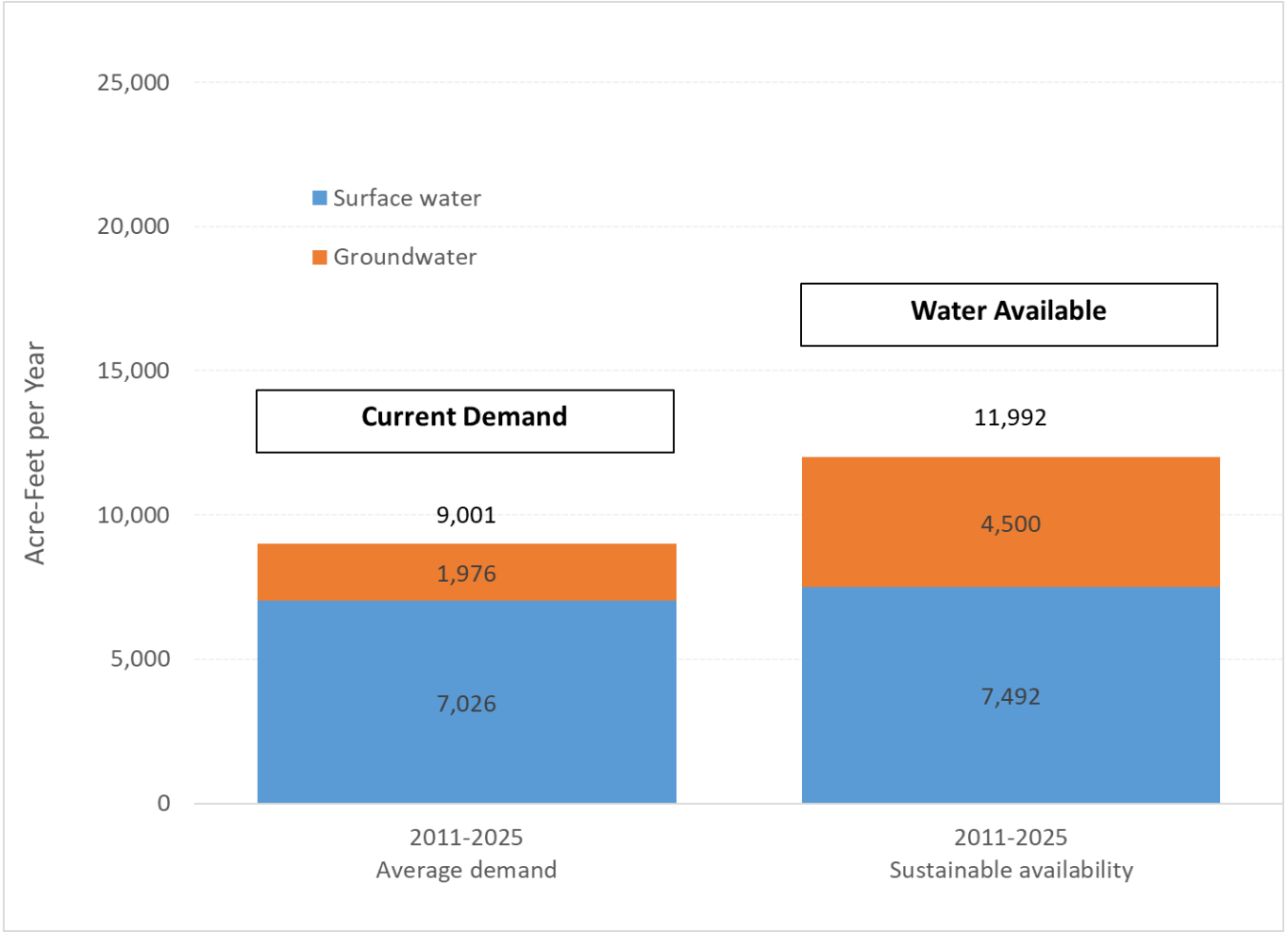
Two water management paradigm shifts 1995 - 2011

Conservation and Preferential Surface Water Use



Current Demand and Supply (average of last 15 years)



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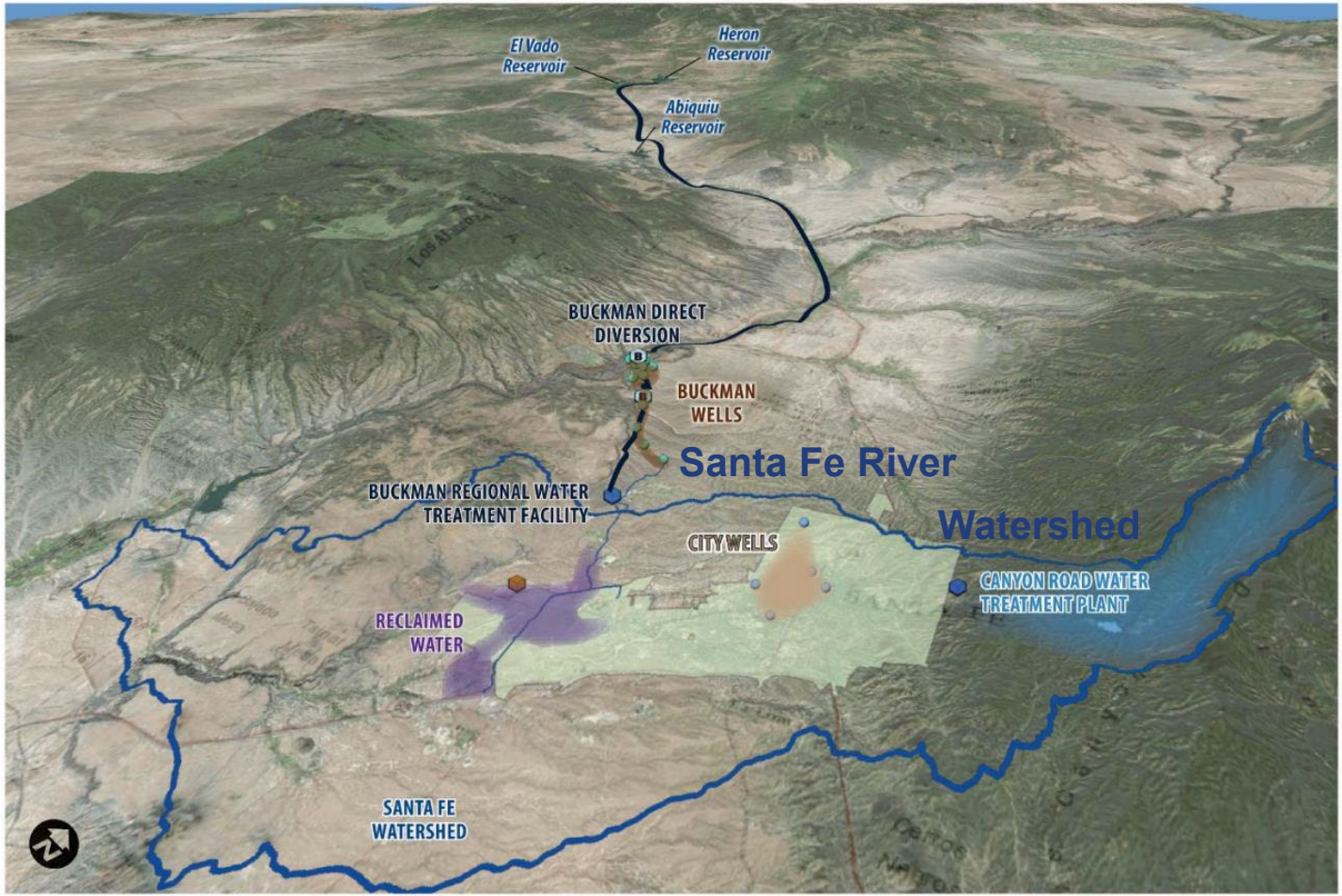
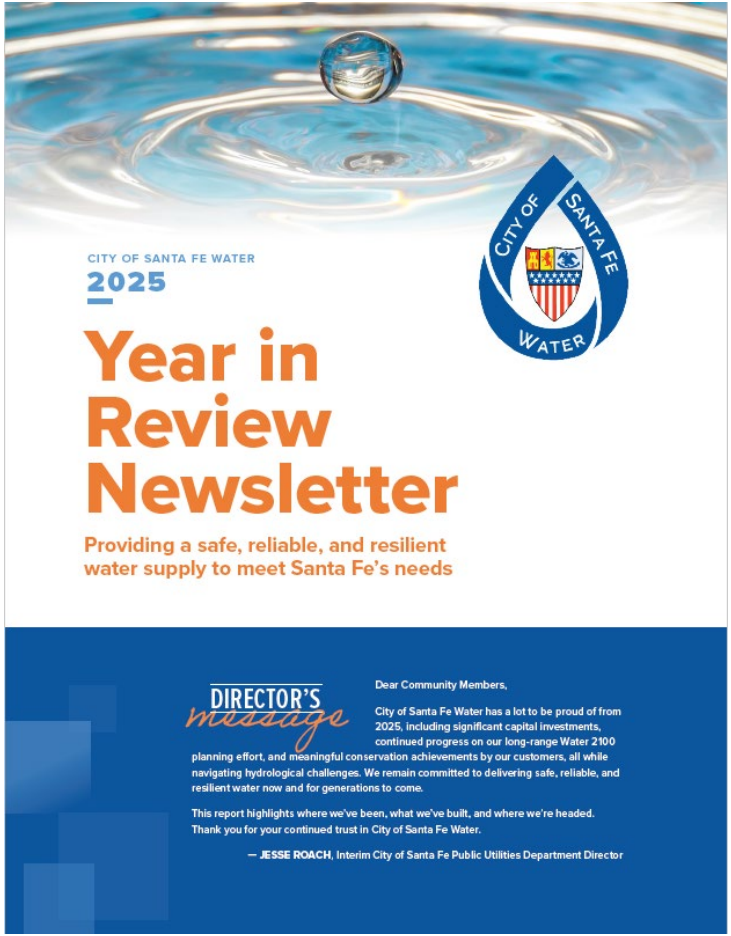


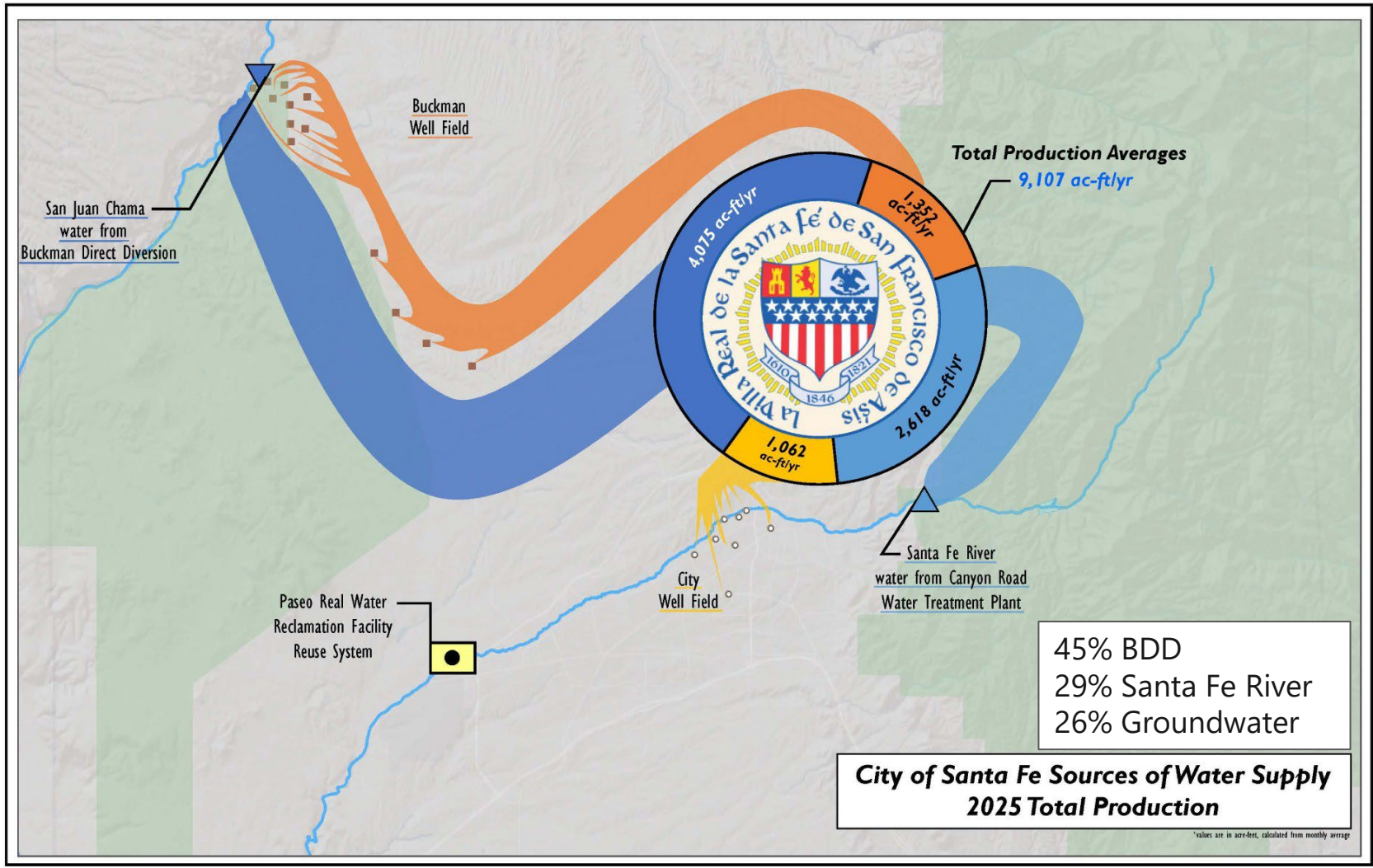
2025 City of Santa Fe Water Newsletter and Annual Report

Available at https://santafenm.gov/water



- First year trying newsletter format
- Newsletter is 8 pages focused on 2025 highlights
- Annual report, which meets code requirements is 16 pages of information that doesn't change much from year to year

2025 Sources of supply



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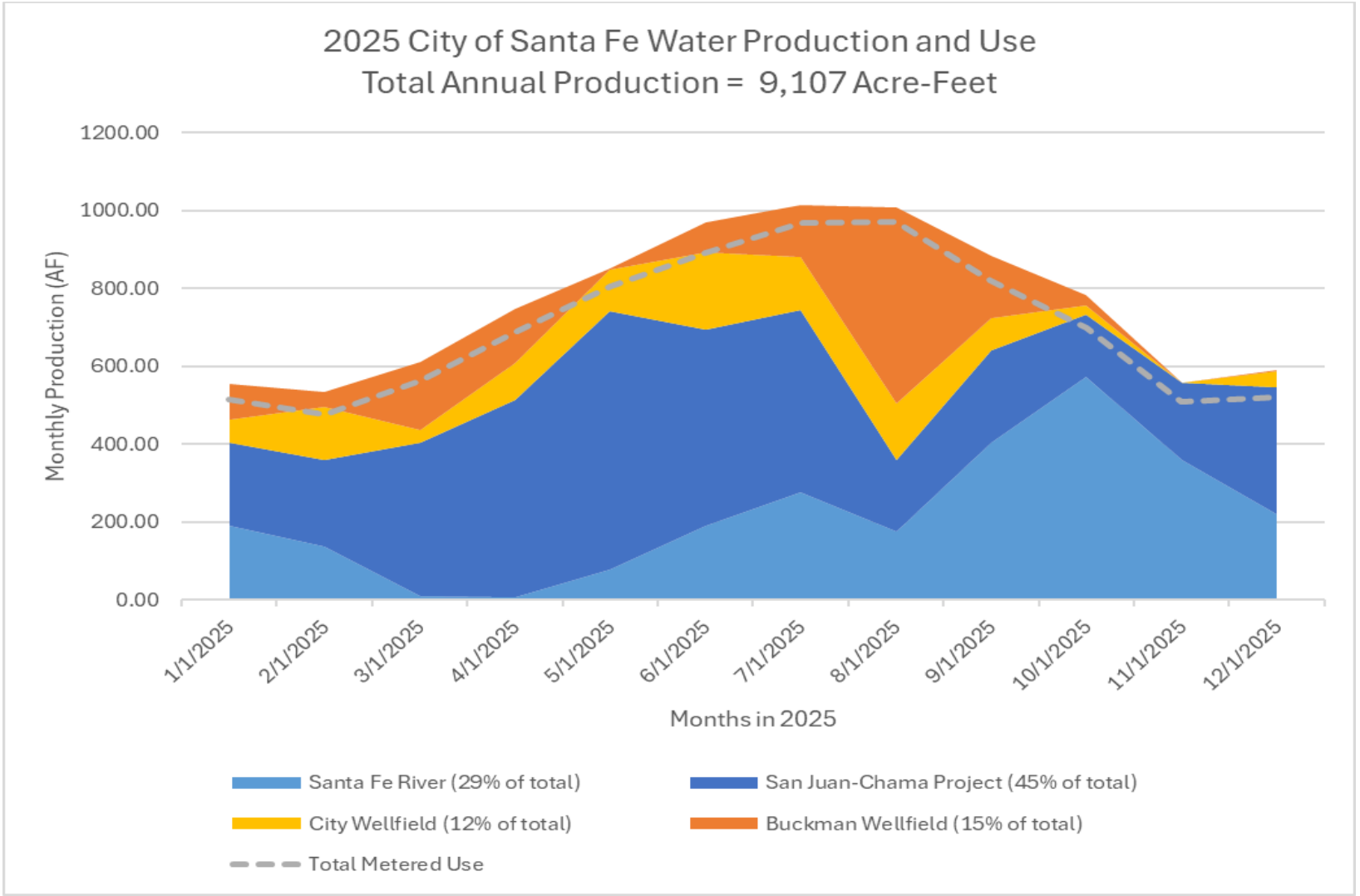

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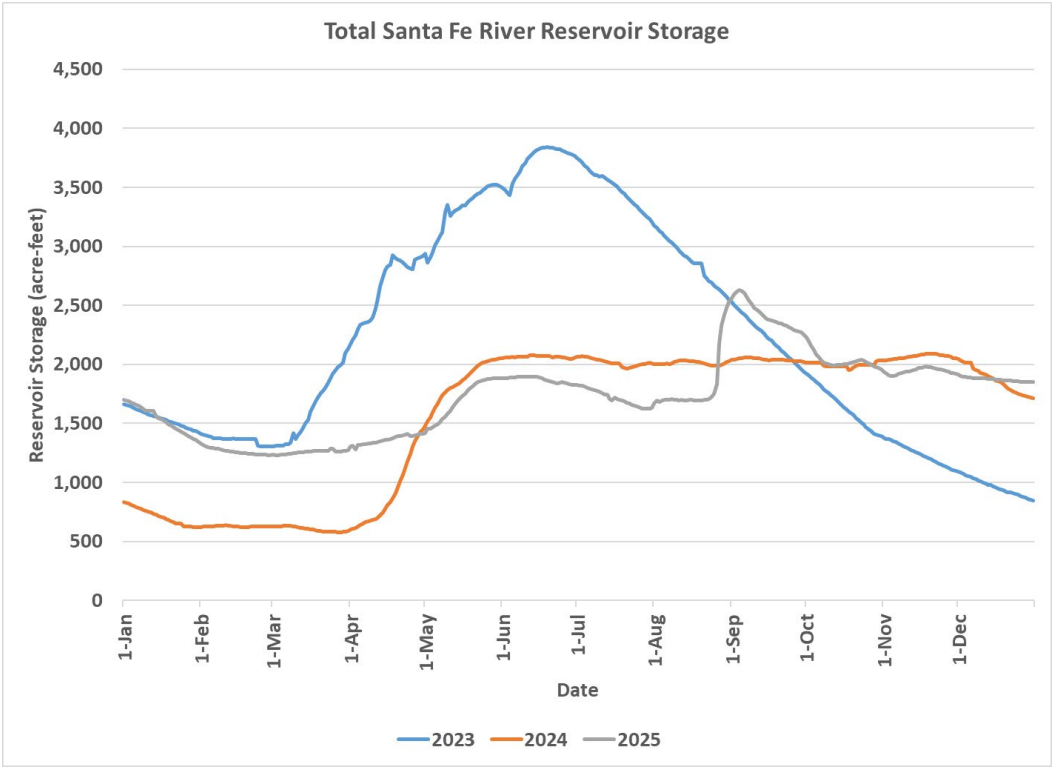

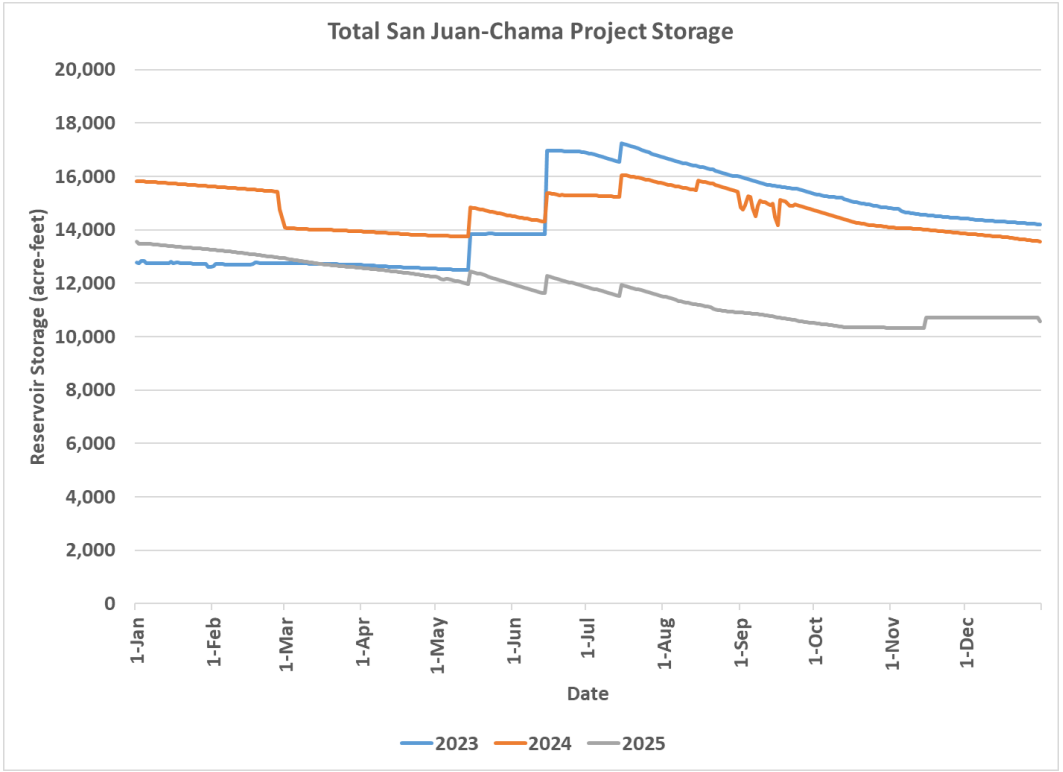

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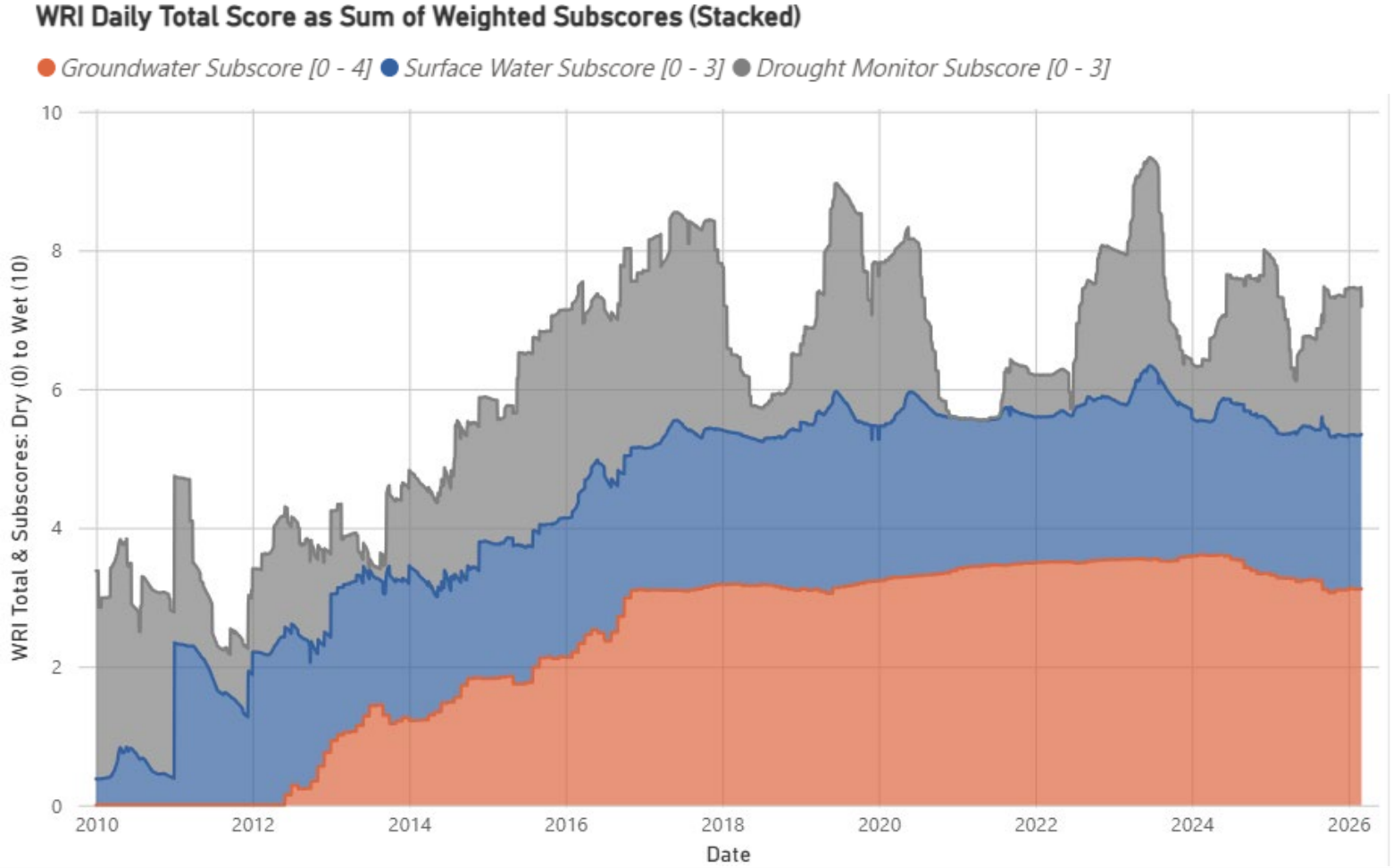

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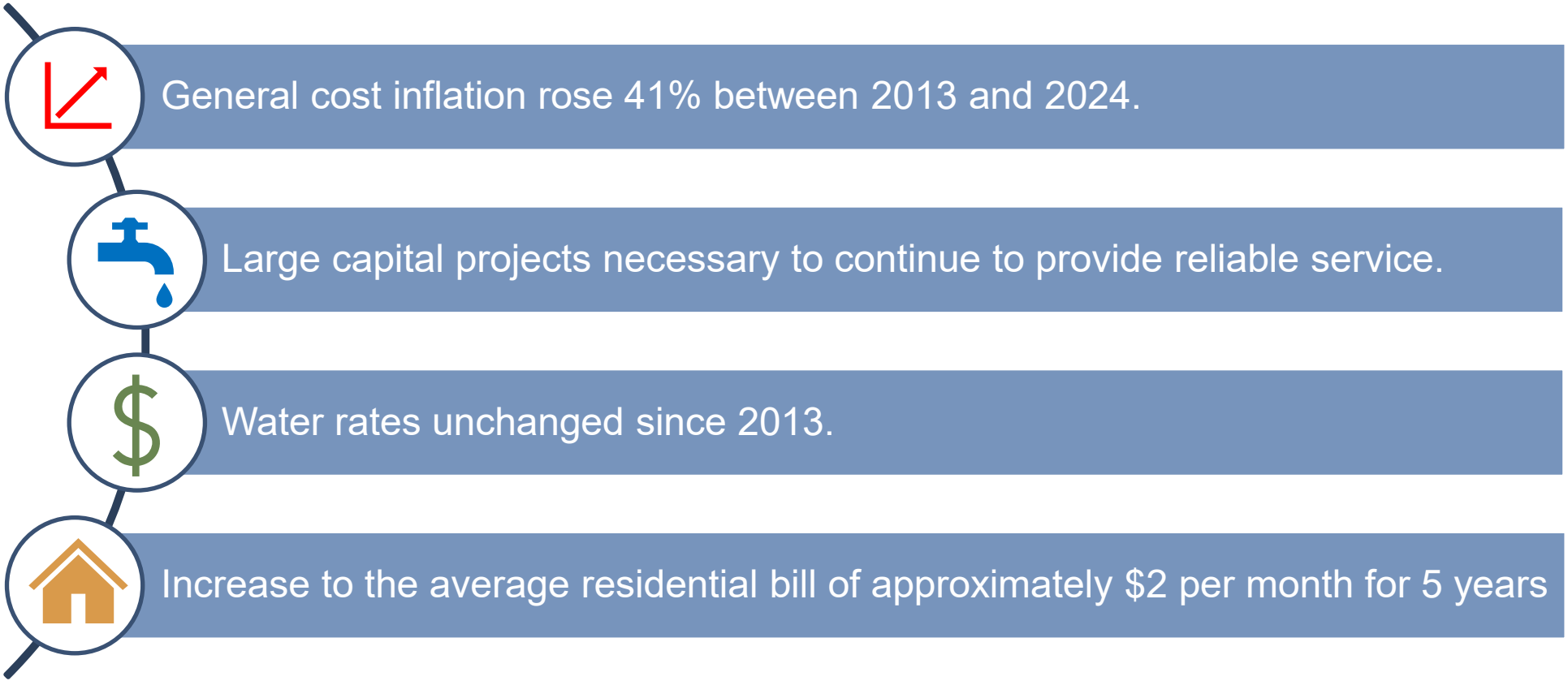

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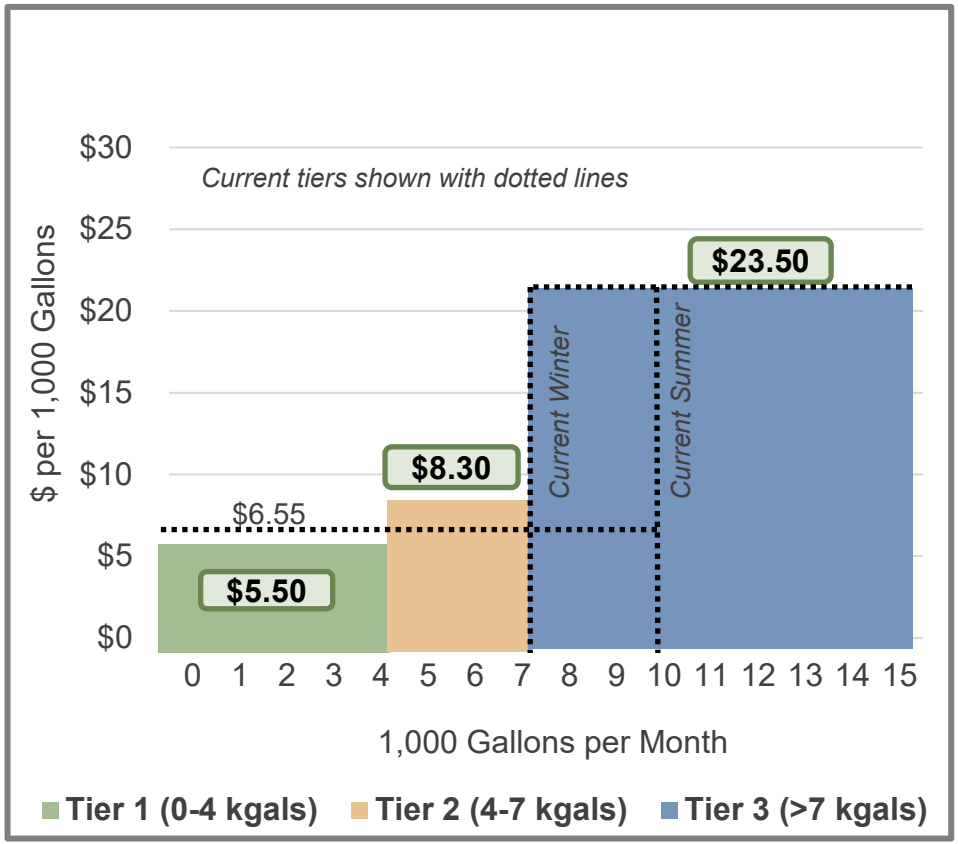

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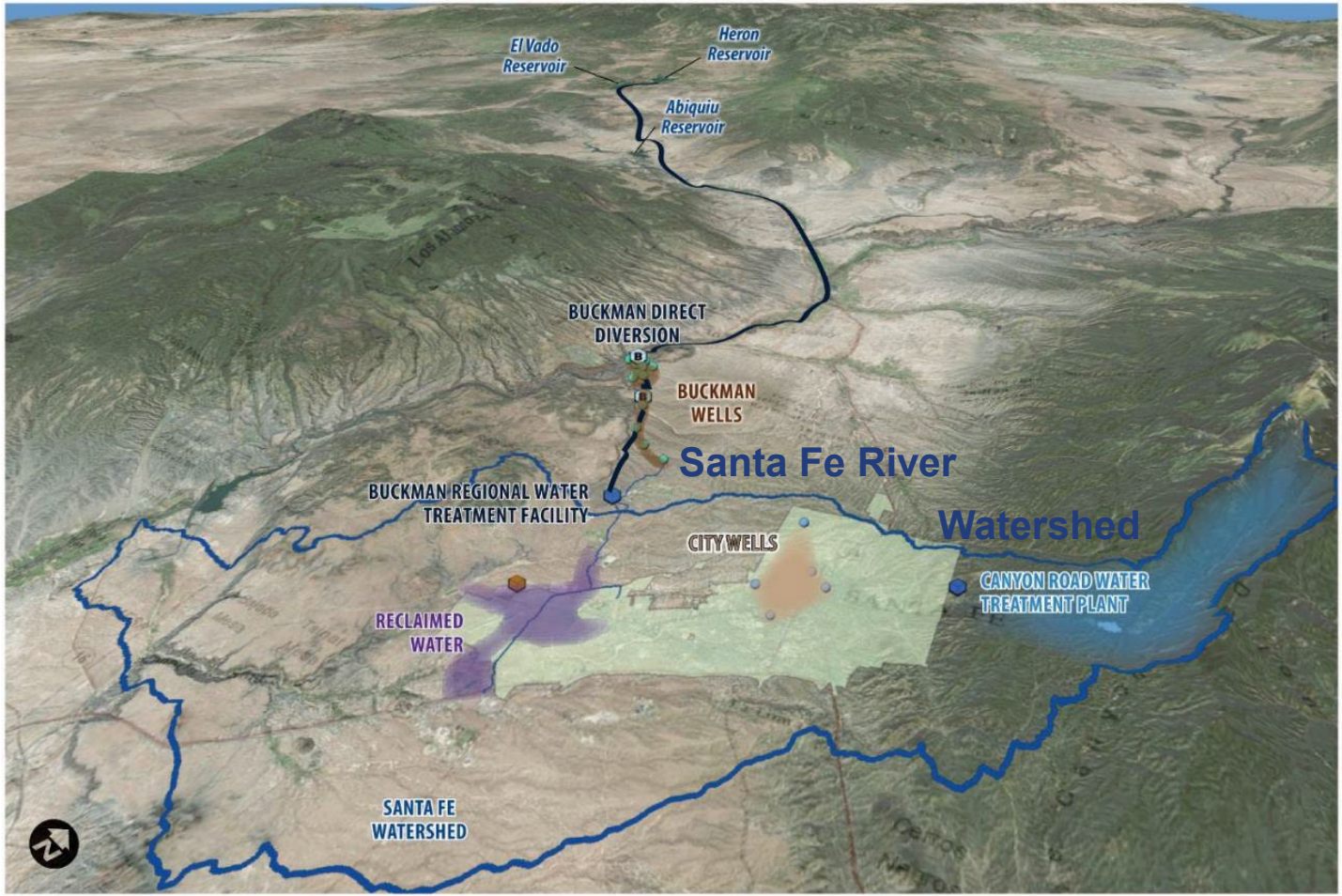

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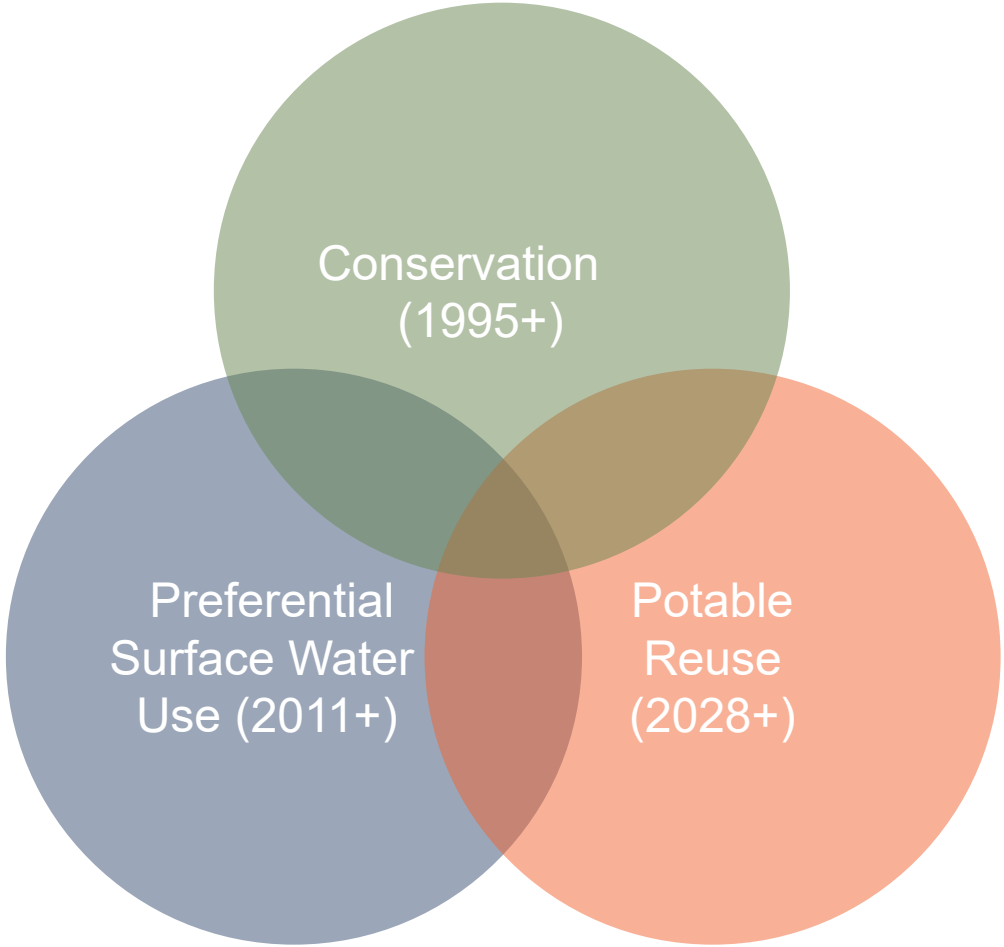

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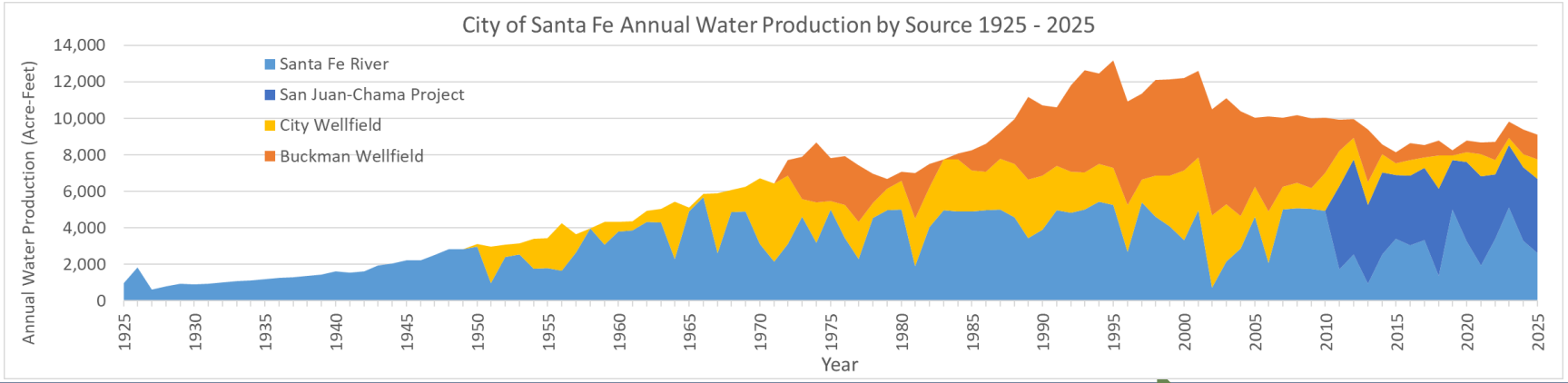

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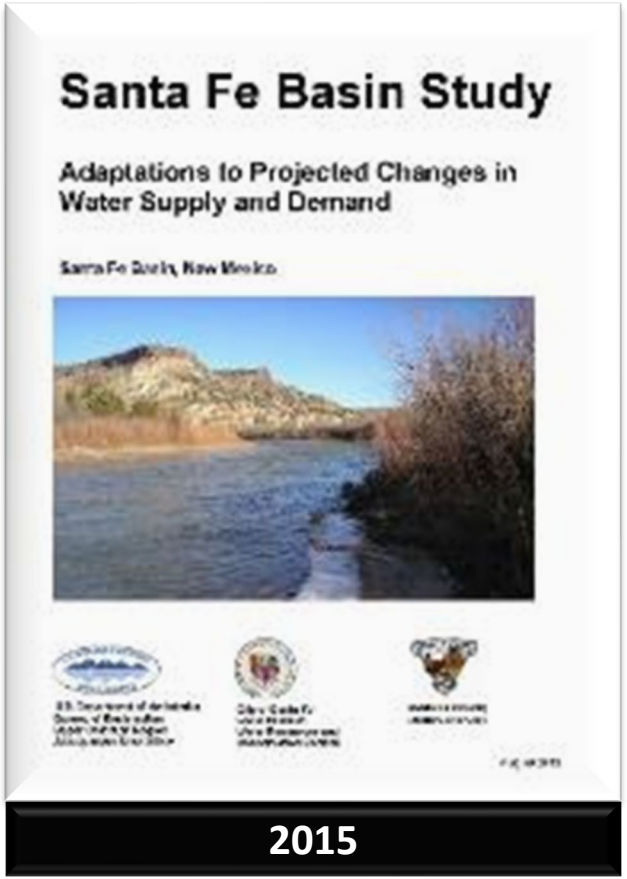

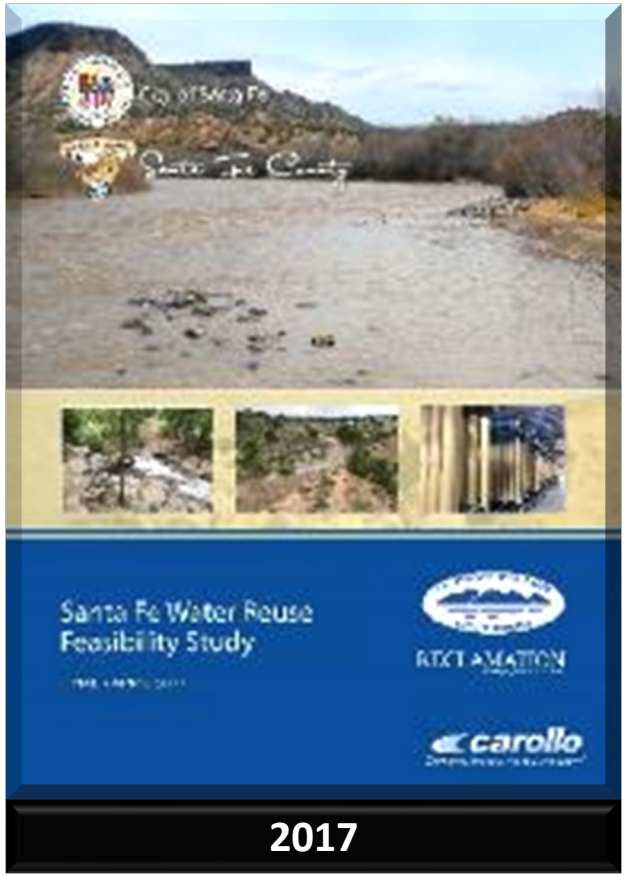

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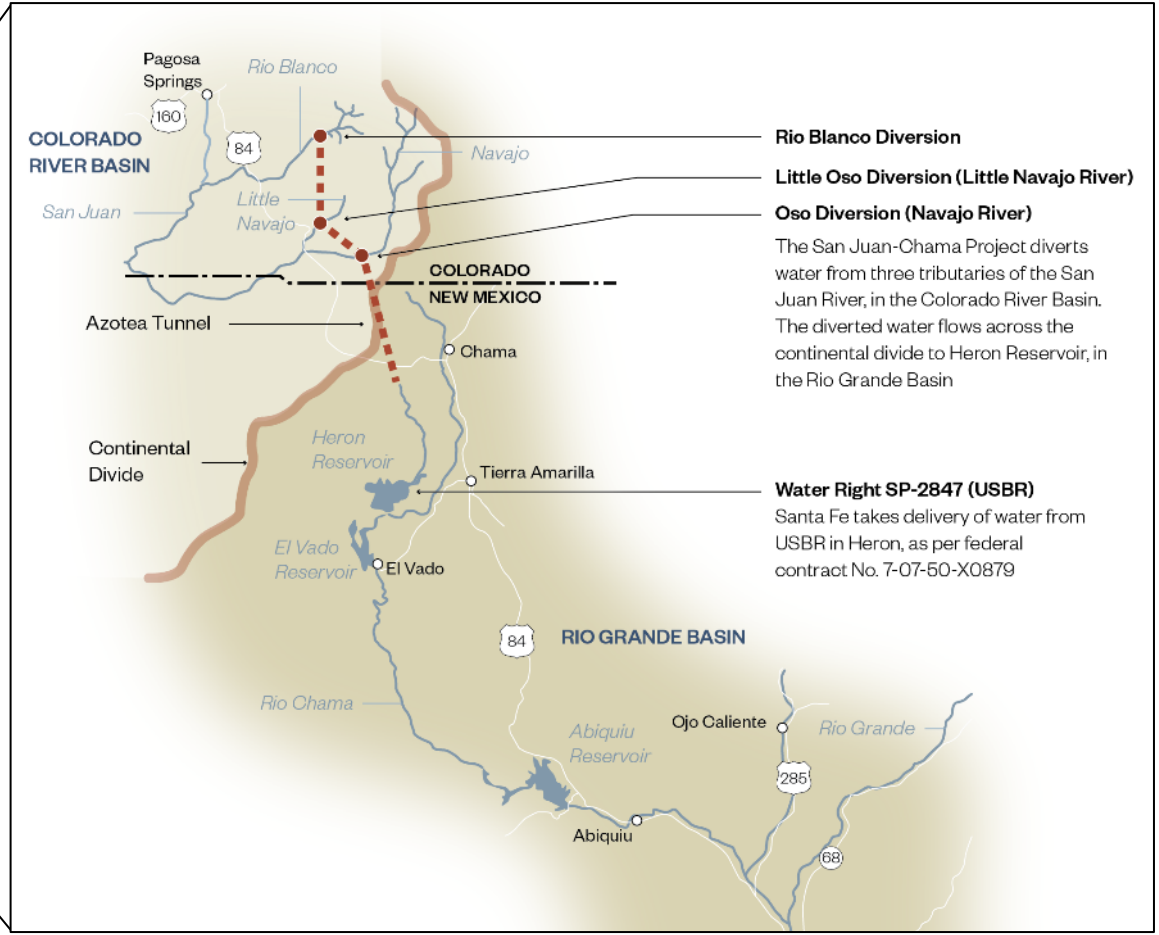

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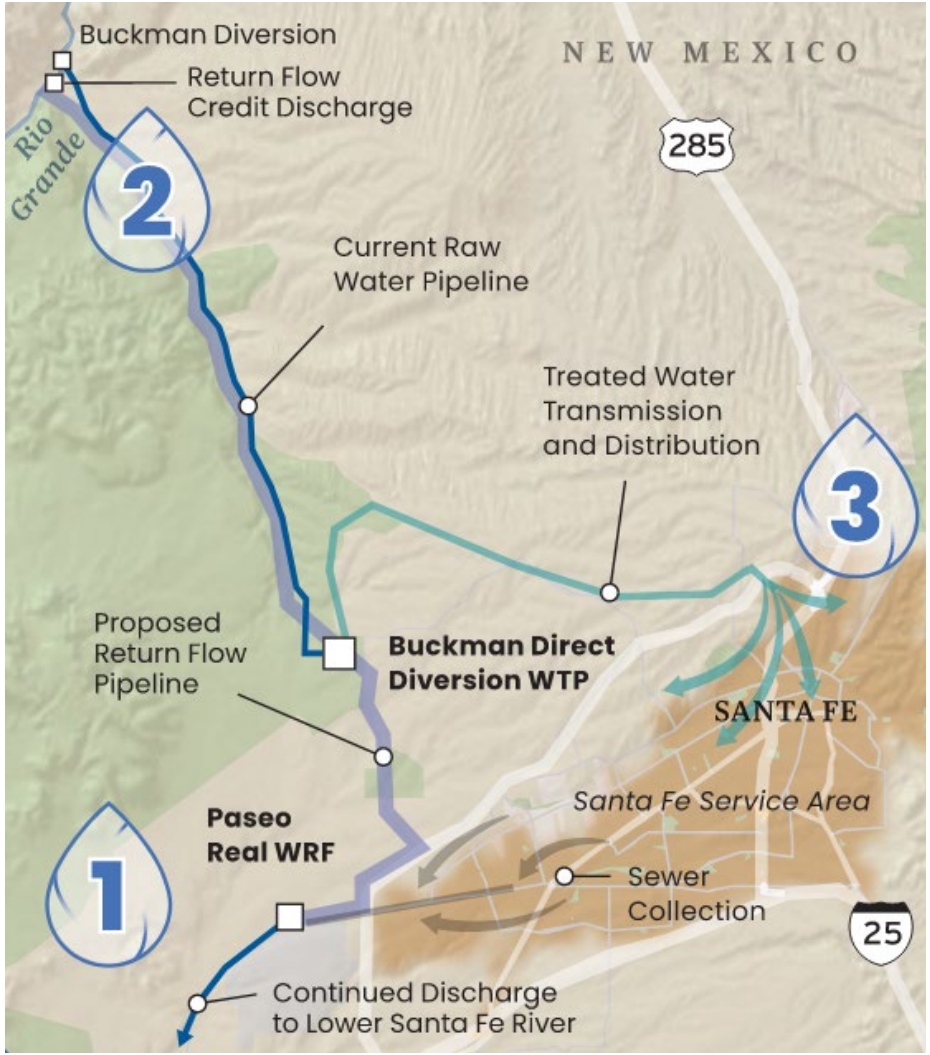
2. Receive return flow credit from the New Mexico Office of the State Engineer (OSE) for the unconsumed SJC water that is returned to the Rio Grande, allowing for diversion of additional supply from BDD.

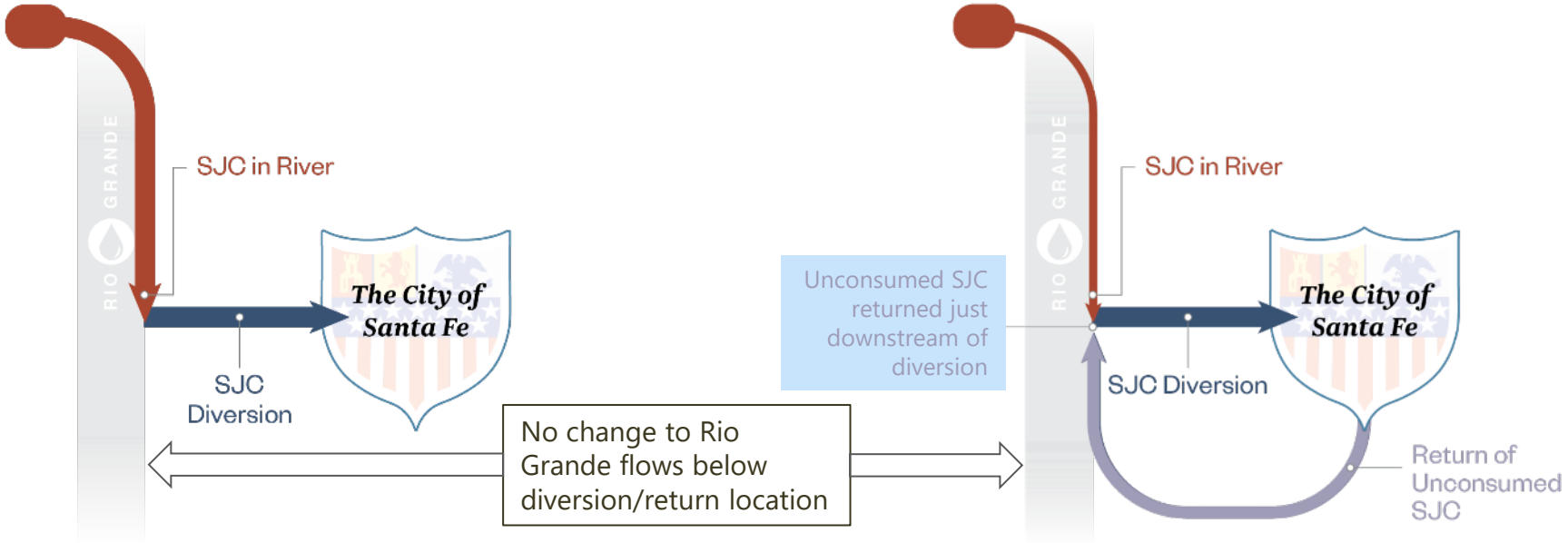
3. The project will utilize existing water rights and BDD infrastructure. It will increase the City's water supply and our resilience to surface water shortages, drought, climate change, wildfire, and Rio Grande Compact constraints.



San Juan Chama Return Flow Project

Full consumption of SJC water

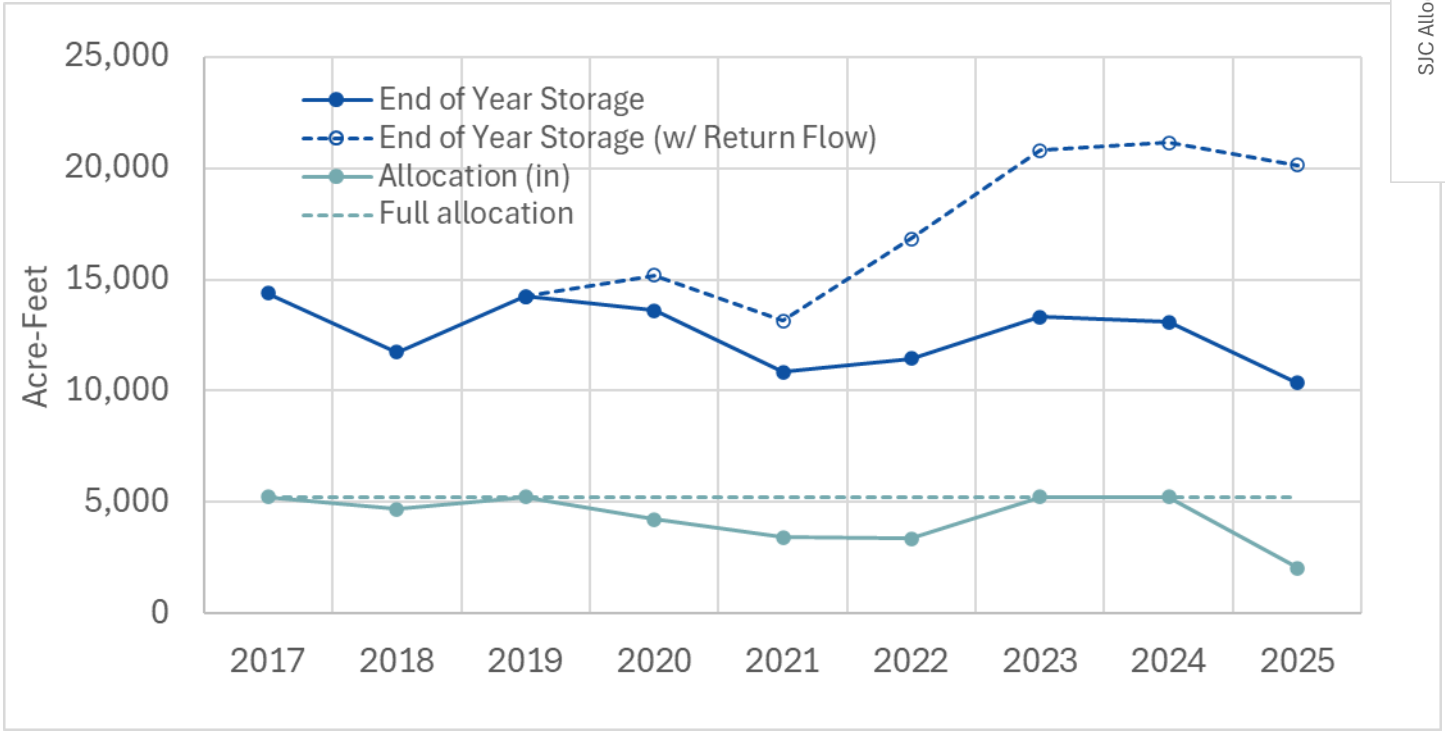
- Goal: Achieve full consumption of San Juan Chama (SJC) water by getting credit for returning unconsumed SJC water to the Rio Grande.

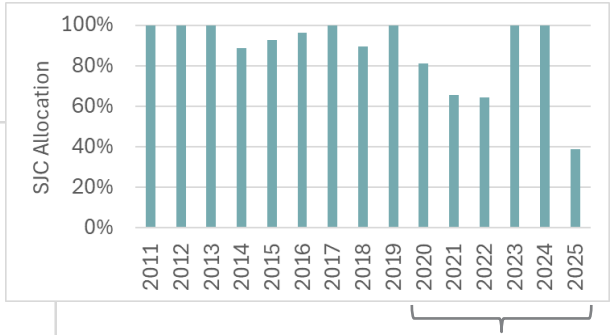


Current: all diversions at BDD from upstream reservoir releases

With project: same diversions at BDD with less release from upstream reservoirs. River "made whole" with effluent return.

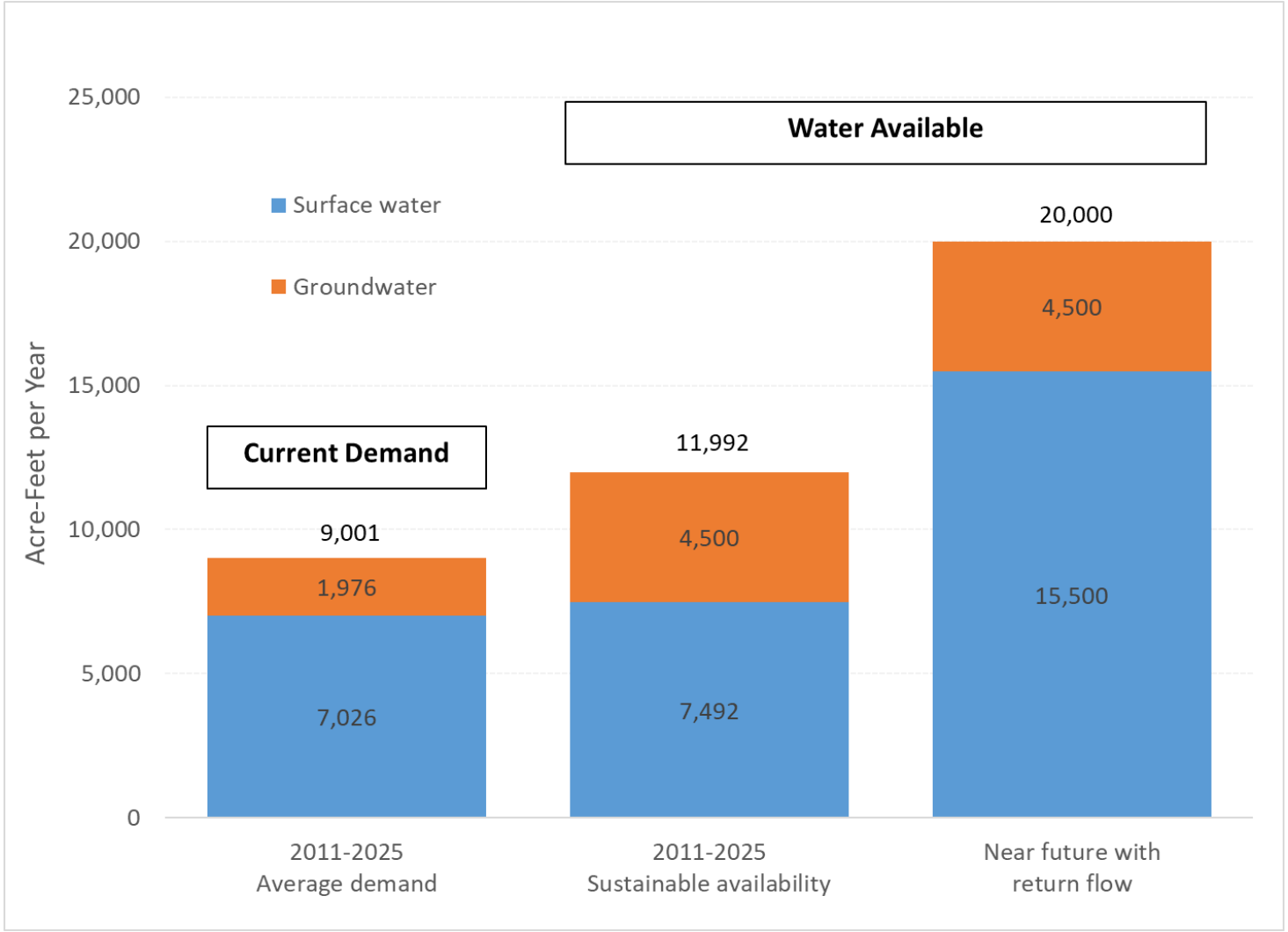
San Juan-Chama Storage, With Hypothetical Return Flow Starting in 2020





Hypothetical Return Flow Period (lowest allocations)

Adding (indirect) Potable Reuse to our Paradigm Quiver

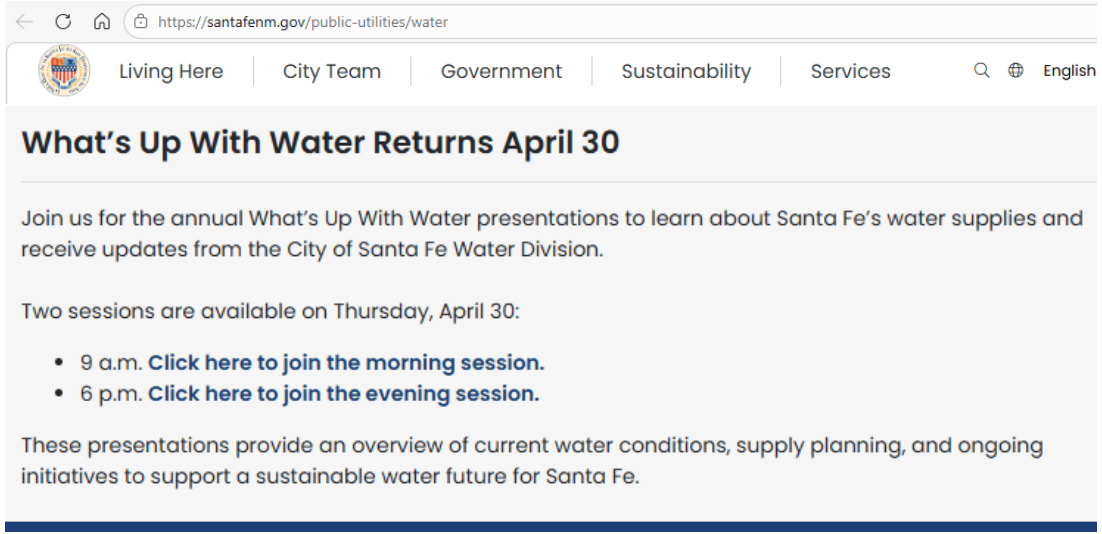


What's Up With Water? April 30th 9am and 6pm

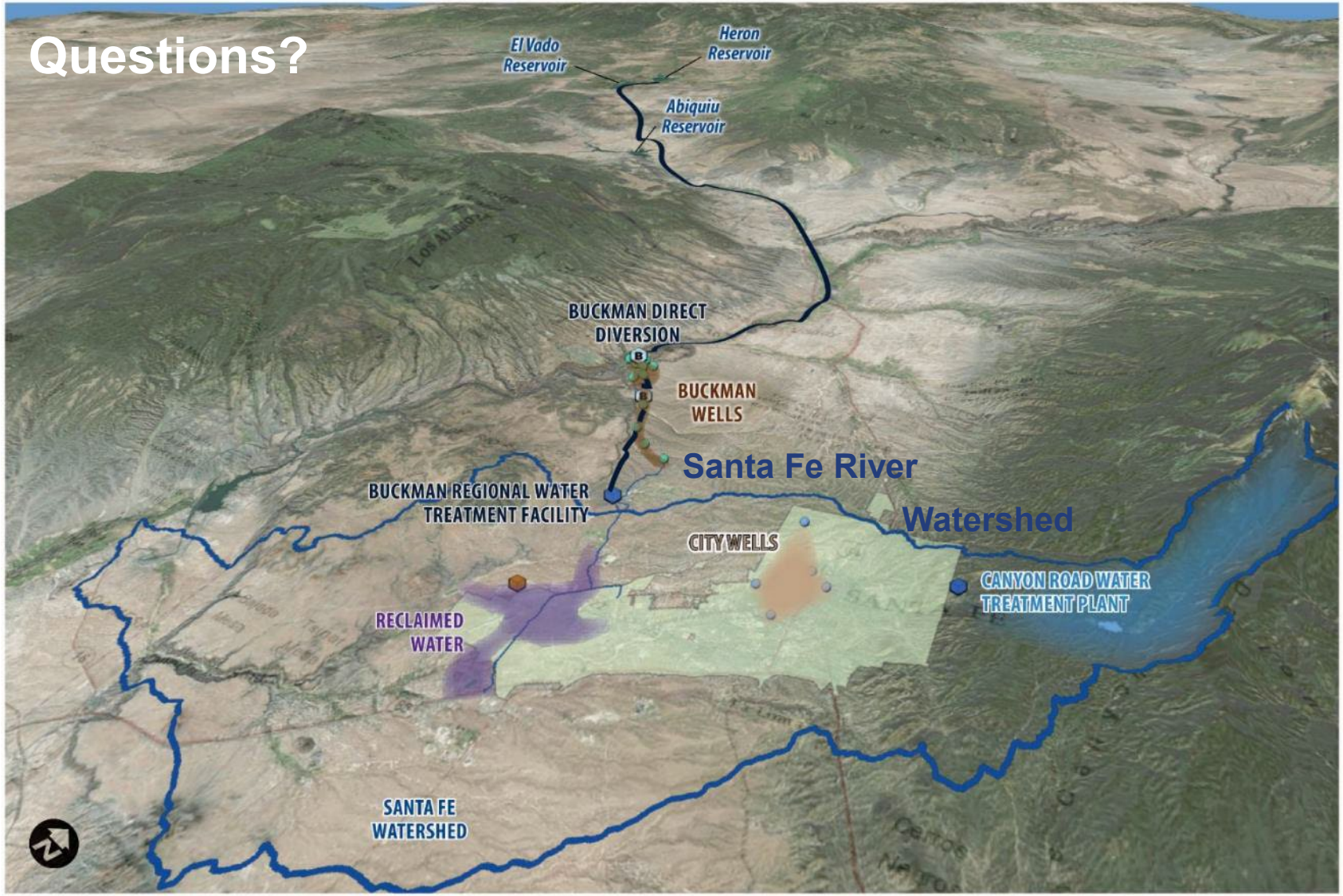
In the interest of time, not discussing the current status of long-range water resources planning here

Tomorrow, at 9am and 6pm (same material presented each time) we will cover that and take a deeper dive on much of what was presented here, please join if you can.

Webinar links available at https://santafenm.gov/water



Questions?


El Vado Reservoir
Heron Reservoir
Abiquiu Reservoir
BUCKMAN DIRECT DIVERSION
BUCKMAN WELLS
Santa Fe River
Watershed
BUCKMAN REGIONAL WATER TREATMENT FACILITY
CITY WELLS
CANYON ROAD WATER TREATMENT PLANT
RECLAIMED WATER
SANTA FE WATERSHED

City of Santa Fe

Development Review Guide

Project Introduction & Stakeholder Interview Takeaways

April 29, 2026

Development Review Guide: Scope of Work

- Peer City Analysis
  - ✓Identify best practices from guides, manuals, and handbooks published by peer cities
- Assessment
  - ✓Interview stakeholders: developers, builders, planners, architects, City staff
  - ✓Public and stakeholder online survey *(active now!)*
  - Analyze and document existing process
  - Recommend process improvements available within existing code
- Create Development Review Guide

Stakeholder Interviews

Key Takeaways from Public and Private Stakeholders

Encouragement from Stakeholders

- **Stakeholders are excited by a Development Review Guide.** Development community is encouraged by the effort to document a transparent process to create shared understanding.
- **Digitization is encouraging.** The transition to OpenGov is a recognized step toward digital intake and reduced reliance on paper, and is supported by the development community.
- **Current leadership is responsive.** Leadership in the Planning & Land Use Department helps to advance projects and provide clarity when concerns are elevated.

Concerns Identified by Stakeholders

- **Independent review by departments** produces conflicting comments that create costly rework — especially around water budgets, landscaping, and fire.
- **Paper-based submittals** are expensive, plans have been lost, and fragmented tracking systems compound the problem.
- **Departments are understaffed and under-resourced**. Staff often serve multiple roles (reviewer, project manager, inspector), limiting capacity for timely reviews.
- **Inconsistent code interpretations and unwritten discretionary decisions** can change from project to project , making outcomes unpredictable even for experienced professionals.
- **Applications that could be approved administratively are sometimes routed to public hearings**, adding time and risk despite projects that are allowed by-right in the code.
- **Hearing bodies and boards sometimes introduce 11th hour changes that are subjective** (rather than concerned with code compliance) in nature.

Suggestions from Stakeholders

- **Build the guide as a searchable, visual, digital tool** that City staff can update over time.
- **Complete the digital transition** with online tracking, automated notifications, and consolidated departmental checklists.
- **Document standardized code interpretations and precedent** to reduce inconsistency across staff and departments.
- **Define clear triggers** for traffic studies, utility upgrades, water plan, transportation development, and other major requirements.
- **Publish fee calculations and general review timelines** for consistency and transparency.
- **Encourage a culture of collaboration, responsiveness, and accountability** among staff in the Planning & Land Use Department.
- **Expand opportunities for administrative approvals** for projects allowed by-right (may require Code changes).

Public & Stakeholder Survey

Survey is open through May 11th, 2026.

bit.ly/SFDevReview

CITY OF SANTA FE

Thank you!

City of Santa Fe Planning & Land Use Department | Director Heather Lamboy, AICP

Keep up to date: SFDevelopmentReviewGuide.com

Agenda

Regular Meeting of the Governing Body
April 7, 2026 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

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

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

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

If relevant technology is available and functioning for City use, the following options may be available:
Virtual Public Comment: To provide public comment during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings virtually, you must join the Zoom meeting by internet or phone, using the following link: https://santafenm-gov.zoom.us/j/84566758349

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

1. Call to Order

2. Pledge of Allegiance

   a. Councilor Feghali

3. Salute to the New Mexico Flag

    a. Councilor Bustamante

4. Invocation and Rememberances

    a. Councilor Garcia

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

9. Action Items: Consent Agenda

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

    Committee Review:
    Governing Body: 04/07/2026

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

    Committee Review:
    Governing Body: 04/07/2026

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

    Committee Review:
    Governing Body: 04/07/2026

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Action Items: Discussion Agenda

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

Committee Review:
Governing Body: 04/07/2026

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

Committee Review:
Governing Body: 04/07/2026

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

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

Committee Review:
Governing Body: 04/07/2026

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

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

Committee Review:
Governing Body: 04/07/2026

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

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

Committee Review:
Governing Body: 04/07/2026

11. Matters from the City Manager

12. Matters from the City Attorney

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

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

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

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

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

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

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

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

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

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

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

17. Petitions from the Floor

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

19. Final Action on Legislation (Public Hearing)

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

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

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

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

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

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

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

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

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

21. Appointments

    a. Human Services Committee

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

    b. Economic Development Advisory Committee

    James Johnson - Appointment - Term Ending 06/2028

    c. Archaeological Review Committee

    Shelby Mageson - Appointment - Term Ending 06/2028

    d. Santa Fe Public Library Board

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

22. Adjourn

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

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
TUESDAY, APRIL 7, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1.	Call To Order	Convened at 5:00 pm	3
2.	Pledge of Allegiance	Councilor Feghali	3
3.	Salute to the NM Flag	Councilor Bustamante	3
4.	Invocation and Remembrances	Councilor Garcia	3
5.	Roll Call	Quorum	3-4
6.	Approval of Agenda	Approved	4
7.	Approval of Consent Agenda	Approved	4
8.	Presentations	None	4
9.	Action Items: Consent Agenda	Approved	4-7
10.	Action Items: Discussion Items		
	a. Ratification	Ratified	7-8
	b. Ratification	Ratified	8
	c. International Travel	Approved	8
	d. Ratification Grant	Ratified	8-9
	e. GB Study Sessions	No Action Taken	9
11.	Matters from the City Manager	None	9
12.	Matters from the City Attorney	Heard	9-10
	Executive Session	Held	10
17.	Petitions From The Floor	Heard	10-11
13.	Executive Session Action Items	None	11

14.	**Matters from the City Clerk**	**Heard**	**11**
15.	**Comm. From Gov. Body**	**Heard**	**11**
16.	**Introduction of Legislation**		
	a. Resolution No. 2026-_____	**Introduced**	**11**
	b. Bill No. 2026-10	**Introduced**	**11**
	c. Resolution No. 2026-_____	**Introduced**	**11**
	d. Resolution No. 2026-_____	**Introduced**	**11-12**
18.	**Public Comment on Bills**	**None**	**12**
19.	**Final Action on Legislation**		
	a. Bill No. 2026-03	**Heard and Postponed**	**12-13**
	b. Bill No. 2026-04	**Postponed**	**13-14**
	c. Bill No. 2026-07	**Approved**	**14**
20.	**Public Hearings**		
	a. Appeal # 2025-11633-APPL	**Appeal Denied**	**14-15**
21.	**Appointments**		
	a. Human Services Comm.	**Approved**	**15-16**
	b. Economic Dev. Adv. Comm.	**Approved**	**16**
	c. Archaeological Review Comm.	**Approved**	**16-17**
	d. Santa Fe Public Library Bd.	**Approved**	**17**
22.	**Adjourn**	**Adjourned at 10:29 pm**	**17-18**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, APRIL 7, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO

1. CALL TO ORDER

The meeting of the Governing Body was called to order by Mayor Garcia, at 5:00 pm, on Tuesday, April 7, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR FEGHALI

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR BUSTAMANTE

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR GARCIA

Given.

5. ROLL CALL

MEMBERS PRESENT
Councilor Jamie Cassutt
Councilor Alma Castro
Councilor Amanda Chavez, virtually
Councilor Lee Garcia
Councilor Pilar Faulkner
Councilor Patricia Feghali
Councilor Elizabeth Barrett

Councilor Paul Bustamante
Mayor Michael Garcia

OTHERS PRESENT
Brian Moya, Interim City Manager
Marcos Martinez, City Attorney
Geralyn Cardenas, City Clerk

6. APPROVAL OF AGENDA

Item 19 B was postponed to a later date.

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

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

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

7. APPROVAL OF CONSENT AGENDA

Item 9 F was pulled from the Consent Agenda for discussion by Councilor Castro. Items 9 J and K were pulled from the Consent Agenda for discussion by Mayor Garcia.

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

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

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

8. PRESENTATIONS

None.

9. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE MARCH 7, 2026, EMERGENCY GOVERNING BODY MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF THE MARCH 18, 2026, GOVERNING BODY STUDY SESSION MINUTES.

Approved on consent.

C. REQUEST FOR APPROVAL OF THE MARCH 25, 2026, GOVERNING BODY MEETING MINUTES.

Approved on consent.

D. REQUEST FOR APPROVAL OF A PURCHASE ORDER CHANGE WITH ITSQUEST, INC. IN THE TOTAL AMOUNT OF $241,268.95 FOR UTILITY BILLING SYSTEM MODERNIZATION PROJECT.

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.

Approved on consent.

E. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO ITEM #23-0551 MEMORANDUM OF UNDERSTANDING WITH SANTA FE COUNTY TO INCREASE THE COMPENSATION BY $25,000 FOR A NEW TOTAL AMOUNT OF $225,000 FOR LOCAL LDWI GRANT FUNDS.

Approved on consent.

F. REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES CONTRACT WITH KIWANIS CLUB OF SANTA FE TO PRODUCE THE CITY'S FOURTH OF JULY CELEBRATIONS IN THE TOTAL AMOUNT OF $885,507 THROUGH APRIL 15, 2030.

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

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

Councilor Chavez, yes; Councilor Barrett, yes; Councilor Cassutt, yes; Councilor Castro, no; Councilor Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

G. REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH SANTA FE COMMUNITY HOUSING TRUST FOR MORTGAGE REDUCTION ASSISTANCE IN THE TOTAL AMOUNT OF $208,072.18 THROUGH SEPTEMBER 30, 2026.

Approved on consent

H. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) IN THE TOTAL AMOUNT OF $609,755 FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO GRANTS AND SERVICES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENTS FOR GRANT YEARS 2023, 2024, AND 2025.

Approved on consent.

I. CONSIDERATION OF RESOLUTION NO. 2026-_____.A RESOLUTION AUTHORIZING CITY OF SANTA FE REPRESENTATIVES AND AGENTS TO SIGN AGREEMENTS AND REQUESTS FOR PAYMENT REGARDING NEW MEXICO OFFICE OF THE STATE ENGINEER GRANT AGREEMENT DSB-FY16-HHPD-01, TO PLAN AND DESIGN THE REHABILITATION OF MCCLURE DAM.

Approved on consent.

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

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

MOTION A motion was made by Mayor Garcia, seconded by Councilor Chavez, to move Amendment A to the Resolution.

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

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

VOTE ON THE MAIN MOTION The motion passed on a roll call vote as follows:

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

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

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Bustamante, to approve the Resolution.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to move an Amendment to the Resolution.

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

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

VOTE ON THE MAIN MOTION The motion passed on a roll call vote as follows:

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

10. ACTION ITEMS: DISCUSSION AGENDA

A. REQUEST FOR RATIFICATION OF ATTORNEY EMPLOYMENT AGREEMENT WITH MARCOS D. MARTINEZ WITH A TERM ENDING

ON DECEMBER 31, 2029.

MOTION A motion was made by Councilor Castro, seconded by Councilor Bustamante, to ratify the agreement.

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

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

B. REQUEST FOR RATIFICATION OF EMPLOYMENT AGREEMENT WITH GERALYN F. CARDENAS AS CITY CLERK/DIRECTOR OF COMMUNITY ENGAGEMENT WITH A TERM ENDING DECEMBER 31, 2029.

MOTION A motion was made by Councilor Castro, seconded by Councilor Bustamante, to ratify the agreement.

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

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

C. REQUEST FOR APPROVAL OF CITY SPONSORED INTERNATIONAL TRAVEL TO UNITED KINGDOM FOR DAVID CARR, TOURISM SANTA FE, DIRECTOR OF SALES, JUNE 20-27, 2026, FOR THE COOPERATIVE SALES MISSION WITH THE NEW MEXICO TOURISM DEPARTMENT FOCUSED ON GROUP TOUR AND TRAVEL BUSINESS FOR SANTA FE WITH AN ANTICIPATED COST OF $6,353.71.

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

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

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

D. REQUEST FOR RATIFICATION OF GRANT #SAF-26-03 WITH NEW MEXICO DEPARTMENT OF TRANSPORTATION AVIATION DIVISION FOR AIRPORT MAINTENANCE AND CONSUMABLE ITEMS IN THE TOTAL AMOUNT OF $20,000 FOR A TWO YEAR TERM.

1. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) IN THE TOTAL AMOUNT OF $20,000 TO INCREASE WIP REPAIR AND MAINTENANCE GROUNDS/RD USING NEW MEXICO DEPARTMENT OF TRANSPORTATION AVIATION DIVISION FUNDING FOR AIRPORT MAINTENANCE AND CONSUMABLE ITEMS.

MOTION A motion was made by Councilor Castro, seconded by Councilor Bustamante, to ratify Grant # SAF-26-03.

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

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

E. REQUEST FOR APPROVAL OF DATES FOR GOVERNING BODY STUDY SESSIONS FOR THE REMAINDER OF THE YEAR.

1. IF GOVERNING BODY STUDY SESSION DATES ARE APPROVED, CONSIDERATION OF APPROVING THE AMENDED 2026 GOVERNING BODY AND COUNCIL COMMITTEE CALENDAR TO INCLUDE THE GOVERNING BODY STUDY SESSION DATES.

NO ACTION WAS TAKEN ON THIS ITEM.

11. MATTERS FROM THE CITY MANAGER

None.

12. MATTERS FROM THE CITY ATTORNEY

A. EXECUTIVE SESSION
IN ACCORDANCE WITH THE OPEN MEETINGS ACT, NMSA 1978, SECTION 10-15-1, SUBPART (H)(8), DISCUSSION OF THE PURCHASE, ACQUISITION OR DISPOSAL OF REAL PROPERTY OR

WATER RIGHTS BY THE CITY, INCLUDING BUT NOT LIMITED TO, 2801 CERRILLOS AND LAS ESTRELLAS.

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

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

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

The Governing Body entered into Executive Session at 6:40 pm.

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

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

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

The Governing Body reconvened in open session at 7:14 pm.

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

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

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

17. PETITIONS FROM THE FLOOR

Greg Mello. Mr. Mello spoke about his concerns regarding the growth of weapons under the President and the President's genocidal thoughts of a nation.

Dana. Dana spoke against the increased pit production in Los Alamos.

Roberto Roybal. Mr. Roybal spoke about nuclear weapon production in New Mexico and the President's defense budget.

Shane Brown. Mr. Brown thanked the Council for their previous push back on pit production in Los Alamos

Natasha Doral. Ms. Doral spoke against increasing pit production in Los Alamos.

13. EXECUTIVE SESSION ACTION ITEMS

None.

14. MATTERS FROM THE CITY CLERK

None.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

16. INTRODUCTION OF LEGISLATION

A. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION REPEALING CITY OF SANTA FE RESOLUTION NO. 2000-11, A JOINT CITY/COUNTY RESOLUTION WHICH SPONSORED AND SUPPORTED AN ANNUAL MARCHING PARADE ON AIRPORT ROAD IN CELEBRATION OF CESAR E. CHAVEZ.

Introduced.

B. CONSIDERATION OF BILL NO. 2026-10. ADOPTION OF ORDINANCE NO. 2026-_____. 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

Introduced.

C. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION REPEALING RESOLUTION NO. 2003-33; AND ADOPTING NEW RECORDS INFORMATION MANAGEMENT AND RETENTION POLICY.

Introduced.

D. CONSIDERATION OF RESOLUTION NO. 2026-_____. 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.

Introduced.

18. PUBLIC COMMENT ON BILLS

None.

19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

A. CONSIDERATION OF BILL NO. 2026-03. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL RELATING TO CITY ADMINISTRATION; AMENDING SECTION 2-8 SFCC 1987 TO REORGANIZE CERTAIN CITY DEPARTMENTS; CREATING NEW SECTIONS OF CODE TO INCLUDE 2-8. 10, 2-8.11, 2-8. 12. 2-8. 13, 2-8 14, AND 2-8. 15; AMENDING SECTION 2-8.1 SFCC 1987 TO INCLUDE A GENERAL PROVISIONS SECTION AND EXHIBIT A; AMENDING SECTION 2-8.2 TO RENAME COMMUNITY HEALTH AND SAFETY DEPARTMENT TO "COMMUNITY SERVICES DEPARTMENT" AND TO INCLUDE YOUTH AND FAMILY SERVICES AND RECREATION, AND TO REMOVE THE OFFICE OF EMERGENCY MANAGEMENT; AMENDING SECTION 2-8.3 SFCC 1987 TO ELIMINATE THE COMMUNITY DEVELOPMENT

DEPARTMENT; AMENDING 208.4 TO ESTABLISH THE OFFICE OF EMERGENCY MANAGEMENT TO "EMERGENCY MANAGEMENT DEPARTMENT"; AMENDING 208.5 CREATING A NEW DEPARTMENT THE "ECONOMIC DEVELOPMENT DEPARTMENT" AND TO INCLUDE THE ARTS AND CULTURE DIVISION AND THE FILM DIVISION; AMENDING 2-8.6 CREATING A DEPARTMENT OF "LAND USE DEPARTMENT" AND TO INCLUDE THE AFFORDABLE HOUSING DIVISION, AMENDING SECTION 208.7 CREATING TOURISM SANTA FE DEPARTMENT; CREATING SECTION 2-8.14 TO INCLUDE A NEW "REGIONAL AIRPORT DEPARTMENT; CREATING SECTION 2-8.15 TO INCLUDE THE METROPOLITAN REDEVELOPMENT AGENCY AND RENAMING IT "METROPOLITAN REDEVELOPMENT AGENCY ("MRA") DEPARTMENT"; REPEALING SECTIONS 2-14, 2-15, AND 2-20 SFCC 1987; REPEALING EXHIBIT C OF SFCC 1987, "CITY ORGANIZATION".

There were no public comments.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to approve Bill No. 2026-03.

MOTION A motion was made by Mayor Garcia, seconded by Councilor Faulkner, to move Amendment C to Bill No. 2026-03.

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

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

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to postpone this item to the next Governing Body meeting.

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

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

B. CONSIDERATION OF BILL NO. 2026-04. ADOPTION OF ORDINANCE NO. 2026-_____. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE: AUTHORIZING THE

EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND CITY OF SANTA FE, NEW MEXICO ("THE BORROWER"), IN THE TOTAL AMOUNT OF SEVENTEEN MILLION DOLLARS ($17,000,000), EVIDENCING AN OBLIGATION OF THE BORROWER TO UTILIZE THE LOAN AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING A NEW FLOCCULATION AND SEDIMENTATION PROCESS AND MAKING IMPROVEMENTS TO THE CANYON ROAD WATER TREATMENT PLANT AS A COMPONENT OF THE SYSTEM OWNED AND OPERATED BY THE BORROWER, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN SOLEY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

This item was postponed to a later date.

C. CONSIDERATION OF BILL NO. 2026-07. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL CREATING A NEW SECTION 2-2.10 OF SFCC 1987 TO ESTABLISH CITY ATTORNEY AND CITY CLERK AUTHORITY TO CORRECT SCRIVENER'S ERRORS.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to approve Bill No. 2026-07.

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

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

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

A. APPEAL #2025-11633-APPL OF CASE # 2024-9320. ADJOINING

PROPERTY OWNER TIERRA CONTENTA CORP. APPEALS THE PLANNING COMMISSION'S OCTOBER 16, 2025, DECISION APPROVING A DEVELOPMENT PLAN BY ZYDECO, LLC, FOR A 7.9 ACRE PARCEL AT 7205 PLAZA CENTRAL AND FINDING THAT THE DEVELOPMENT IS NOT SUBJECT TO THE AFFORDABLE HOUSING GUIDELINES OF THE SANTA FE HOMES PROGRAM, SFCC SECTION 14-8.11 (D)(3)(a).

Mayor Garcia reviewed the public hearing process.

The public hearing was held and the following people were sworn in and made public comment:

Carl Summer. Mr. Summer spoke against the appeal.

Kathy Collins. Ms. Collins spoke for the appeal.

Maura Baer. Ms. Baer spoke for the appeal.

Anne Watkins. Ms. Watkins spoke for the appeal and asked that the Council fix this problem.

John Paul Granillo. Mr. Granillo spoke against the appeal.

Mike Lofton. Mr. Lofton spoke about the decision the City needs to make in this case.

Anthony Guida. Mr. Guida spoke in favor of the applicability of the Santa Fe Homes Program in this case.

Gayla Bectal. Ms. Bectal spoke in favor of the appeal.

Michelle Williams. Ms. Williams spoke in favor of the appeal.

Marissa Ruel. Ms. Ruel spoke to the importance of affordable housing allocations in development or payment of the fee in lieu of.

The public hearing was closed.

MOTION A motion was made by Councilor Feghali, seconded by Councilor Bustamante, to deny appeal #2025-11633-APPL of Case # 2024-9320.

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

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

Councilor Castro briefly left the meeting.

21. APPOINTMENTS

A. HUMAN SERVICES COMMITTEE

- **KAREN BALDWIN - REAPPOINTMENT AS CHAIR - TERM ENDING 03/2029**
- **EMILY HAOZOUS - REAPPOINTMENT AS VICE-CHAIR - TERM ENDING 03/2029**

- **JENNIFER ROMERO - REAPPOINTMENT - TERM ENDING 03/2029**

- **KATHLEEN TUNNEY - REAPPOINTMENT - TERM ENDING 03/2029**

MOTION A motion was made by Councilor Garcia, seconded by Councilor Faulkner, to approve the appointments to the Human Services Committee.

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

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

B. ECONOMIC DEVELOPMENT ADVISORY COMMITTEE

- **JAMES JOHNSON - APPOINTMENT - TERM ENDING 06/2028**

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Bustamante, to approve the appointment to the Economic Development Advisory Committee.

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

Councilor Chavez, yes; Councilor Barrett, yes; Councilor Cassutt, yes; Councilor

Garcia, yes; Councilor Feghali, yes; Councilor Faulkner, yes; Councilor Bustamante, yes.

C. ARCHAEOLOGICAL REVIEW COMMITTEE

- SHELBY MAGESON - APPOINTMENT - TERM ENDING 06/2028

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Bustamante, to approve the appointment to the Archaeological Review Committee.

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

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

Councilor Castro returned to the meeting.

D. SANTA FE PUBLIC LIBRARY BOARD

- NICHOLAS TAYLOR - APPOINTMENT - FILLING AN UNEXPIRED TERM ENDING 07/2027

- KATE GODDARD - APPOINTMENT - FILLING AN UNEXPIRED TERM ENDING 07./2027

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve the appointments to the Santa Fe Public Library Board.

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

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

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 10:29 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn F. Cardenas, City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
April 7, 2026

The Governing Body of the City of Santa Fe met in an executive session duly called on April 7, 2026, beginning at 6:44 p.m.

The following was discussed:

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

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

NOT PRESENT

STAFF PRESENT
Brian Moya, Interim City Manager
Andrea Philips, Deputy City Manager
Marcos Martinez, City Attorney
Geralyn Cardenas, City Clerk

There being no further business to discuss, the executive session was adjourned at 7:07 p.m.

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

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Lic. No./Appl. No.: Restaurant A APPL BLA-15485
Name of Applicant: Wagon Hospitality, LLC
Doing Business As: Hyatt Place Santa Fe
Proposed Location: 4320 Cerrillos Rd. Santa Fe, NM 87507

THIS MATTER came before the Liquor License Hearing Officer for public hearing on **April 16, 2026** at 4:00 PM by video hearing, on the application of **Wagon Hospitality, LLC**
(Applicant) for:

1. Request from Wagon Hospitality, LLC regarding a Restaurant A (Beer & Wine) with on-Premises Consumption Only with Patio Service to be located at Hyatt Place Santa Fe 4320 Cerrillos Rd. Santa Fe, NM 87507.

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

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

FINDINGS OF FACT

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

    a. April 1, 2026 memo from Emily Aragon, Constituent Services Specialist.
    b. March 4, 2026 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Tammy Sandoval to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. (NMRLD/AGD) Restaurant A Intake Application.
    d. November 19, 2025 letter from Stephanie Perea, Land Use Planner, City of Santa Fe, to Applicant stating the property is zoned C-2 General Commercial District and is not located within any overlay districts.
    e. Premises map.
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website)

g. Checklist per Ordinance 4-4-3.
h. Applicant Supplemental Information.
i. March 16, 2026 letter from Jason D. Sena, Enforcement Division Manager, stating it is not anticipated that there will be a substantial change in litter and noise because of this request.

2. City Clerk staff member Emily Aragon presented the application.
3. Applicant was represented by Jessica Colclough.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the *Santa Fe New Mexican*, which is a newspaper of general circulation within the territorial limits of the governing body, on March 18 and March 25, 2026 and on the City's website.
6. The Application is for a Restaurant A (Beer & Wine) with on-Premises Consumption Only with Patio Service to be located at Hyatt Place Santa Fe 4320 Cerrillos Rd. Santa Fe, NM 87507. This location is not within 300 feet of a church or school.
7. There is no record of violations.
8. The business is expected to be open every day 10:00am to 10:00pm.
9. Traffic is not expected to significantly increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
10. The proposed location is not expected to cause a substantial change in litter or noise.
11. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
12. The applicant is in compliance with all Land Use Codes, and issuance or transfer will not be in violation of a zoning or other ordinance of the governing body, once applicant complies with conditions of approval.
13. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
14. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

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

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423

3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant is required to comply with all fire, building, and land use codes.
2. Applicant is required to comply with all City of Santa Fe ordinances.

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

/s/ Renee Barela-Gutierrez Date: 04/17/2026
Renee Barela-Gutierrez

DATE: April 1, 2026

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

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

FROM: Emily Aragon, Constituent Services Specialist

ITEM & ISSUE:
Request from Wagon Hospitality, LLC regarding a Restaurant A (Beer & Wine) with on-Premises Consumption Only with Patio Service to be located at Hyatt Place Santa Fe 4320 Cerrillos Rd. Santa Fe, NM 87507.

BACKGROUND AND SUMMARY:
Attached are staff reports regarding litter, noise, and traffic. Staff does not anticipate a substantial change in litter and noise, or any unacceptable traffic impacts due to the approval of this request. The proposed location is not within 300 feet of a church, school or daycare.

The applicant does have a current business license with the City of Santa Fe and is required to continue to comply with all Fire, Building and Land Use Code requirements prior to issuance of the City Liquor License.

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

ACTION REQUESTED:
Consideration of the above request

Attachments:
Alcoholic Beverage Control Application
Notice of Public Hearing and Publications
Reminder Letter to Applicant
Staff Reports

Signature:

Email: gfcardenas@santafenm.gov

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

March 4, 2026
By Certified Mail No.: 9171 9690 0935 0299 2422 63

9171 9690 0935 0299 2422 63

RECEIVED - CITY CLERK
'26 MAR 9

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

Lic. No. | Appl. No.:	RESTAURANT LIQUOR LICENSE APPL #BLA-15485
Name of Applicant:	WAGON HOSPITALITY LLC
Doing Business as:	HYATT PLACE SANTA FE
Proposed Location:	4320 CERRILLOS RD SANTA FE, NM 87507

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

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

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

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

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

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

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

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

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

ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING A RESTAURANT A (BEER AND WINE) LICENSE WITH ON-PREMISES CONSUMPTION AND PATIO SERVICE.

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

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

Respectfully,

Tammy Sandoval

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

Enclosures:

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

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000015485

Premises Information

Premises DBA

Premises Doing Business As (DBA):HYATT PLACE SANTA FE

Proposed Premises Physical Address

Physical Street: 4320 Cerrillos Rd
Physical City: Santa Fe
Physical Zip Code: 87507
Physical State: New Mexico
Physical County: Santa Fe
Local Option District: Santa Fe City
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Owned by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: C-2

Distance from nearest School

Name of School: CAPITAL HIGH SCHOOL
School Street: PASEO DEL SOL
School City: SANTA FE
School State: New Mexico
School Zip Code: 87507
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Freedom Church
Church Street: Cerrillos Rd
Church City: Santa Fe
Church State: New Mexico
Church Zip Code: 87507
Church Country: United States
Church Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000015485

Business Information

Business Information

Business Name: WAGON HOSPITALITY LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX3825
State Tax ID Number: XX-XXXXX5-00-6
Business Email: krish@finehospitality.com
Business Phone: 5054747777

Contact Person Information

Contact Person Name: Kishan Poshiya
Contact Person Phone: 7149315477
Contact Person Email: krish@finehospitality.com

Business Mailing Address

Mailing Street: 4320 Cerrillos Rd
Mailing City: SANTA FE
Mailing State: NM
Mailing Zip Code: 87507
Mailing Country: US

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

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

Signature of City/County Official: _____ Title: _____

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

Signed by Director: _____ Date: _____

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000015485

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☐A license has never been issued to the location of the proposed premises.
☐A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐Alcohol operations are currently being performed at the proposed premises by the applicant business.
☑Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

Business Ownership has changed

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

License Number: RES#000-195 License Type: Restaurant

Questions

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

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000015485

Payment

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

Attestation/Oath

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

Attestation Signature: Kishan Poshiya

Date: 11/19/2025

COPY

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

November 19, 2025

Hyatt Place
Wagon Hospitality
4320 Cerrillos Road
Santa Fe, NM 87507

RE: Zoning Verification for 4320 Cerrillos Road, Santa Fe, NM

Dear Applicant,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned C-2 General Commercial District Zone and is not in any overlay district.

14-4.3 (B) C-2 General Commercial District
The C-2 general commercial district includes areas along streets carrying large volumes of traffic where commercial uses are appropriate. Regulations are designed to guide future additions or changes so as to discourage extension of existing and formation of future strip commercial development, to preserve the carrying capacity of the streets and to provide for off-street parking and loading.

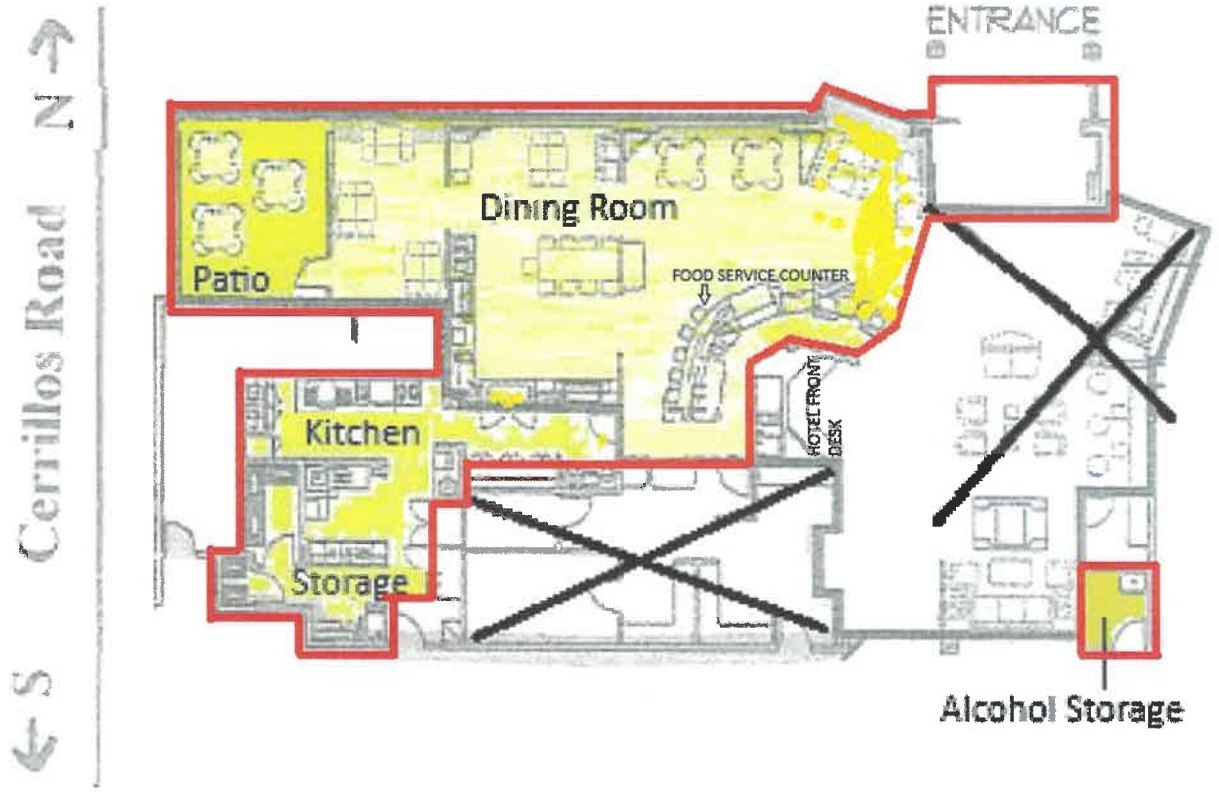
Full service restaurants within hotels, motels and residential suite hotels which may or may not have patio services, with incidental alcohol service for on-site consumption, are permitted uses in the C-2 district.

For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc.

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

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

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



Patio
17' x 14' - 238 sq. ft.
4' Enclosed concrete walls

Dining Room
40' x 30' - 1,200 sq. ft.

Kitchen/Storage Area
23' x 18' - 414 sq. ft.

Total Restaurant
1,852 sq. ft.

COPY

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, April 16, 2026.

The purpose of this hearing is to discuss a request from Wagon Hospitality, LLC for a Restaurant A (Beer & Wine) License with on Premises Consumption and Patio Service, to be located at Hyatt Place Santa Fe 4320 Cerrillos Rd. Santa Fe, NM 87507. This location is not within 300 feet of a church or school.

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

Geralyn F. Cardenas
Deputy City Clerk

Received by The Santa Fe New Mexican
Date: 3/10/2026

To Be Published: 3/18/2026
AND
3/25/2026

By _____
The Santa Fe New Mexican (Signature)

SANTA FE NEW MEXICAN

150 Washington Ave., Ste 105
Mail Payments To:
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Receipt Invoice

HYATT PLACE SANTA FE
4320 Cerrillos Rd
Santa Fe NM, 87507-9720

505-474-7777

Tagline:	LEGAL #95028		
Account Number:	STHPSF		
Ad ID:	114805		
		Sales Rep:	Nathaniel Martinez
Ordered By:	Kishan Poshiya	**Order Taken By:**	Nathaniel Martinez
Ad Cost:	$97.10		
Tax Amount:	$7.95	**Payment**	$105.05 Credit Card - Visa:9131
Total Amount:	$105.05	**Tagline:**	LEGAL #95028
Amount Due:	$0.00		
PO Number:			
Payment:	$105.05 Credit Card - Visa:9131		
Major Class:	LEGALS	**Product:**	
Classification:	Legals	**Placement:**	
		Ad Size:	1.22" x 4.790"
Ad Type	Legal (wrapper)	**Modular Size:**	
# of Words	129	**Color:**	

Run Dates:

03/18/26, 03/25/26

LEGAL #95028

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, April 16, 2026.

The purpose of this hearing is to discuss a request from Wagon Hospitality, LLC for a Restaurant A (Beer & Wine) License with on Premises Consumption and Patio Service, to be located at Hyatt Place Santa Fe 4320 Cerrillos Rd. Santa Fe, NM 87507. This location is not within 300 feet of a church or school.

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

Geralyn F. Cardenas
Deputy City Clerk

PUB.: March 18, 25, 2026

VIA EMAIL: jessica.colclough@hyatt.com
krish@finehospitality.com

04/06/2026

Wagon Hospitality, LLC
4320 Cerrillos Rd.
Santa Fe, New Mexico 87505

RE: Request from Wagon Hospitality, LLC, for a Restaurant A (Beer and Wine) with On-Premises Consumption and Patio Service, to be Located at Hyatt Place Santa Fe 4320 Cerrillos Rd. Santa Fe, NM 87507

Good day,

The public hearing before the City of Santa Fe's Liquor Hearing Officer for the above reference request has been scheduled for Thursday, April 16, 2026, at 4:00 p.m. This will be a virtual hearing via Zoom. You will be provided with the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their April 29, 2026, meeting.

Attached is a copy of the Notice of Public Hearing.

Should you have any questions, or require anything further from our office, please do not hesitate to call me at 505-955-6521.

Sincerely,

Geralyn F. Cardenas
Interim City Clerk

ema

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

Applicant: Wagon Hospitality, LLC (505) 474-7777 **Proposed Location**: 4320 Cerrillos Rd.

(FOR CITY USE ONLY)

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

Geographic Information System Mapping (GIS) Department

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

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

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

Business Licensing Department

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

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

Code Enforcement Department

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

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

*Note: N/A

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

Verification Completed By: Jason D. Sena

Title: Enforc ement manager

Date: Mar 18, 2026

Traffic Engineering Department

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

*Note: N/A

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

Verification Completed By: Marcos Esquibel

Title: Interim Complete Streets Division Di recto r

Date: Mar 18, 2026

City of Santa Fe Fire Department

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

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

*Note: Fire Inspector II Rollin Jones the property today and they'll be passed as soon as their violations are corrected.

~~Fire Inspector II Rollin Jones the property today and they'll be passed as soon as their violations are corrected.~~

Verification Completed By: ✓ CEDRIC GRIEGO (Mar 18, 2026 13:10:38 MDT)

Title: Fire Marshal

Date: Mar 18, 2026

Applicant Supplemental Information Form

1. **Name of Applicant**: Wagon Hospitality LLC

   D/B/A Name to be used: Hyatt Place Santa Fe

   Proposed License Location: 4320 Cerrillos Rd, Santa Fe, NM 87507

   Telephone number: 505.474.7777

   Email: jessica.colclough@hyatt.com

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

   [X] New License (indicate type: Restaurant A)

   [ ] Transfer of location (indicate type: _____)

   [ ] Transfer of ownership (indicate type: _____)

   [ ] Transfer of ownership and location (indicate type: _____)

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

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

   [X] No

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

   [X] Yes (If yes, License # and address where alcohol was being dispensed: #26-029 4320 Cerrillos Rd, Santa Fe, NM 87507)

   [ ] No

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

   [ ] Yes (If yes, please explain: _____.)

   [X] No

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

   Current/Previous Hours of Operation: 10am-10pm alcohol sales

   Proposed Hours of Operation: 10am-10pm alcohol sales

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

   [X] Yes (If yes, is the area fully enclosed? [X] Yes [ ] No)

   [ ] No

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

What days? _No peak/off peak times anticipated_.

What times? _No peak/off peak times anticipated_.

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

[x] Yes (If yes, what is your License #? _130183_)

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

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

[x] Yes (If yes, what is your occupant load issued for your business? _70_)

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

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

[x] Yes (If yes, what is the date the Certificate was issued? _2/24/2026_)

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

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

5.

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

[ ] Business is expected to increase (additional number of customers per day: _____).

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

[x] Business is expected to remain the same.

* Please explain your answer: _No change in business, applying for new license due to change in ownership_.

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

[ ] Traffic can be expected to increase on adjacent streets.

[x] Traffic will not increase on adjacent streets

* Please explain your answer: _No change in business, applying for new license due to change in ownership_.

Name of person completing this form: _Jessica Colclough_

Telephone number: _505.474.7777_

Date: _03.12.2026_

DATE: March 16, 2026

TO: Maggie Moore
Maggie R. Moore, Assistant Planning & Land Use Department Director

VIA: Jason D. Sena

FROM: Jason D. Sena, Enforcement Manager

ITEM & ISSUE : Litter and noise impact assessment,due to a request from Wagon Hospitality, LLC, for the following:

a) The purpose of this hearing is to discuss a request from Wagon Hospitality, LLC for a Restaurant A (Beer & Wine) License with on Premises Consumption and Patio Service, to be located at Hyatt Place Santa Fe 4320 Cerrillos Rd. Santa Fe, NM 87507. This location is not within 300 feet of a church or school.

BACKGROUND AND SUMMARY
It is not anticipated that there will be a substantial change in litter and noise because of this request.

Signature: Maggie Moore
Maggie Moore (Mar 18, 2026 09:13:31 MDT)

Email: mrmoore@santafenm.gov

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Lic. No./Appl. No.: DIS-001158 BLA-1658
Name of Applicant: Palace Hospitality Group, LLC
Doing Business As: Palace
Proposed Location: 142 W. Palace Ave. Santa Fe, NM 87501

THIS MATTER came before the Liquor License Hearing Officer for public hearing on **April 16, 2026** at 4:00 PM by video hearing, on the application of **Palace Hospitality Group, LLC**
(Applicant) for:

1. Request from Palace Hospitality Group, LLC for a Transfer of Ownership of Liquor License No. DIS- 001158 with on-Premises Consumption Only with Patio Service to be located at Palace 142 W. Palace Ave. Santa Fe, NM 87501.

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

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

FINDINGS OF FACT

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

    a. April 1, 2026 memo from Emily Aragon, Constituent Services Specialist.
    b. February 27, 2026 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Charmaine Martinez to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. (NMRLD/AGD) Dispenser Intake Application.
    d. Premises map.
    e. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website)
    f. Checklist per Ordinance 4-4-3.
    g. Applicant Supplemental Information.

h. March 16, 2026 letter from Jason D. Sena, Enforcement Division Manager, stating it is not anticipated that there will be a substantial change in litter and noise because of this request.

2. City Clerk staff member Emily Aragon presented the application.
3. Applicant was represented by Suzanne Odem.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the *Santa Fe New Mexican*, which is a newspaper of general circulation within the territorial limits of the governing body, on March 12 and March 19, 2026 and on the City's website.
6. The Application is for a Transfer of Ownership of Liquor License No. DIS- 001158 with on-Premises Consumption Only with Patio Service to be located at Palace 142 W. Palace Ave. Santa Fe, NM 87501.
7. There is no record of violations.
8. The business is expected to be open Monday to Sunday 3:00pm to 10:00pm.
9. Traffic is not expected to significantly increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
10. The proposed location is not expected to cause a substantial change in litter or noise.
11. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
12. The applicant is in compliance with all Land Use Codes, and issuance or transfer will not be in violation of a zoning or other ordinance of the governing body, once applicant complies with conditions of approval.
13. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
14. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

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

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

4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant is required to comply with all fire, building, and land use codes.
2. Applicant is required to comply with all City of Santa Fe ordinances.

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

/s/ Renee Barela-Gutierrez Date: 04/17/2026
Renee Barela-Gutierrez

City of Santa Fe
200 Lincoln Ave, Santa Fe, NM 87501 | santafenm.gov

Memorandum

DATE: April 1, 2026

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

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

FROM: Emily Aragon, Constituent Services Specialist

ITEM & ISSUE:
Request from Palace Hospitality Group, LLC for a Transfer of Ownership of Liquor License No. DIS-001158 with on-Premises Consumption Only with Patio Service to be located at Palace 142 W. Palace Ave. Santa Fe, NM 87501.

BACKGROUND AND SUMMARY:
Attached are staff reports regarding litter, noise, and traffic. Staff does not anticipate a substantial change in litter and noise, or any unacceptable traffic impacts due to the approval of this request. The proposed location is not within 300 feet of a church, school or daycare.

The applicant does have a current business license with the City of Santa Fe and is required to continue to comply with all Fire, Building and Land Use Code requirements prior to issuance of the City Liquor License.

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

ACTION REQUESTED:
Consideration of the above request

Attachments:
Alcoholic Beverage Control Application
Notice of Public Hearing and Publications
Reminder Letter to Applicant
Staff Reports

Signature:

Email: gfcardenas@santafenm.gov

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

February 27, 2026

Certified Mail No.: 7021 2720 0001 2204 6156

City of Santa Fe
Attn: Andrea Salazar
City Clerk and Director of Community
PO Box 909
Santa Fe, NM 87504-0909

RECEIVED - CITY CLERK
'26 MAR 5

Lic. No. /Appl. No.: **License No. DIS-001158 | BLA-16058**
Name of Applicant: Palace Hospitality Group, LLC
Doing Business As: Palace
Proposed Location: 142 W. Palace Avenue, Santa Fe, New Mexico 87501

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

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

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

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

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

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

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and

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

ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF DISPENSER LIQUOR LICENSE NO. DIS-001158 WITH ON PREMISES CONSUMPTION WITH PATIO SERVICE

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

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

Respectfully,

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 795-4942 Fax: (505) 476-4595
Email: Charmaine.Martinez2@rld.nm.gov

Enclosures:

1. Page 1 (Business Information) (*must be signed and returned w/notices of publication*)
2. Page 2 (Premises Information
3. Copy of Floor Plan

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000016058

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Business Information

Business Information

Business Name: Palace Hospitality Group LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX7689
State Tax ID Number: XX-XXXXX1-00-4
Business Email: dperry@mineralmgmt.com
Business Phone: 2104140095

Contact Person Information

Contact Person Name: Dan Perry
Contact Person Phone: 2104140095
Contact Person Email: dperry@mineralmgmt.com

Business Mailing Address

Mailing Street: 218 W. Palace Avenue
Mailing City: Santa Fe
Mailing State: NM
Mailing Zip Code: 87501
Mailing Country: US

Ownership Transfer Type

Specify the appropriate reason for filing this ownership transfer application?
☑ Applicant Business is buying/acquiring licenses from other business
☐ Applicant Business has a Change in Ownership
If there are new shareholders holding 10% or more ownership interest OR If stock is transferred among existing shareholders and there is a person/business who previously held less than 10% and is now holding 10% or more ownership interest, select "Applicant Business has a Change in Ownership."
Once you navigate to the next screen, you will not be able to change response of this question.

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

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

Signature of City/County Official: _____ Title: _____

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

Signed by Director: _____ Date: _____

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000016058

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Premises Information

License Information

Specify the type of transfer you are applying for?
☐Transfer of Ownership and Location
☑Transfer of Ownership

License Number: DIS-001158
License Expiration Date: 12/31/25
Current DBA Name: PALACE PRIME
Dispenser Type: Inter-Local Dispenser

License Type: Dispenser
Current License Owner: SIERRA LINDA, LLC
Current Lessee: BR FOOD & BEVERAGE, LLC

Current Premises Address

Physical Street: 142 W. PALACE AVENUE
Physical State: NM
Physical County: Santa Fe

Physical City: SANTA FE
Physical Zip Code: 87501
Local Option District: Santa Fe City

Proposed DBA Name

Do you want to change the license DBA Name? Yes
Requested DBA Name: Palace

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Specify Owner(s) of the land and building: Palace, LLC
Specify Date and Terms of Lease/Operating Agreement: Third Amendment to Lease Agreement dated March 26, 2021.

Questions

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

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Dispenser Intake Application

Application Number: BLA-0000016058

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

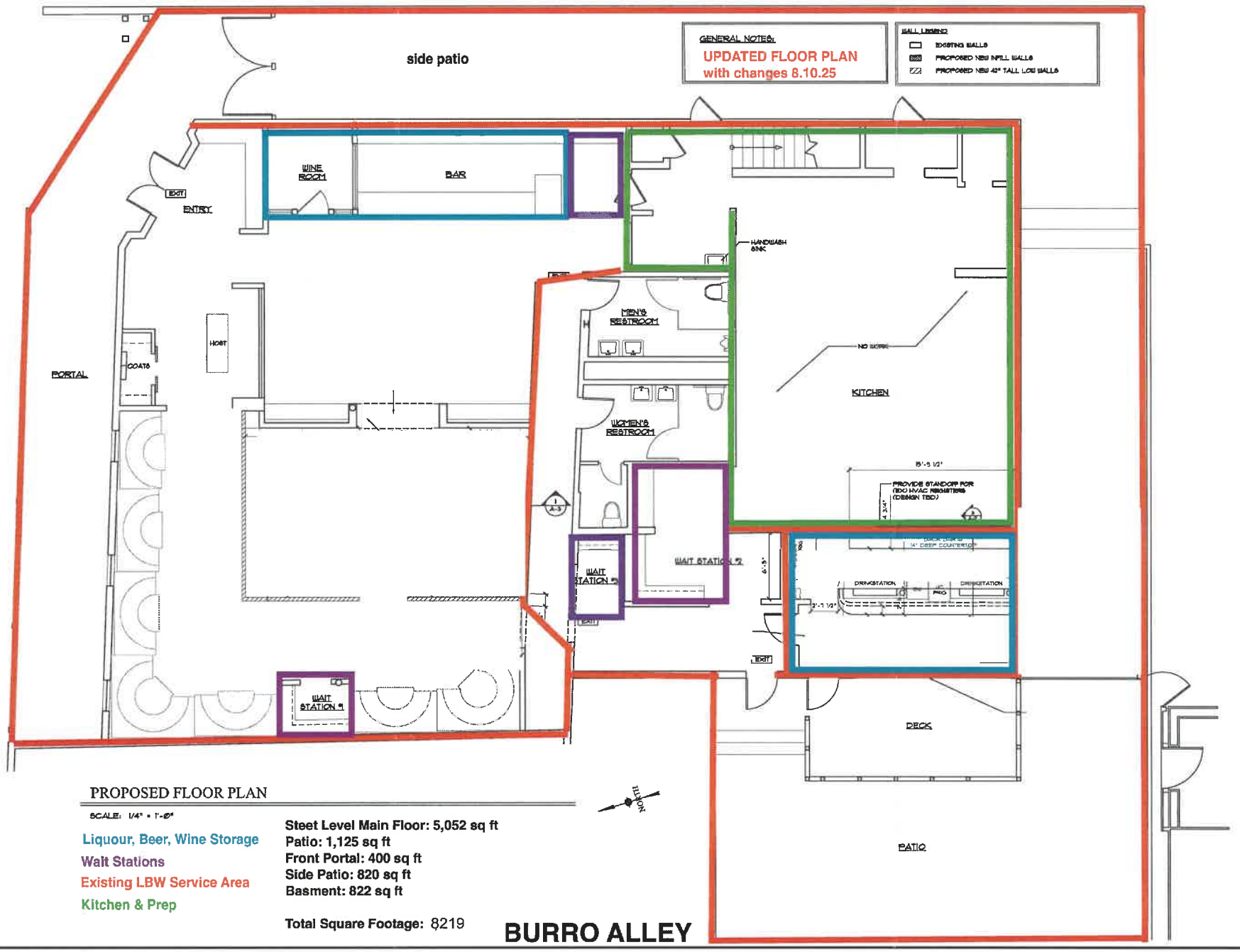
Payment

Fee Name	Fee Amount
Transfer of Loc/Own	200.00
Resident Agent Fee	-50.00
Total Fee Amount:	**150.00**

Attestation/Oath

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

Attestation Signature: Yolanda M Sandoval Date: 12/30/2025



PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

Liquour, Beer, Wine Storage
Wait Stations
Existing LBW Service Area
Kitchen & Prep

Steet Level Main Floor: 5,052 sq ft
Patio: 1,125 sq ft
Front Portal: 400 sq ft
Side Patio: 820 sq ft
Basment: 822 sq ft

Total Square Footage: 8219

ARCHITECTURAL ALLIANCE
612 OLD SANTA FE TRAIL
SANTA FE NEW MEXICO 87505
Telephone 505-983-5299
FAX 505-986-1270
www.archalliinc.com

DO NOT SCALE DRAWINGS
CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS- NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION

THESE DRAWINGS ARE THE PROPERTY OF ARCHITECTURAL ALLIANCE AND ARE NOT TO BE REPRODUCED, ALTERED OR USED FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY WRITTEN AGREEMENT WITH ARCHITECTURAL ALLIANCE LLC ©

NO.	REVISION/SUBMISSION	DATE

STAMP

PROJECT TITLE

PALACE

Interior Alteration

142 W. PALACE AVE.
SANTA FE, NM 87501

PROJECT NO.	24-03		
CHECKED BY	HR	DATE	07/29/25
DRAWN BY	LA	DATE	07/29/25

SHEET TITLE

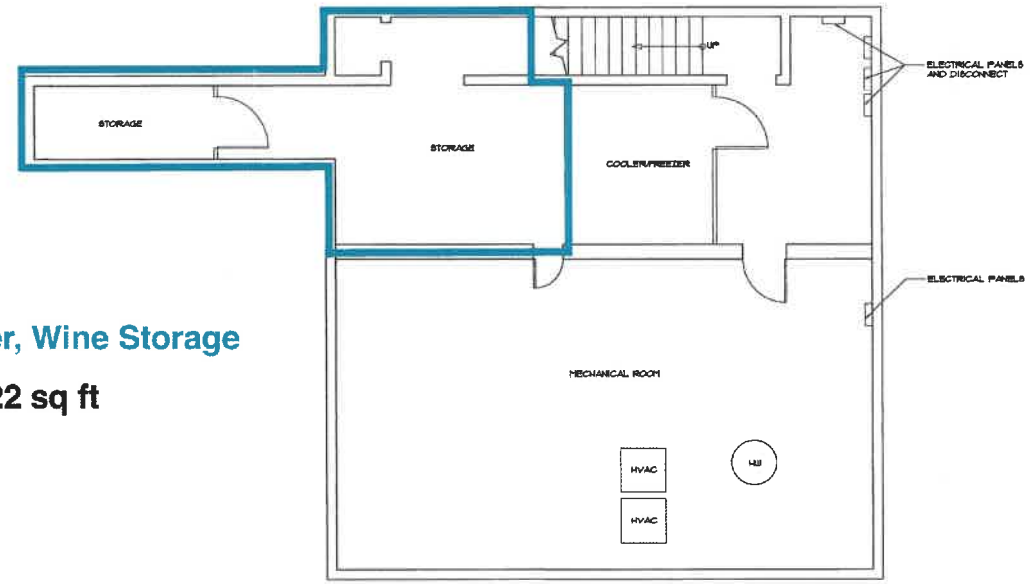
PROPOSED FLOOR PLAN

SHEET NO.

A-2

Liquour, Beer, Wine Storage

Basment: 822 sq ft



EXISTING BASEMENT PLAN

SCALE: 1/4" = 1'-0"

ARCHITECTURAL ALLIANCE INC
612 OLD SANTA FE TRAIL
SANTA FE NEW MEXICO 87501
Telephone 505-988-3269
FAX 505-986-1270
WEBSITE www.archalliss.com

DO NOT SCALE DRAWINGS
CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS. NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO BEGINNING CONSTRUCTION

NO.	REVISION/SUBMISSIONS	DATE

KEY PLAN

STATE OF NEW MEXICO REGISTERED ARCHITECT

PROJECT TITLE

REMODEL AT
PALACE
RESTAURANT

142 W. PALACE AV.
SANTA FE, NM

PROJECT NO.	17-21		
CHECKED BY	EE	DATE	1/7/20
DRAWN BY	DL	DATE	1/7/20

SHEET TITLE

EXISTING
BASEMENT PLAN

SHEET NO.

A-1.1

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, April 16, 2026.

The purpose of this hearing is to discuss a request from Palace Hospitality Group, LLC for a Transfer of Ownership of Dispenser Liquer License No. DIS-001158 with on Premises Consumption with Patio Service, to be located at Palace, 142 W. Palace Ave. Santa Fe, NM 87501. This location is not within 300 feet of a church or school.

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

Geralyn F. Cardenas
Deputy City Clerk

Received by The Santa Fe New Mexican
Date: _____

To Be Published: 3/12/2026
AND
3/19/2026

By _____ Muriah Harding 3/5/26
The Santa Fe New Mexican (Signature)

SANTA FE NEW MEXICAN

Founded 1849

SPENCER FANE LLP
325 Paseo de Peralta
Santa Fe, NM 87501-1860

ACCOUNT:	STSFL
AD NUMBER:	114557
TAG LINE	LEGAL #94989
P.O.#:	CITY CLERK

2 TIME(S)	$76.80
AFFIDAVIT	10.00
TAX	7.11
TOTAL	93.91

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 94989 a copy of which is hereto attached was published in said newspaper 2 day(s) between 03/12/2026 and 03/19/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 12th day of March, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 24th day of March, 2026

Notary _____

Commission Expires: 6/27/29

STATE OF NEW MEXICO
NOTARY PUBLIC
ANNETTE P MARTINEZ
COMMISSION #1068691
COMMISSION EXPIRES 06/27/2029

LEGAL #94989

CITY OF SANTA FE

NOTICE OF
PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, April 16, 2026.

The purpose of this hearing is to discuss a request from Palace Hospitality Group, LLC for a Transfer of Ownership of Dispenser Liquor License No. DIS-001158 with on Premises Consumption with Patio Service, to be located at Palace, 142 W. Palace Ave. Santa Fe, NM 87501. This location is not within 300 feet of a church or school.

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

PUB.: March 12, 19, 2026

VIA EMAIL: dperry@mineralmgmt.com
ysandoval@spencerfane.com

04/06/2026

Palace Hospitality Group, LLC
142 W. Palace Ave.
Santa Fe, New Mexico 87501

RE: Request from Palace Hospitality Group, LLC, for a Transfer of Ownership of Liquor License No. DIS-001158 with On-Premises Consumption with Patio Service, to be Located at Palace 142 W. Palace Ave. Santa Fe, NM 87501.

Good day,

The public hearing before the City of Santa Fe's Liquor Hearing Officer for the above referenced request has been scheduled for Thursday, April 16, 2026, at 4:00 p.m. This will be a virtual hearing via Zoom. You will be provided with the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their April 29, 2026, meeting.

Attached is a copy of the Notice of Public Hearing.

Should you have any questions, or require anything further from our office, please do not hesitate to call me at 505-955-6521.

Sincerely,

Geralyn F. Cardenas
Interim City Clerk

ema

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

Applicant: Palace Hospitality Group, LLC (210) 414-0095 **Proposed Location:** 142 W. Palace Ave.

(FOR CITY USE ONLY)

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

Geographic Information System Mapping (GIS) Department

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

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

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

Business Licensing Department

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

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

Code Enforcement Department

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

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

*Note: N/A

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

Verification Completed By: Jason D. Sena

Title: Enforcement manager

Date: Mar 11, 2026

Traffic Engineering Department

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

*Note: N/A

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

Verification Completed By: Marcos Aguilar

Title: Interim Complete Streets Division Director

Date: Mar 11, 2026

City of Santa Fe Fire Department

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

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

*Note: Per DFM 2 Palace Prime is current on their annual, I went by today and there were no violations.
Per DFM 2 Palace Prime is current on their annual, I went by today and there were no violations.

Verification Completed By: GERONIMO GRIEGO (Mar 11, 2026 11:51 54 MDT)

Title: Fire Marshal

Date: Mar 11, 2026

Applicant Supplemental Information Form

1. **Name of Applicant**: Palace Hospitality Group LLC

   D/B/A Name to be used: Palace Prime

   Proposed License Location: 142 W. Palace Avenue, Santa Fe, NM 87501

   Telephone number: (210) 414-0095

   Email: dperry@mineralmgmt.com

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

   [ ] New License (indicate type: _____)

   [ ] Transfer of location (indicate type: _____)

   [X] Transfer of ownership (indicate type: Dispenser)

   [ ] Transfer of ownership and location (indicate type: _____)

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

   [X] Yes (If yes, License # and Type:_____)

   [ ] No

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

   [X] Yes (If yes, License # and address where alcohol was being dispensed: DIS-0015/ 142 W. Palace Avenue, Santa Fe, NM 87501)

   [ ] No

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

   [ ] Yes (If yes, please explain: _____.)

   [X] No

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

   Current/Previous Hours of Operation: Monday - Sunday 3pm - 10 pm

   Proposed Hours of Operation: Monday - Sunday 3pm - 10 pm

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

   [X] Yes (If yes, is the area fully enclosed? [X] Yes [ ] No)

   [ ] No

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

What days? Friday & Saturday.

What times? 6:30pm - 9pm.

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

☐ Yes (If yes, what is your License #? _____)

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

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

☒ Yes (If yes, what is your occupant load issued for your business? 126)

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

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

☒ Yes (If yes, what is the date the Certificate was issued? 2020-12755-CERT)

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

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

150.

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

☐ Business is expected to increase (additional number of customers per day: 0).

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

☐ Business is expected to remain the same.

* Please explain your answer: We already have a liquor license this application is just for name change and purchase of a liquor license there will be no change in occupancy.

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

☐ Traffic can be expected to increase on adjacent streets.

☐ Traffic will not increase on adjacent streets.

* Please explain your answer: _____

_____.

Name of person completing this form: Charles Dampf

Telephone number: (617) -817-6242

Date: 3/9/2026

DATE: March 16, 2026

TO: Maggie Moore
Maggie R. Moore, Assistant Planning & Land Use Department Director

VIA: Jason D. Sena

FROM: Jason D. Sena, Enforcement Manager

ITEM & ISSUE : Litter and noise impact assessment,due to a request from Palace Hospitality Group, LLC, for the following:

a) The purpose of this hearing is to discuss a request from Palace Hospitality Group, LLC for a Transfer of Ownership of Dispenser Liquer License No. DIS-001158 with on Premises Consumption with Patio Service, to be located at Palace, 142 W. Palace Ave. Santa Fe, NM 87501. This location is not within 300 feet of a church or school.

BACKGROUND AND SUMMARY
It is not anticipated that there will be a substantial change in litter and noise because of this request.

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

Signature: Maggie Moore
Maggie Moore (Mar 18, 2026 09:11:30 MDT)

Email: mrmoore@santafenm.gov

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Lic. No./Appl. No.: Restaurant A APPL BLA-15896
Name of Applicant: Sweetwater Harvest Kitchen, LLC
Doing Business As: Sweetwater Harvest Kitchen
Proposed Location: 1512 Pacheco St. BLGD B. Santa Fe, NM 87505.

THIS MATTER came before the Liquor License Hearing Officer for public hearing on **April 16, 2026** at 4:00 PM by video hearing, on the application of **Sweetwater Harvest Kitchen, LLC**
(Applicant) for:

1. Restaurant A (Beer and Wine) Liquor License with on-premises consumption only with patio service to be located at Sweetwater Harvest Kitchen 1512 Pacheco St. BLGD B. Santa Fe, NM 87505.

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

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

FINDINGS OF FACT

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

    a. March 31, 2026 memo from Emily Aragon, Constituent Services Specialist.
    b. March 4, 2026 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Tammy Sandoval to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. (NMRLD/AGD) Restaurant A Intake Application.
    d. December 4, 2025 letter from Stephanie Perea, Land Use Planner, City of Santa Fe, to Applicant stating the property is zoned I-1 Light Industrial zoning district and is not located within any overlay districts.
    e. Premises map.
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website)

g. Checklist per Ordinance 4-4-3.
h. March 16, 2026 letter from Jason D. Sena, Enforcement Division Manager, stating it is not anticipated that there will be a substantial change in litter and noise because of this request.

2. City Clerk staff member Emily Aragon presented the application.
3. Applicant was represented by Angel Lopez.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the *Santa Fe New Mexican*, which is a newspaper of general circulation within the territorial limits of the governing body, on March 18 and March 25, 2026 and on the City's website.
6. The Application is for a Restaurant A (Beer and Wine) Liquor License with on-premises consumption only with patio service to be located at Sweetwater Harvest Kitchen 1512 Pacheco St. BLGD B. Santa Fe, NM 87505. This location is not within 300 feet of a church or school.
7. There is no record of violations.
8. Traffic is not expected to significantly increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
9. The proposed location is not expected to cause a substantial change in litter or noise.
10. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
11. The applicant is in compliance with all Land Use Codes, and issuance or transfer will not be in violation of a zoning or other ordinance of the governing body, once applicant complies with conditions of approval.
12. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
13. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

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

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423

3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant is required to obtain all necessary permits and licenses.
2. Applicant is required to comply with all fire, building, and land use codes.
3. Applicant is required to comply with all City of Santa Fe ordinances.

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

/s/ Renee Barela-Gutierrez Date: 04/17/2026
Renee Barela-Gutierrez

DATE: March 31, 2026

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

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

FROM: Emily Aragon, Constituent Services Specialist

ITEM & ISSUE:
Request from Sweetwater Harvest Kitchen, LLC for a Restaurant A (Beer and Wine) Liquor License with on-premises consumption only with patio service to be located at Sweetwater Harvest Kitchen 1512 Pacheco St. BLGD B. Santa Fe, NM 87505.

BACKGROUND AND SUMMARY:
Attached are staff reports regarding litter, noise, and traffic. Staff does not anticipate a substantial change in litter and noise, or any unacceptable traffic impacts due to the approval of this request. The proposed location is not within 300 feet of a church, school or daycare.

The applicant does have a current business license with the City of Santa Fe and is required to comply with all Fire, Building and Land Use Code requirements prior to issuance of the City Liquor License.

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

ACTION REQUESTED:
Consideration of the above request

Attachments:
Alcoholic Beverage Control Application
Notice of Public Hearing and Publications
Reminder Letter to Applicant
Staff Reports

Signature:

Email: gfcardenas@santafenm.gov

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

RECEIVED - CITY CLERK
'26 MAR 10

March 4, 2026
By Certified Mail No.: 9171 9690 0935 0299 2422 70

9171 9690 0935 0299 2422 70

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

Lic. No. | Appl. No.:	RESTAURANT A APPL #BLA-15896
Name of Applicant:	SWEETWATER HARVEST KITCHEN, LLC
Doing Business as:	SWEETWATER HARVEST KITCHEN
Proposed Location:	1512 PACHECO ST., BLDG B SANTA FE, NM 87505

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

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

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

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

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

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

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

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

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

ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING A RESTAURANT A (BEER AND WINE) LICENSE WITH ON-PREMISES CONSUMPTION AND PATIO SERVICE.

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

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

Respectfully,

Tammy Sandoval

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

Enclosures:

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

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000015896

Business Information

Business Information

Business Name: SWEETWATER HARVEST KITCHEN, LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX9966
State Tax ID Number: XX-XXXXX8-00-0
Business Email: pedro@sweetwatersf.com
Business Phone: 5057957383

Contact Person Information

Contact Person Name: Pedro Lopez
Contact Person Phone: 5059304653
Contact Person Email: pedro@sweetwatersf.com

Business Mailing Address

Mailing Street: 1512 Pacheco St, Bldg B.
Mailing City: Santa Fe
Mailing State: NM
Mailing Zip Code: 87505
Mailing Country: US

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

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

Signature of City/County Official: _____ Title: _____

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

Signed by Director: _____ Date: _____

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000015896

Premises Information

Premises DBA

Premises Doing Business As (DBA):Sweetwater Harvest Kitchen

Proposed Premises Physical Address

Physical Street: 1512 Pacheco St Bldg B
Physical City: Santa Fe
Physical Zip Code: 87505
Physical State: New Mexico
Physical County: Santa Fe
Local Option District: Santa Fe City
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Specify Owner(s) of the land and building: Pacheco Park Properties
Specify Date and Terms of Lease/Operating Agreement: Commencment Date- July 1,2025, lease agreement made for two years with option to renew after those two years. Terms of lease will be in lease agreement copy.

Zoning

Is the proposed premises location zoned? Yes
You will be required to upload "Copy of Zoning Statement" issued by the local municipality or county. If not applicable, you will be required to upload "Copy of Zoning Statement" or Letter from local government to indicate that there is no zoning for the proposed location.
Specify the zone for proposed premises location (example C-1).: I-1

Distance from nearest School

Name of School: E.J Martinez Elementary School
School Street: 401 W San Mateo Rd
School City: Santa Fe
School State: New Mexico
School Zip Code: 87505
School Country: United States
School Distance (in feet): More than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Altitude Ministries
Church Street: 1612 Pacheco St
Church City: Santa Fe
Church State: New Mexico
Church Zip Code: 87505
Church Country: United States
Church Distance (in feet): More than 400 but less than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

Please specify the appropriate option for the premises that you have specified in the application?

☐ A license has never been issued to the location of the proposed premises.
☑ A license was once issued to the location of the proposed premises but is no longer being operated at the location.
☐ Alcohol operations are currently being performed at the proposed premises by the applicant business.
☐ Alcohol operations are currently being performed at the proposed premises by a business other than the applicant business.

Please provide more details for the option selected in above question?

You can specify more details such as license has become expired non-renewable, business ownership has changed, planning to extend operations of existing premises or planning to buy premises etc.

Sweetwater Harvest Kitchen had an alcohol license with the previous owner, which she did not renew after it expired on October 31st of 2024. The business is now under new ownership and we would like to obtain a new license.

Licenses at Proposed Premises

Please specify the active New Mexico licenses currently held by the proposed premises.

If you need to view, edit, or delete any records, click the down arrow under action for that specific record.

No records to display.

Questions

Has the applicant business ever had a liquor license denied, suspended, revoked, surrendered, or had any other form of discipline or disciplinary action by a licensing agency in another state or jurisdiction?	No
Has the structure and/or ownership disclosure for the applicant business changed since last reported to the department?	Yes
Explain: Yes, Sweetwater Harvest Kitchen changed ownership on July 1st of 2025.	
Does the applicant business own any (direct/indirect) interest in a liquor license?	No

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000015896

Payment

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

Attestation/Oath

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

Attestation Signature: Pedro Lopez

Date: 12/11/2025

COPY

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

December 4, 2025

Pedro Lopez
Sweet Water Harvest Kitchen
1512 Pacheco St B
Santa Fe, NM 87505

RE: Zoning Verification for 1512 Pacheco St, Building B, Santa Fe, NM

Dear Mr. Lopez,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned I-1 Light Industrial zoning district and is not located in any overlay districts.

14-4.3(F) I-1 Light Industrial District
The I-1 district is intended primarily for light manufacturing, processing, storage, warehousing, distribution and similar commercial uses. Regulations are intended to prevent friction between uses within the district and also to protect nearby residential districts.

Full-service restaurants which may or may not have patio services, with incidental alcohol service for on-site consumption are permitted uses in the I-1 Zoning District.

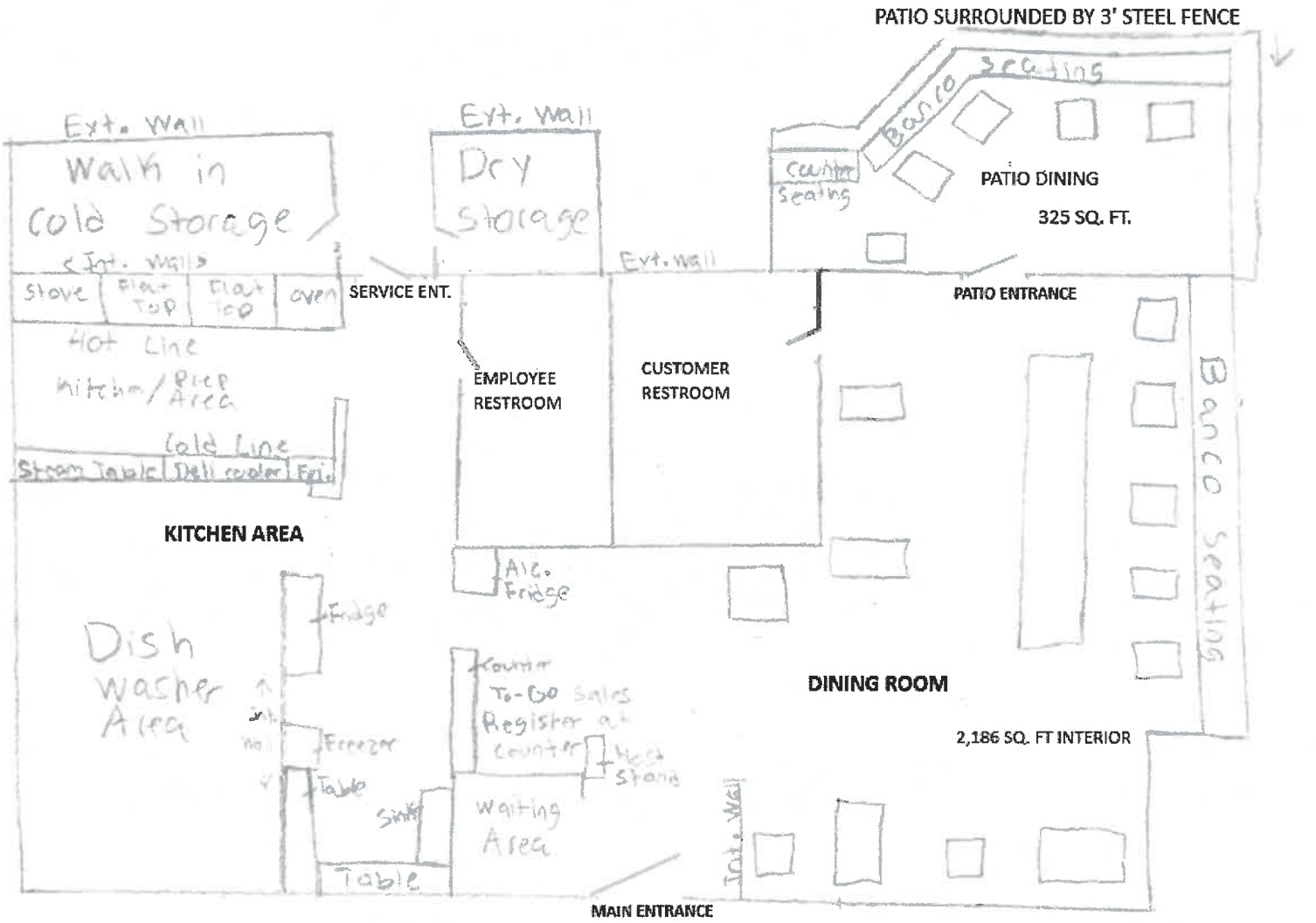
For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc.

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

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

Stephanie Perea

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



CAMINO DE MONTE REY

COPY

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, April 16, 2026.

The purpose of this hearing is to discuss a request from Sweetwater Harvest Kitchen, LLC for a Restaurant A (Beer & Wine) License with on Premises Consumption and Patio Service, to be located at Sweetwater Harvest Kitchen 1512 Pacheco St. BLDG B. Santa Fe, NM 87505. This location is not within 300 feet of a church or school.

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

Geralyn F. Cardenas
Deputy City Clerk

Received by The Santa Fe New Mexican
Date: 3/10/2026

To Be Published: 3/18/2026
AND
3/25/2026

By _____
The Santa Fe New Mexican (Signature)

SANTA FE NEW MEXICAN

150 Washington Ave., Ste 105
Mail Payments To:
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Receipt Invoice

SWEETWATER HARVEST KITCHEN
1512 Pacheco St
Santa Fe NM, 87505-4911

505-795-7383

Tagline:	LEGAL #95051		
Account Number:	S22324		
Ad ID:	115005		
		Sales Rep:	Nathaniel Martinez
Ordered By:		**Order Taken By:**	Nathaniel Martinez
Ad Cost:	$97.10		
Tax Amount:	$7.95	**Payment**	$0.00
Total Amount:	$105.05	**Tagline:**	LEGAL #95051
Amount Due:	$105.05		
PO Number:			
Payment:	$0.00		
Major Class:	LEGALS	**Product:**	
Classification:	Legals	**Placement:**	
		Ad Size:	1.22" x 4.790"
Ad Type	Legal (wrapper)	**Modular Size:**	
# of Words	131	**Color:**	

Run Dates:

03/18/26, 03/25/26

LEGAL #95051

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Thursday, April 16, 2026.

The purpose of this hearing is to discuss a request from Sweetwater Harvest Kitchen, LLC for a Restaurant A (Beer & Wine) License with on Premises Consumption and Patio Service, to be located at Sweetwater Harvest Kitchen 1512 Pacheco St. BLDG B. Santa Fe, NM 87505. This location is not within 300 feet of a church or school.

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

Geralyn F. Cardenas
Deputy City Clerk

PUB.: Mar. 18, 25, 2026

VIA EMAIL: pedro@sweetwatersf.com

04/06/2026

Sweetwater Harvest Kitchen, LLC
1512 Pacheco St. BLDG B
Santa Fe, New Mexico 87505

RE: Request from Sweetwater Harvest Kitchen, LLC, for a Restaurant A (Beer and Wine) with On-Premises Consumption and Patio Service, to be Located at Sweetwater Harvest Kitchen 1512 Pacheco St. BLDG B Santa Fe, NM 87505

Good day,

The public hearing before the City of Santa Fe's Liquor Hearing Officer for the above reference request has been scheduled for Thursday, April 16, 2026, at 4:00 p.m. This will be a virtual hearing via Zoom. You will be provided with the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their April 29, 2026, meeting.

Attached is a copy of the Notice of Public Hearing.

Should you have any questions, or require anything further from our office, please do not hesitate to call me at 505-955-6521.

Sincerely,

Geralyn F. Cardenas
Interim City Clerk

ema

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

Applicant: Sweetwater Harvest Kitchen, LLC (505) 795-7383 **Proposed Location**: 1512 Pacheco St. BLDG B

(FOR CITY USE ONLY)

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

Geographic Information System Mapping (GIS) Department

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

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

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

Business Licensing Department

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

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

Code Enforcement Department

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

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

*Note: N/A

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

Verification Completed By: Jason D. Sena

Title: Enforc ement Manager

Date: Mar 20, 2026

Traffic Engineering Department

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

*Note: N/A

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

Verification Completed By: Marcos Esquibel

Title: Interim Complete Streets Division Di recto r

Date: Mar 20, 2026

City of Santa Fe Fire Department

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

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

*Note: Fire Inspector II Andrew George passed inspection on March 19, 2026

Fire Inspector II Andrew George passed inspection on March 19, 2026

Verification Completed By: CLAUDINE GRIEGO (Mar 19, 2026 13:13:50 MDT)

Title: Fire Marshal

Date: Mar 19, 2026

DATE: March 16, 2026

TO: Maggie Moore
Maggie R. Moore, Assistant Planning & Land Use Department Director

VIA: Jason D. Sena

FROM: Jason D. Sena, Enforcement Manager

ITEM & ISSUE : Litter and noise impact assessment,due to a request from Sweetwater Harvest Kitchen, LLC, for the following:

a) The purpose of this hearing is to discuss a request from Sweetwater Harvest Kitchen, LLC for a Restaurant A (Beer & Wine) License with on Premises Consumption and Patio Service, to be located at Sweetwater Harvest Kitchen 1512 Pacheco St. BLDG B. Santa Fe, NM 87505. This location is not within 300 feet of a church or school.

BACKGROUND AND SUMMARY
It is not anticipated that there will be a substantial change in litter and noise because of this request.

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

Signature: Maggie Moore
Maggie Moore (Mar 18, 2026 09:14:39 MDT)

Email: mrmoore@santafenm.gov

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Type of Disperser Permit: Special Dispenser Private Event
Business Name (DBA): STAR INVESTMENT, LLC (Kelly Liquor Barn)
Business Mailing Address: 2885 Cerrillos Road, Santa Fe, NM 87507
License Number: DIS-000338
Event Name: NDI New Mexico Gala
Event Date: 05/09/2026

THIS MATTER came before the Liquor License Hearing Officer for public hearing on **April 16, 2026** at 4:00 PM by video hearing, on the request of **National Dance Institute of New Mexico (NDI)** (Applicant) for:

1. Request from National Dance Institute of New Mexico (NDI) for a waiver of the 300-foot location restriction and approval to allow the dispense/consumption of alcoholic beverages at the NDI Dance Barns, 1140 Alto St., which is within 300 feet of Aspen Community Magnet School, 450 La Madera St. and La Communidad de Los Ninos Head Start, 1121 Alto St.

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

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

FINDINGS OF FACT

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

    a. March 31, 2026 memo from Emily Aragon, Constituent Services Specialist.
    b. (NMRLD/AGD) Special Dispenser Permit Intake Application.
    c. Premises map.
    d. March 13, 2026 letter from Santa Fe Public Schools neither opposing nor supporting the application.
    e. February 5, 2026 letter from NDI authorizing Kelly's Liquor Barn to perform catering bar services for the NDI New Mexico Gala on May 9, 2026.
    f. Premises Map.
    g. Server List.

2. City Clerk staff member Emily Aragon presented the application.
3. Applicant was represented by Yong Il Jo.
4. The Application is for a waiver of the 300-foot location restriction and approval to allow the dispense/consumption of alcoholic beverages at the NDI Dance Barns, 1140 Alto St., which is within 300 feet of Aspen Community Magnet School, 450 La Madera St. and La Communidad de Los Ninos Head Start, 1121 Alto St.
5. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
6. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

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

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

CONDITIONS OF APPROVAL

None.

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

/s/ Renee Barela-Gutierrez Date: 04/17/2026
Renee Barela-Gutierrez

DATE: March 31, 2026

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

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

FROM: Emily Aragon, Constituent Services Specialist

ITEM & ISSUE:
Request from National Dance Institute of New Mexico (NDI) for a waiver of the 300-foot location restriction and approval to allow the dispense/consumption of alcoholic beverages at the NDI Dance Barns, 1140 Alto St., which is within 300 feet of Aspen Community Magnet School, 450 La Madera St. and La Communidad de Los Ninos Head Start, 1121 Alto St.

BACKGROUND AND SUMMARY:
Pursuant §60-6B-10 NMSA 1978, a request from NDI for a waiver of the 300-foot location restriction has been submitted to allow the dispensing/consumption of alcohol at their 2026 Annual Gala which will be held on Saturday, May 9, 2026, with alcohol service from 4:30 p.m. to 10:30 p.m.

ACTION REQUESTED:
Consideration of the above request

Attachments:
Special Dispenser Permit Intake Application
Letter from Santa Fe Public Schools
Letter from National Dance Institute of New Mexico

Signature:

Email: gfcardenas@santafenm.gov

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division
Special Dispenser Permit Intake Application
Application Number: PAR-0000416428

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

License Holder Information

Type of Dispenser Permit: Special Dispenser Private Event
Business Name (DBA): STAR INVESTMENT, LLC
Business Mailing Address: 2885 Cerrillos Road,Santa Fe,NM,US,87507
Business Phone: 5056999903
Business Email: kellyliquorbarn@gmail.com

License Number: DIS-000338
License Type: Dispenser
License Expiry Date: 06/30/2026

Event Information

Event Name: NDI New Mexico Gala
Event Venue: Both
Event Start Date: 05/09/2026
Event End Date: 05/09/2026
No of Days of Event: 1
Does this event allow guests of all ages: No
Will wristbands be used to assist in identifying attendees 21 years of age and older: Yes
Event Description: Fundraiser

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'26 MAR 26

Event Physical Address

Event Street: 1140 Alto Dr
Event City: Santa Fe
Event Zip Code: 87501
Event State: NM
Event County: Santa Fe
Event Local Option District: Santa Fe City

Event Date/Hours

Date of Event: 05/09/2026
Time Event Begins: 4:30 PM
Time Event Ends: 11:00 PM
Time of Alcohol Service: Begins at: 4:30 PM
Ends at: 10:30 PM
Total No. of Attendees Expected at Event: 480
Total No. of Attendees Expected to Consume Alcohol: 350

Sponsor Information

Event Sponsor Name (Event Organizer): NDI New Mexico
Event Sponsor Contact Person: Cat Vanderpool
Event Sponsor Contact Email: cvanderpool@ndi-nm.org
Event Sponsor Contact Phone: 5059772439

Security Information

Security Type: Licensed Security Company
Number of Security Guards at Event: 8
Licensed Security Company Name: Independent Security Co. and Schimmel Security

Alcoholic Beverage Control Division

Special Dispenser Permit Intake Application

Application Number: PAR-0000416428

NOTE: LICENSEE'S EMPLOYEE(S) ASSIGNED TO WORK SECURITY, MUST WORK THIS EXCLUSIVELY AND MAY NOT SERVE AT THE EVENT.

License Holder and Server Certification

I YONG IL JO (Licensee) hereby certify this application is signed by Licensee or authorized person under this License. I further certify that all persons providing the service of alcoholic beverages at the Event are currently Server Certified, that they are all my employees, and that ALL the information in this Application and the Attachments, is true and correct. Licensee Agrees that if any statements or representations herein are found to be false, the Director may refuse to issue additional permits. I understand that all fees submitted are non-refundable.

Licensee Name: (print) YONG IL JO

Signature: _____ **Date:** 03/26/2026

Local Governing Body Approval

Print Name: Geralyn F. Cardenas **Title:** City Clerk

Signature: _____ **Date:** 3/27/26

Phone No.: 505-955-6519 **Fax:** _____

SFPS
Santa Fe Public Schools
Striving for Excellence

Russell Baker, Executive Director
Cat Vanderpool, Event Manager
NDI New Mexico
1140 Alto Street
Santa Fe, NM 87501

March 13, 2026

Re: NDI New Mexico Annual Gala

Dear Mr. Baker and Cat Vanderpool:

I have received the email request submitted to Alma Bejar, Executive Administrative assistant to the Board of Education and Superintendent dated February 5, 2026, regarding your request for a letter of no opposition from Santa Fe Public Schools related to your Special Dispensers Permit for the NDI New Mexico Gala to be held on May 9, 2026. Santa Fe Public School Board Policy 623, "Certain Special Events Within 300 feet of District," states:

> **The District will refrain from issuing a decision regarding opposition or non-opposition to the City of Santa Fe regarding special events where liquor will be sold or consumed within 300 feet of school district property and instead will refer the City of Santa Fe to this policy.**

I am writing to confirm that the Santa Fe Public Schools will neither oppose nor support NDI's application for a Special Dispensers Permit for the NDI New Mexico Annual Gala. Good luck with the event!

Sincerely,

Dr. Christine E. Griffin
Superintendent
Santa Fe Public Schools

Enclosure: BOE Policy 623

ndi NEW MEXICO

teaching children excellence

February 5, 2026

To Whom it May Concern,

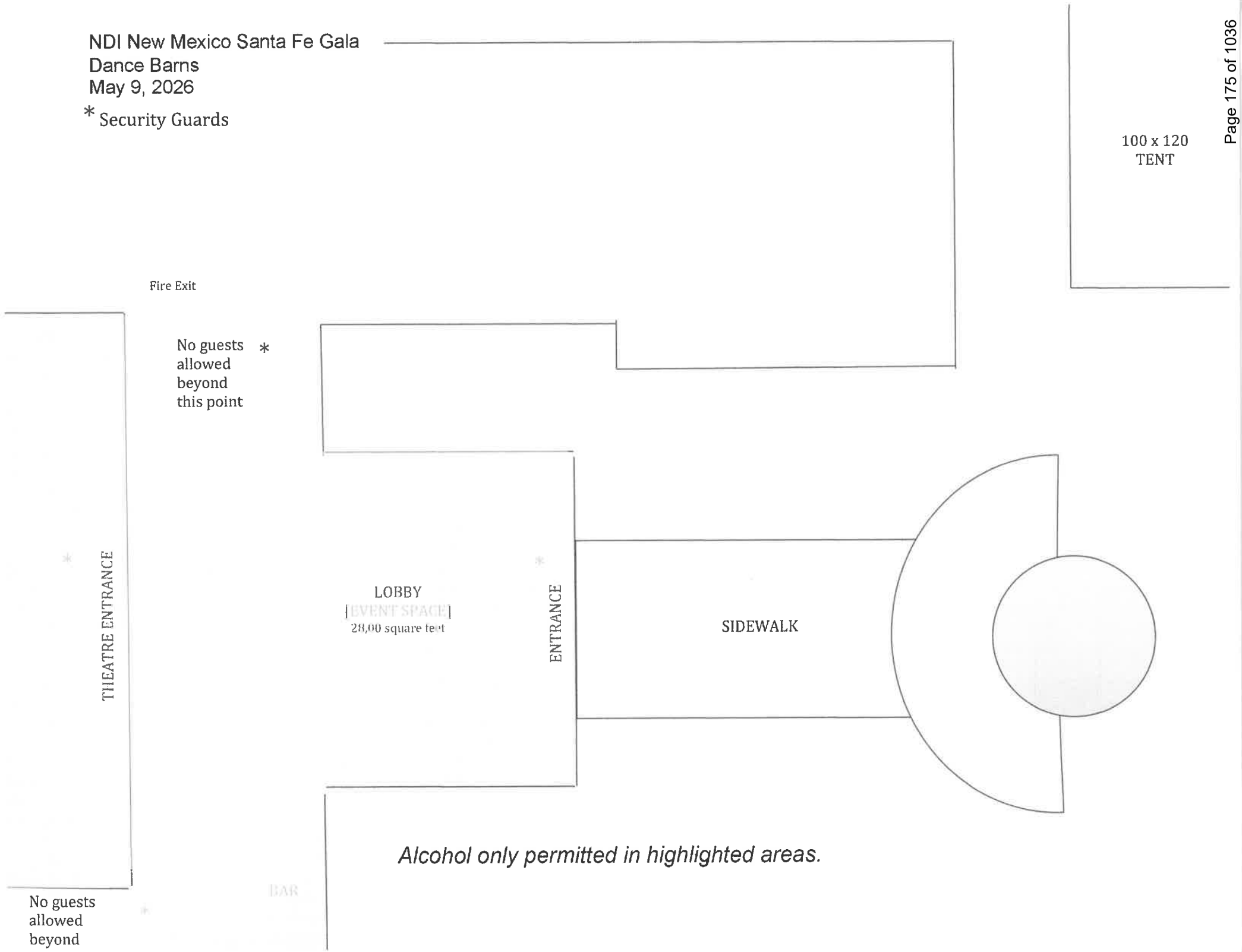
As the building ownners of the NDINM Dance Barns at 1140 Alto Drive, Santa Fe NM 87501, we authorize Kelly's Liquor Barn to perform catering bar services for the NDI New Mexico Gala on May 9th, 2026. Event will be held at the NDINM Dance Barns and serving hours for alcohol will be from 4:30 p.m. to 11:00 p.m.

Sincerely,

Russell Baker
Executive Director
NDI New Mexico

NDI New Mexico Santa Fe Gala
Dance Barns
May 9, 2026

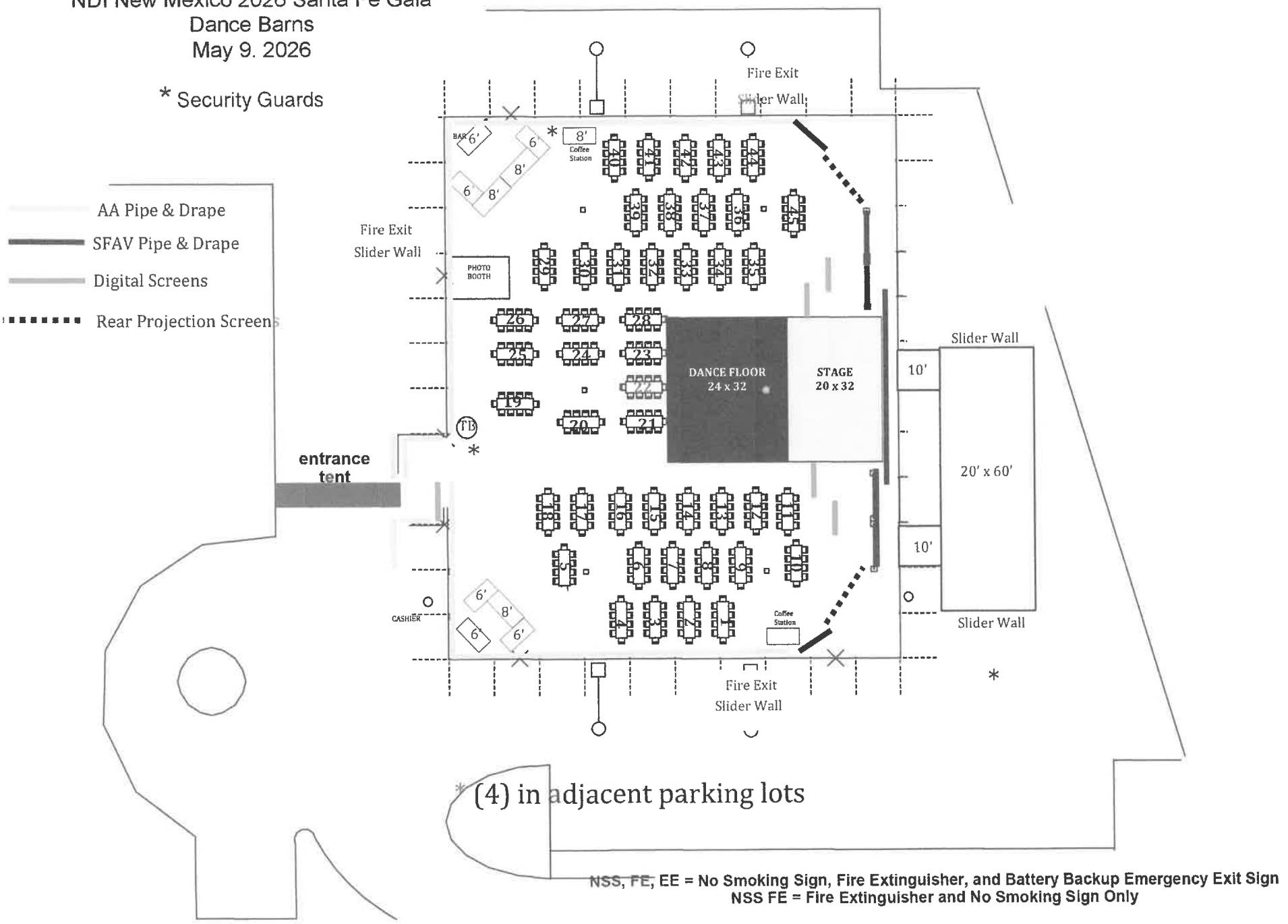
* Security Guards



Alcohol only permitted in highlighted areas.

NDI New Mexico 2026 Santa Fe Gala
Dance Barns
May 9. 2026

* Security Guards



~~NSS, FE~~, EE = No Smoking Sign, Fire Extinguisher, and Battery Backup Emergency Exit Sign
NSS FE = Fire Extinguisher and No Smoking Sign Only

Name	License Number	Experation Date
Adrian Lopez	S038378	2/27/27
Alejandro Dalolio-Cordero	S152932	1/27/28
Amelia Rose	S156859	3/1/28
Atlanta Keil	S161599	6/17/28
Bambi Bonhomme	S164829	8/13/28
Camala Washabaugh	S122245	10/4/26
Caroline (Carole) Anton	S153011	1/31/28
Christine Chronis	S130713	2/18/27
Christine Winfield	S154078	2/10/28
Chris Ressler	S147615	9/25/27
Destiny Caceres	S158212	4/17/28
Edmundo Mendoza	S152253	12/10/27
Eduardo Beltran Martinez	S170388	1/4/29
Emily Mayer	S115718	6/28/26
Emma (Emily) Green	S100749	9/8/28
Estrella Gonzalez	S079829	11/24/27
Heather Hurtt	S117003	6/7/26
Janice Montez	S027781	8/1/28
Janice Simmons	S010334	10/9/26
(Jo) Amy Christian	S155251	8/21/27
Joseph Armijo	S121530	9/9/26
Julia Kliglich	S144443	5/10/27
Julian Trujillo	S026692	12/1/26
Kim Padilla	S020383	5/19/28
Lee King	S133777	4/22/27
Lynn Dimet	S101413	5/30/27

Mary Woolston	S091529	1/28/27
Meg Sewall	S133902	4/1/27
Michael Naiman	S110218	4/18/26
Patricia Miranda	S114697	6/3/26
Ren Murata-Long	S161032	6/25/28
Rocky (Raquel) Trujillo	S141766	5/8/27
Shannon Flynn	S147468	9/17/27
Sonja Dewing	S113499	5/21/26
Spencer Stroud	S128664	12/23/26
Tara Bast	S152616	1/4/28
Tara Thomas	S152931	1/27/28
Tasio Hernandez	S167717	10/15/28
Tia Reece	S001852	4/25/27

Tyra (Proctor) Dillenschneider	S163277	7/19/28
Wanda Lobito	S018293	5/28/28
Wendy Foster	S082199	8/30/27
Fania Martinez	S128000	6/3/28

Pablo Alonso Almeida-Veleta	S024074	7/12/27
Jesus Almeida Veleta	S142157	5/24/27

CITY OF SANTA FE

Date: March 25, 2026

To: Governing Body

From: Scott Overlie, Parks Division Project Manager III

Via: Sam Burnett, Interim Public Works Department Director SB
Melissa McDonald, Public Works, Parks Division Director MMc
MMc (Mar 27, 2026 14:15:02 MDT)
Carol Swenson, Public Works Business Operations Manager CS
CS

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

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

APPROVED BY DEPARTMENT:

Cabinet Secretary 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) (Title)

Date

ATTEST:

Signature

(Title)

(Print Name)

Date

Fiscal Officer or Chief Financial Officer:

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

Signature

Andrea Phillips Interim Finance Director

(Print Name) (Title)

04/13/2026

Date

As To Legal Form And Sufficiency

Kevin L. Nault

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

Signature

Kevin L. Nault Assistant City Attorney

(Print Name) (Title)

Mar 24, 2026

Date

EXHIBIT A

Request for Payment Form and Certification

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

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

A. Grantee: _____

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

_____
City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

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

H. ☐ Final Request for Payment *(if applicable)*

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

Grantee Fiscal Officer or **Fiscal Agent** *(if applicable)*	**Grantee Representative**
Printed Name	Printed Name
Date:	Date:

(State Agency Use Only)

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

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

ASD Officer	Date	Division Grant Manager	Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

Revised 7/2025

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OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

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

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

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

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data analysis from various sources.

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

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

VII. Ownership of Information:

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

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

Project ID: PTW2533502

Grant ID: S2648

Approved By: ERIKA LUJAN
ERIKA LUJAN (Mar 25, 2026 15:26:51 MDT)

(Finance Use Only)

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

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

---

☐ 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

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks	3/17/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - Ragle Park Field #3	3559980	572970	PTW2533502- CONSTRUC	300,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DFA 25-J3158	3559980	490210	PTW2533502-CONSTRUC	(300,000)	
				$ -	$ -

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

NM DFA grant award 25-J3158 for Ragle Park in the total amount of $300,000. Reversion 6/30/2029.

Please place in 572970 (CONSTRUC RAGLE FIELD #3)

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

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

Troy Bernal — 3/17/2026
Prepared By *{print name}* — Date

Carol Swenson
Carol Swenson (Mar 25, 2026 13:48:30 MDT)
Business Operations Manager Signature *{optional}* — Date

JOHN BURNETT (Apr 3, 2026 07:35:23 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY
EXCLUSIVE NEGOTIATION AGREEMENT
CITY-OWNED PROPERTY AT THE MIDTOWN SITE

This Exclusive Negotiation Agreement (the "ENA" or "Agreement") is entered this XX day of XXX, 2026 by and between the following the CITY OF SANTA FE, a municipality chartered under the laws of New Mexico ("City" or "Owner") and Homewise, Inc. ("Offeror"), collectively the "Parties".

The Offeror shall be personally involved in the performance of the ENA and serve as the developer and operator of the **Proposed Project** as generally described in the Property Sale or Lease Offer submitted by the Offeror to the City dated May 28, 2025 (the "Offer").

1. **Purpose.** The Purpose of this Agreement is to provide a due diligence period to undertake feasibility studies and for the refinement and preparation of the Conceptual Development Proposal provided in the Offer. During this time period the City will only negotiate with the Offeror regarding disposition of the Project Parcel, as defined below. The Conceptual Development Proposal, Offer Price, and other terms (the "Development Plans") are to be refined and developed by the Offeror and negotiated by and between the Offeror and City during the term of this ENA. The negotiation of the terms and conditions between the Parties shall serve as the basis for entering a Disposition and Development Agreement (the "DDA") for the Project Parcel. Through the term of this Agreement, the City intends to undertake a process in which the Parties engage in a due diligence and negotiation period to ensure the viability of the Proposed Project, and that the Proposed Project is in the best interest of the City.

2. **City Property.** The City owns certain property comprising 64-acress of land and buildings known as the Midtown Site (the "Midtown Site") with a current address at 1600 St. Michaels Drive, Santa Fe, NM 87505, within Section 34, T.17N., R.9E., N.M.P .M., in Santa Fe County, New Mexico, U.S.A (the "Property"). See **Exhibit A: City Property Map**.

3. **Project Parcel.** The Project Parcel, identified as Tract # R2-1b, is located within the City Property (the "Project Parcel"). The size of the Project Parcel is approximately 3.21 acres or 140,208 square feet. See **Exhibit B: Project Parcel Map**.

4. **Offer Price and Consideration.** The Offeror proposed $1 (one dollar) for the Project Parcel for consideration by the City, pursuant to the Property Sale or Lease Offer submitted by the Offeror to the City dated May 28, 2025 (the "Offer Price").
5. **Good Faith Deposit**. Within seven (7) days after the Effective Date of the ENA, the Offeror shall wire transfer to the City in the amount of $5,000.00 (five thousand dollars) ("Good Faith Deposit"). The Good Faith Deposit shall be non-refundable and may be used by the City to perform necessary due diligence activities and analysis during the ENA period with the Selected Offeror.

6.

7. **ENA Due Diligence Deposit.** The Offeror shall make a deposit equal to 100% of Offer Price, (the "ENA Due Diligence Deposit") which shall be deposited within five (5) business days of full execution of this ENA.

   The ENA Due Diligence Deposit shall be fully refundable until the end date of the ENA Due Diligence Period. The City will apply the ENA Due Diligence Deposit to the Offeror's payment of the final Offer Price agreed to by the Parties. ENA Due Diligence Deposit shall be fully refundable until 5:00pm, Mountain Time, on the last day of the Due Diligence Period.

8. **ENA Due Diligence Period.** The term of this Agreement (the "ENA Due Diligence Period") shall commence upon execution of this ENA and terminate 365 days from the execution of this ENA.

   The ENA Due Diligence Period may be extended in 4-month increments. Extension to the ENA Due Diligence Period is at the City's sole discretion.

9. **Disposition and Development Agreement.** The Parties shall negotiate a Disposition and Development Agreement for consideration by the City's Governing Body.

10. **Development Plans/DDA Exhibits.** At a minimum, the DDA exhibits developed by the Offeror during the ENA Due Diligence Period, shall include the following elements of the Development Plans:
    a. Updated Price Offer and Terms
    b. Development Program
    c. Development Schedule and Phasing Plan
    d. Development Capital and Operating Budgets
    e. Schematic Site Plan(s)
    f. Conceptual Architectural Elevation(s)
    g. List of Community Development Plan Requirements and Value-Add Priorities with Cost Estimates

11. **DDA Predevelopment Plans.** The DDA will require a non-refundable Predevelopment Deposit of ten thousand dollars ($10,000)..

12. **Inspections.** Offeror has inspected or will inspect the Project Parcel or will waive the right to inspect the Project Parcel on or before 5:00pm Mountain Time at the end of the ENA Due Diligence Period. Owner will provide access to the Project Parcel upon Offeror's request for Offeror, its agents, assigns, consultants, legal counsel, etc., not to be unreasonably refused, and Owner hereby grants Offeror and its agents, assigns, consultants, employees, and contractors permission to go upon the Project Parcel at Offeror's expense to make such survey, tests, and other engineering studies and site analyses as Offeror may require, subject to a minimum five (5) business days written

notice to Owner. Notwithstanding anything to the contrary in this ENA, Offeror shall not conduct any invasive third party testing, including environmental or archeological testing, on the Project Parcel without giving prior written notice to Owner for Owner written approval of the specific activity or scope of work to be undertaken (including, with respect to any invasive testing; a written plan for such testing; the name of the firm to perform such activity and their qualifications; signed contract between Offeror and the contractor; evidence of contractor's required insurance). See **Exhibit C: Insurance Requirements**.
The Grantee will restore the Property to the same condition in which it existed immediately prior to the conducting of any inspection or testing, promptly upon completion of each such inspection.

The Grantee will not permit any liens or encumbrances to arise against the Property in connection with or as a result of such Access Studies. The Offeror shall require that all Project Parcel assessments, investigations, reports, studies, and other due diligence documents produced or procured by the Offeror be additionally certified to the City.

13. **Insurance.** Offeror shall secure and submit insurance coverage in a form and amount acceptable to the Owner for Offeror and any contractor performing work at the Property and Project Parcel. See **Exhibit C: Insurance Requirements**.

14. **Other Conditions and Terms.**
    a. Offeror represents that Offeror has full legal authority to enter this ENA. The person executing this contract on behalf of Offeror has the full right and authority to do so, and Offeror will deliver to Owner prior to the execution of this ENA evidence as Owner may reasonably require that Offeror has taken all appropriate corporate action to authorize the Offer.

    b. Offeror shall indemnify, hold harmless, or insure the City, including its officers, employees, and agents, against claims, liability, damages, losses and costs arising from any personal injury or damage to personal property, including attorney fees, to the extent that any such claim, liability, damages, losses, or costs arise out of, or are proximately caused by any act or omission of the Offeror, its officers, employees, agents, representatives, consultants or contractors in furtherance of this Agreement. Nothing in this Agreement shall be construed as an indemnification by the City for any loss, damages, injury, or death arising out of, or proximately caused, in whole or part, by the City, its officials, employees, attorneys, agents, representatives, consultants or contractors. Nothing herein shall obligate or be construed to obligate the City to provide any indemnity, insurance, or other protection for or on behalf of Offeror or any third party.
    c. To the best of Owner's knowledge, there is no condemnation or similar proceeding or legal action of any kind or character whatsoever, affecting the Project Parcel pending, threatened, or contemplated by any governmental authority which will in any manner affect the rights of Offeror upon or after the execution of the DDA.

d. Owner will provide the Offeror with copies of relevant documents in its possession relating to Project Parcel, including any covenants, conditions, and restrictions, reciprocal easements and parking agreements, copies of tax statements, existing leases, and property or building assessments, if any. Owner shall have no obligation to provide any information to the Offeror that is privileged, confidential, or otherwise not subject to public disclosure.
e. Offeror shall collaborate and coordinate with the Owner to ensure that Offeror's proposed horizontal development activities are aligned with Owner's planning, design, and construction of the infrastructure and public right of ways, including streets, sidewalks, open spaces, easements, and other related activities. Furthermore, Offeror shall coordinate with Owner regarding the implementation of the Midtown Master Plan into the Offeror's Project Plans with the objective of ensuring consistency with development and design guidelines, intents, and requirements described in the Midtown Master Plan.
f. To the best of Owner's knowledge, there is no condemnation or similar proceeding or legal action of any kind or character whatsoever, affecting the Project Parcel pending, threatened, or contemplated by any governmental authority which will in any manner affect the rights of Offeror upon or after the execution of the DDA.
g. Owner will provide the Offeror with copies of relevant documents in its possession relating to Project Parcel, including any covenants, conditions, and restrictions, reciprocal easements and parking agreements, copies of tax statements, existing leases, and property or building assessments, if any. Owner shall have no obligation to provide any information to the Offeror that is privileged, confidential, or otherwise not subject to public disclosure.
h. Offeror shall collaborate and coordinate with the Owner to ensure that Offeror's proposed horizontal development activities are aligned with Owner's planning, design, and construction of the infrastructure and public right of ways, including streets, sidewalks, open spaces, easements, and other related activities. Furthermore, Offeror shall coordinate with Owner regarding the implementation of the Midtown Master Plan into the Offeror's Project Plans with the objective of ensuring consistency with development and design guidelines, intents, and requirements described in the Midtown Master Plan.
i. During the ENA Due Diligence Period, Owner and Offeror shall negotiate terms for any public infrastructure improvements that directly impact the Offeror's Development Plans. Agreed upon terms shall be included in the DDA.
j. In the context of this Agreement, the City Manager may act on behalf of the Owner for extensions, notice, access.

15. **Survey.** Owner at Owner's expense shall provide any surveys in Owner's possession that include the Project Parcel within 30 days after execution of the ENA.

Offeror at Offeror's expense shall have the right to order a survey to expedite due diligence. Offeror shall be responsible for surveys to create additional parcels within the Project Parcel.

16. **Expenses.** Offeror shall pay its due diligence, inspections, legal review, appraisal, loan fees, environmental inspections, architecture and engineering fees, survey acceptable to financial institution requirements, and other expenses associated with this ENA.

17. **Exclusivity.** Upon execution of this ENA, both Offeror and Owner agree to negotiate in good faith, and Owner shall not entertain any other offers for the Property for the term of this ENA.

18. **Termination.**
    a. Failure to Pay Deposits. If Offeror fails to timely pay the Deposits this Agreement shall automatically terminate without further action by either Party.
    b. Execution of DDA. If a DDA is executed by the Parties relating to all or part of the Project Parcel during the ENA Due Diligence Period or any extensions, then this ENA shall terminate upon execution of said DDA with respect to the portion, or all, of the Project Parcel subject to the DDA.
    c. Discretionary Termination by a Party. If either Party concludes at any time in its sole discretion that (a) the Proposed Project is not feasible, or (b) that the negotiations are unlikely to result in the execution of mutually agreeable DDA, then such Party may terminate this Agreement by delivering written notice thereof to the other Party.
    d. Expiration of Term. Unless sooner terminated as provided above, this Agreement shall terminate upon expiration of the ENA Due Diligence Period hereof without further action by either Party.
    e. Termination for Default. Prior to expiration of the ENA Due Diligence Period, the City, in addition to the exercise of any other rights or remedies it may have, may terminate this Agreement upon the occurrence of a material default by the Offeror, and Offeror' s failure to cure such default within thirty (30) days after notice thereof from the City. Default shall be evidenced by Offeror's failure to timely or satisfactorily perform the due diligence activities as described above to refine and develop final development plans and offer terms.
    f. The Parties recognize communicating regarding obstacles to performance is paramount. Should unpredicted, unforeseen, acts of nature, disaster, or emergency, beyond the reasonable control of either of the Parties, cause either party to be unable to perform, the relevant Party shall alert the other as soon as possible, including the consideration of amendments to this Agreement to allow performance. If amending the Agreement to address the inability to perform is not possible, the affected Party may terminate this Agreement without further obligations.

19. **Limitation on Effect of Agreement.**

This Agreement does not obligate Owner or Offeror to enter a DDA for the disposition or development of the Property. Offeror understands and agrees that any proposed DDA resulting from the negotiations between Offeror and Owner pursuant to this ENA shall become effective only if and after such DDA has been approved by the City's Governing Body, acting in its sole and absolute discretion, and executed and delivered by both Owner and Offeror.

Offeror understands and agrees that this ENA does not indicate and does not imply that Owner, acting as a regulatory or permitting authority, has hereby granted, or is obligated to grant, any approval or permit that is required by law for the disposition of the Project Parcel or the development of the Project Parcel as contemplated by this ENA.

[THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.]

Acknowledged and Agreed to:

OFFEROR ENTITY: Homewise, Inc.

By: Johanna Gilligan Date: Mar 3, 2026

Johanna Gilligan, Homewise Inc., President

Acknowledged and Agreed to:

OWNER:

City of Santa Fe, New Mexico,

a Municipal Corporation of the State of New Mexico

CITY OF SANTA FE:

_____ _____

MICHAEL GARCIA, MAYOR DATE

ATTEST:

_____

GERALDINE CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Marínez

Marcos Marínez (Mar 3, 2026 15:05:35 MST)

MARCOS MARTINEZ, INTERIM CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Apr 20, 2026 10:32:08 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

City of Santa Fe

Memorandum

To: Finance Committee, Governing Body

From: Daniel Hernandez, Director, Metropolitan Redevelopment Agency DH
DH

CC: Mark Scott, City Manager MS
MS

Date: March 21, 2025

Re: Public Announcement: Midtown Real Property for Sale or Lease Pursuant to Resolution 2021-16

Pursuant to Resolution 2021-16 (attached), the Metropolitan Redevelopment Agency (MRA) seeks approval from the City of Santa Fe Governing Body to publicly announce that certain parcels of city-owned real property at the Midtown Site are available for sale or lease.

Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; and Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., as described in Survey: Lot Split to Create Tracts, Midtown Site, Santa Fe County, NM. November 2024. This public offer will be open until June 20, 2025, which may be extended at the City's sole discretion.

These tracts were identified as redevelopment parcels in the Midtown Master Plan, and do not include tracts with existing buildings identified for rehabilitation and reuse or public open spaces identified in the Midtown Master Plan, specifically, the Visual Arts Center (Tract K-1a; Tract P-1b), Santa Fe Art Institute (Tract P-1a), the Greer Garson Performing Arts Theater (Tract R2-1a), the Fogelson Library Complex (Tract Q-1b), the Arroyo Park area (Tract H-1b), the Midtown Plaza area (Tract N-1; Tract L-1b), the six tracts in development pursuant to an approved and executed Disposition and Development Agreement between the City and the developer, Aspect Studios, for the redevelopment and expansion of film and multi-media production studios in a mixed-use film zone (Tract F-1b; Tract G-1; Tract J-1a; Tract J-1b; Tract L-1a; Tracts F-1a), or the state-owned parcel (Tract O).

Affordable housing parcels will be identified within the following tracts, which will require future subdivisions: Tract M-1a; Tract M-1b; Tract Q-1a; Tract R2-1b.

- The MRA will take the following steps to distribute the public announcement: Publish the announcement one or more times in a newspaper that maintains an office in Santa Fe and is of general circulation within the city.
- Issue press releases to local and regional newspapers, as well as real estate development industry publications.
- Post public announcement directly to developers and through professional associations that include developers as members.
- Conduct presentations and site tours for developers and related professionals and associations, such as architects, investors, and real estate professionals.
- Collaborate with the Office of Economic Development and Office of Affordable Housing to circulate public announcement to, and meet with, interested developers, including affordable housing developers.
- Collaborate with Urban Land Institute to circulate and post announcements to regional and national chapters and members
- Update the city's MRA website to provide developer access to documents and materials regarding redevelopment plans, parcel information, and contact information for interested developers to discuss and present development proposals.

Approval of the public announcement will allow the MRA to proceed with the implementation of the Midtown Master Plan and the Midtown Community Development Plan, together the Midtown Redevelopment Plans. The Midtown Community Development Plan provides guidance for the disposition of city-owned real property. (*Disposition of City Property and Development of Land at Midtown, page 26, January 25, 2023*)

1. **How land will be disposed of and developed at Midtown.**
   Disposition at Midtown may be through a sale, lease, exchange, or donation using competitive Solicitations (Solicitations, also called Request for Proposals or RFPs) or Direct Negotiation (Direct Negotiations) processes, whichever benefits the City and the development of the project. These disposition processes shall be initiated by the City through the MRA or Economic Development Division. Solicitations and Direct Negotiations will include the project description, the public vision and goals for the project, strategies listed in this Community Development Plan (as may be applicable to the proposed project), a scope of work to which the respondent must acknowledge and describe their approach for

undertaking the scope of work; as well as an economic and financial analysis for developing and operating the completed project.

Selected offerors must demonstrate excellence in the following areas:

- Experience on similar projects
- Capacity to undertake the scope of work
- Qualifications of project team members
- Economic analysis and financial approach and ability to secure financing

2. **How the City will ensure the objectives of the plans when it sells or leases land.**
The City will evaluate the disposition proposal to determine which disposition transaction is advantageous to the City and the development of the project. Land use, development performance, and other terms will be included in, and pursuant to, Disposition Agreements (Disposition Agreements).

The City may use Deed Restrictions, Covenants, Conditions and Restrictions (CCRs), and/or Development Agreements, accompanied with Plan Restrictions, to restrict and require certain land uses and accomplish other policy objectives if disposing of the parcel through a sale, exchange, or donation.

If disposing of a land parcel through a ground lease, the City will use lease terms to restrict and require certain land uses and achieve policy objectives through the ground leases while ensuring the developer can secure the necessary financing for the proposed development.

Attachments:

1. Resolution 2021-16
2. Public Announcement

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-16

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

Councilor Michael J. Garcia
Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe I. Lindell

A RESOLUTION

REQUIRING GOVERNING BODY APPROVAL PRIOR TO ANNOUNCING THE AVAILABILITY OF ANY CITY-OWNED LAND, BUILDINGS, OR OTHER REAL PROPERTY FOR SALE.

WHEREAS, Governing Body approval and a bill presented at a public hearing are required for an offeror to purchase City property having an appraised value in excess of twenty-five thousand dollars ($25,000); and

WHEREAS, approval from the Governing Body is not currently required before the City announces the opportunity for potential offerors to submit offers to buy City property for the Governing Body's consideration; and

WHEREAS, the Governing Body and staff work together to evaluate assets and staff seeks policy guidance from the Governing Body; and

WHEREAS, staff have expertise in real property transactions and in evaluating development strategies to maximize City interests; and

WHEREAS, the Governing Body has developed policy priorities for the use of certain

City-owned land, buildings, and other real property; and

WHEREAS, Santa Fe City Code sole guidance on real property sales is contained in Section 11-10.2 which cites to statutory authority (NMSA 1978, § 3-54-1), or as otherwise provided by law; and

WHEREAS, NMSA 1978, Section 3-54-1 sets forth the statutory process for selling municipal utility facilities and other real property subject to a required referendum period; and

WHEREAS, City-owned land, buildings, and other real property are public property; and

WHEREAS, the Governing Body understands the importance of holding executive sessions for sales of City-owned land, buildings, or other real property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body shall hold an executive session to discuss a proposed sale when recommended by staff.

BE IT FURTHER RESOLVED that, if staff does not recommend an executive session, then staff will provide a public presentation regarding the reasons for the recommended sale of City-owned land, buildings, or other real property.

BE IT FURTHER RESOLVED that, regardless of whether or not the Governing Body holds an executive session, prior to the City announcing the sale of any City-owned land, buildings, or other real property that has a value that exceeds $25,000, the Governing Body shall vote to approve a proposed announcement that includes the address, name, and description of the relevant property during a public meeting.

BE IT FURTHER RESOLVED that the Governing Body shall review this Resolution within three (3) years of the date of adoption to evaluate the efficacy of the process it establishes.

BE IT FURTHER RESOLVED that this Resolution shall apply to properties that are not already announced as "for sale" at the time of the adoption of this Resolution.

PASSED, APPROVED, and ADOPTED this 10th day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Mar 14, 2021 10:36 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

ANNOUNCEMENT OF PUBLIC SALE OR LEASE

The City of Santa Fe Metropolitan Redevelopment Agency hereby publicly announces that certain city-owned real estate parcels, all or portions thereof, at the Midtown Site are available for purchase or lease. Disposition and development of the Midtown Site parcels are pursuant to the Midtown Master Plan and the Midtown Community Development Plan approved by the City's Governing Body. The Midtown Site address is 1600 St. Michaels Drive, Santa Fe, NM. The specific tracts associated with this public offer are: Tract H-1a; Tract J-1a; Tract J-1b; Tract K-1b; Tract M-1a; Tract M-1b; Tract Q-1a; Tract R2-1b within Projected Section 34, T.17N, R.9E, N.M.P.M., Midtown Site, Santa Fe County, NM, November 2024.

Address requests for information regarding the purchase or lease of Midtown Site parcels to Jack Kelley, MRA Redevelopment Manager, at jekelley@santafenm.gov. This public offer is open until June 20, 2025, which may be extended at the City's sole discretion

Signature: Daniel Hernandez
Daniel Hernandez (Mar 21, 2025 11:48 MDT)

Email: dahernandez@santafenm.gov

Signature: Mark Scott
Mark Scott (Mar 21, 2025 12:20 MDT)

Email: mscott@santafenm.gov

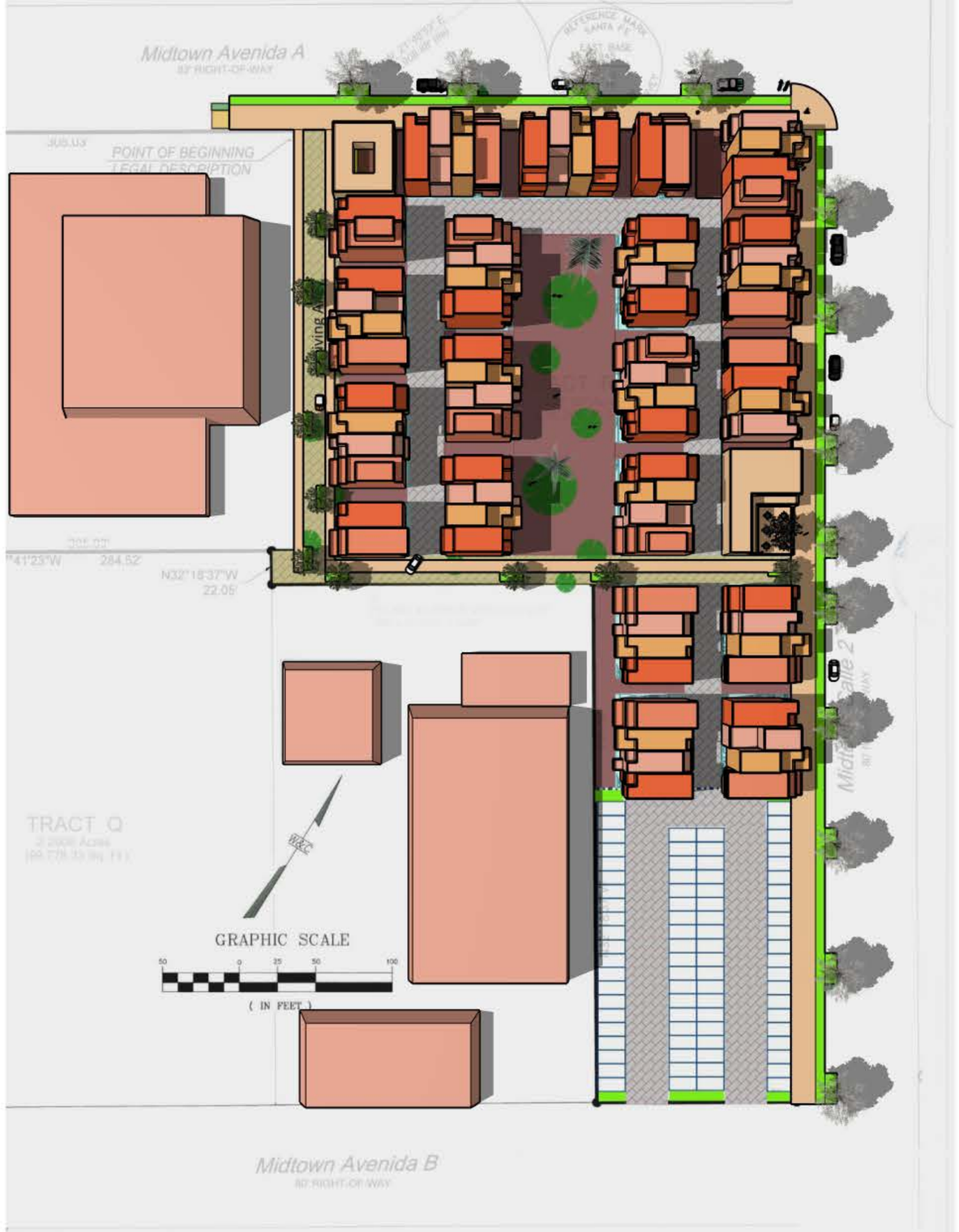
Midtown Avenida A
80' RIGHT-OF-WAY
POINT OF BEGINNING
LEGAL DESCRIPTION
N32°18'37"W
22.05'
TRACT Q
2.2606 Acres
(98,478.33 sq. Ft.)
GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
Midtown Avenida B
80' RIGHT-OF-WAY

Exhibit A - Site Plan

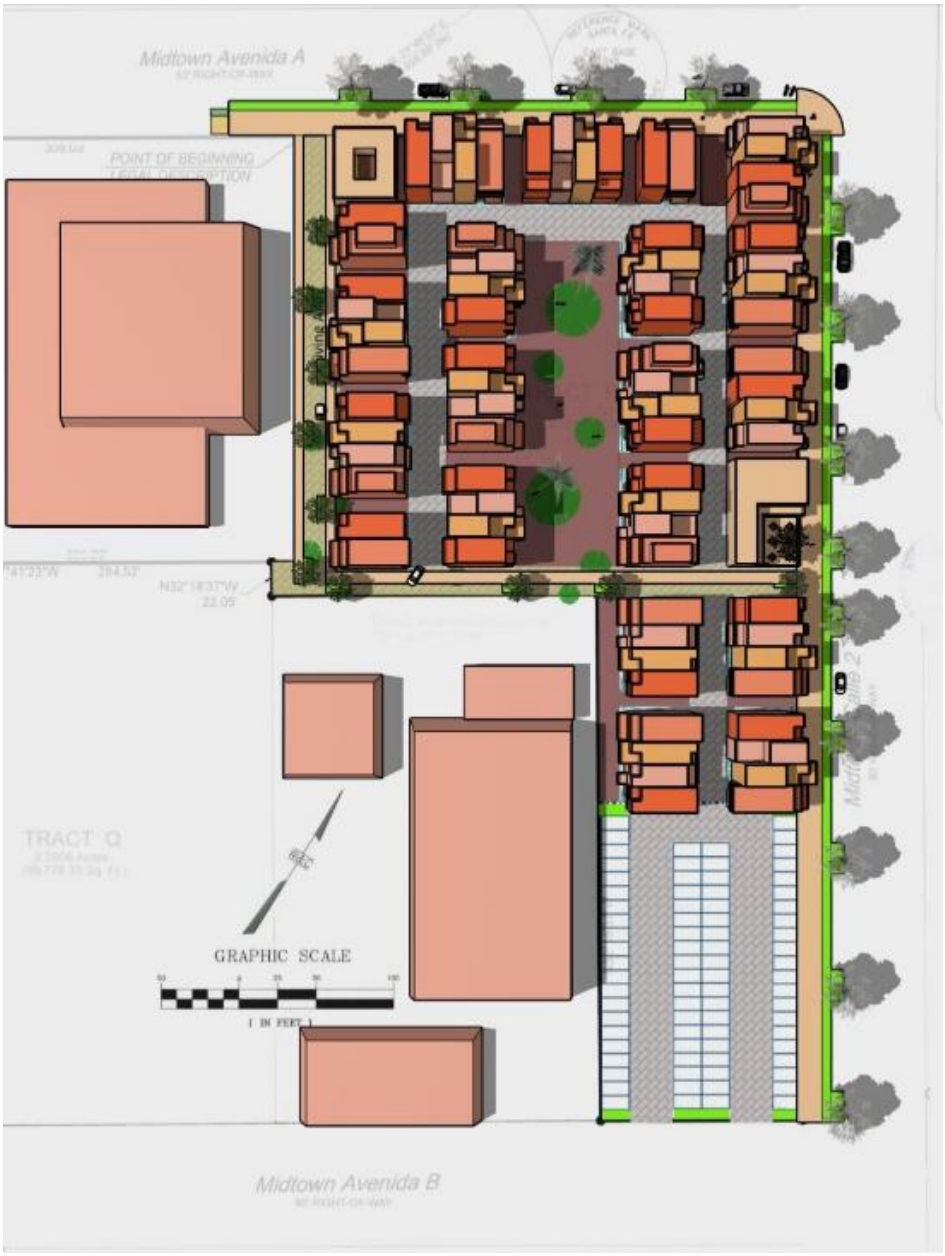

Exhibit B - City Property Map

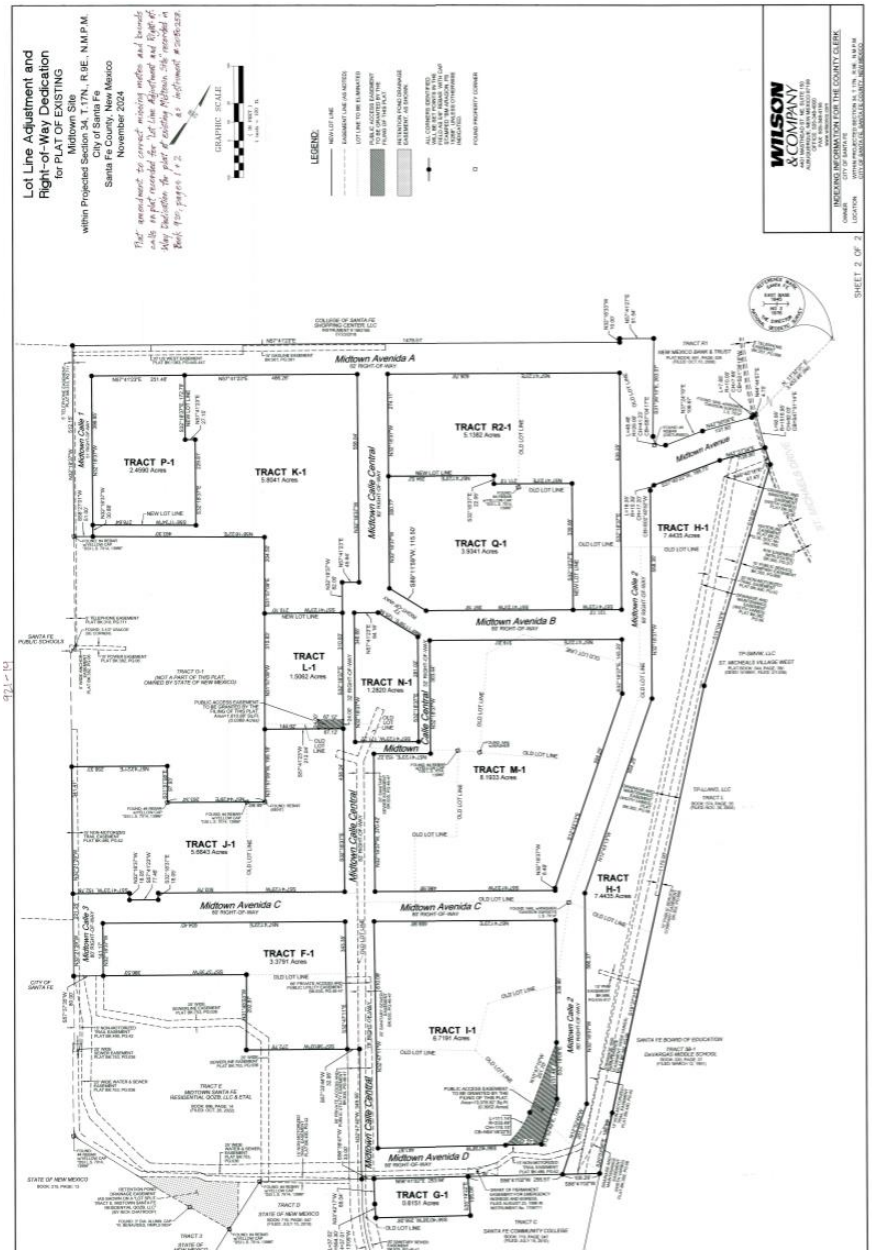

Exhibit C – Project Parcel (R2-1b)

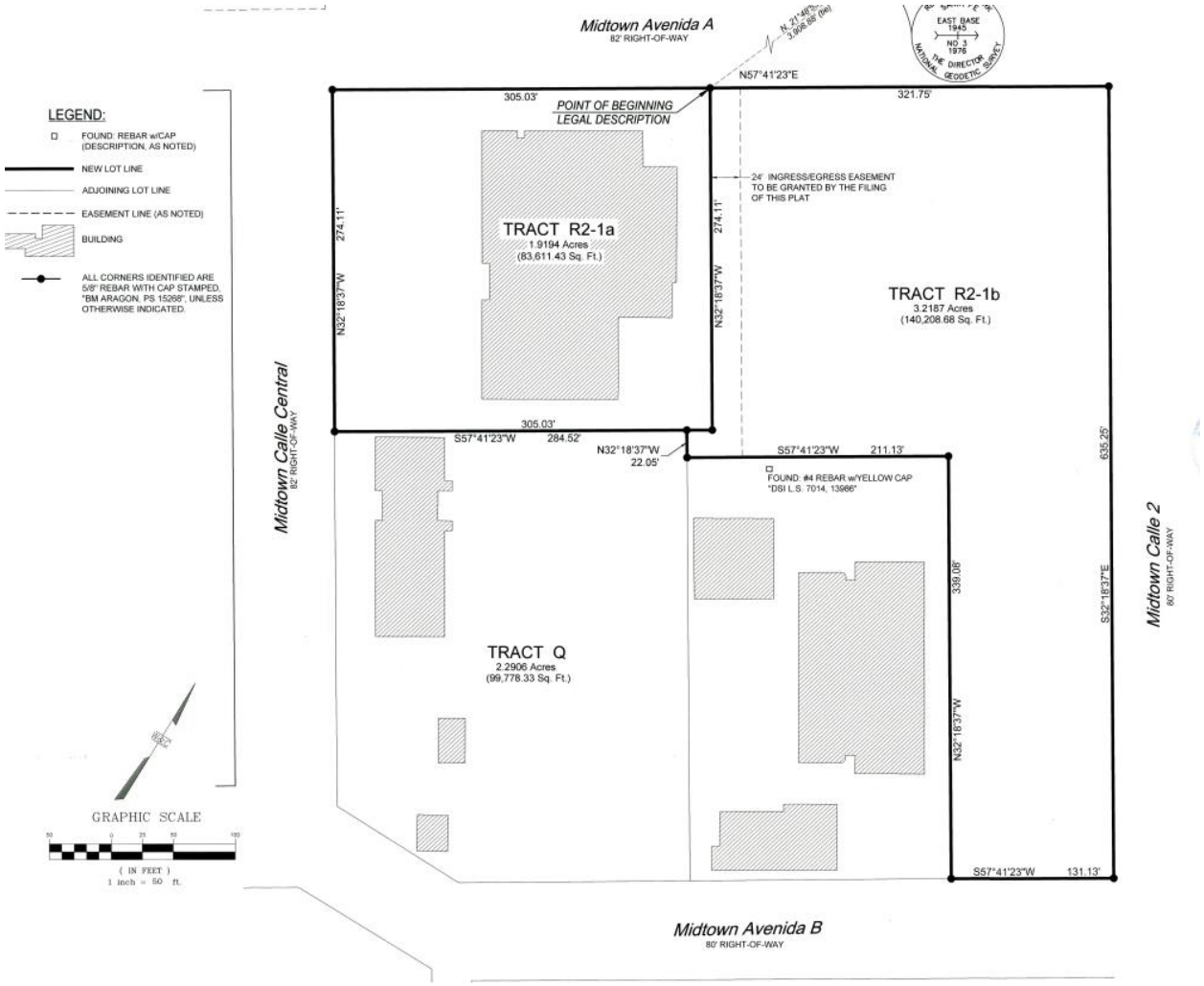

Exhibit D, Insurance Requirements

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract. If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

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

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

CITY OF SANTA FE

The Purchasing Memo

Date: April 14, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Thomas Grundler, Interim Chief of Police THOMAS J GRUNDLER THOMAS J GRUNDLER (Apr 14, 2026 13:58:15 MDT)

From: Ben Valdez, Deputy Chief of Police B. Valdez, DC B. Valdez, DC (Apr 14, 2026 13:57:13 MDT)

Subject: Santa Fe Animal Shelter Contract – RFP 25157

Vendor Name: Santa Fe Animal Shelter and Humane Society

Munis Vendor Number: 1521

ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of a Professional Services Agreement with the Santa Fe Animal Shelter for animal boarding and care services in the total amount of $1,927,125 through June 30, 2030.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260395.

BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025, as an emergency agreement. During the contract term, a Request for Proposals (RFP) was issued and remained under evaluation during the following amendments:

Amendment #1, executed on August 8, 2025, increased the contract compensation by $150,000 and extended the term by six months, establishing a new expiration date of February 5, 2026.

Amendment #2, executed on December 16, 2025, increased the compensation by $152,289.

Amendment # 3, executed on February 5, 2026, increased the contract amount by $136,800 and extended the term by three months, establishing a new expiration date of May 5, 2026, and total contract amount of $567,089.

Through constructive collaboration between the City of Santa Fe and the Santa Fe Animal and Humane Society both parties have worked together to improve the contract to meet current needs and continue to provide the best level of service with the available funding for this contract. A multi-year contract has been agreed upon which upon approval will be effective in May 2026 through June 2030.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Law Enforcement/223

Munis Org Name/Number: Police Administration/2230310

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: Andy Hopkins **Date:** 04/15/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP # 25157/ Animal Shelter and Care

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 04/15/2026

AP AP (Apr 15, 2026 09:23:14 MDT) **CPO Comment/Exceptions:** _____

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
Professional Services Contract
Determination
COI

PROFESSIONAL SERVICES CONTRACT

Animal Shelter and Care

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Santa Fe Animal Shelter and Humane Society, Inc., hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Section 13-1-111- RFP; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

A. The City Shall:

1) Contact owners of animals collected by the City, as required by Section 5-7.1 SFCC 1987. Animals include domesticated and stray dogs and cats for the purposes of this contract. The City shall make all reasonable attempts to return the animal to their owner before impounding the animal.

2) Mark all City Animal Services vehicles with a "City of Santa Fe" designation to identify and differentiate them from Contractor's vehicles. Only utilize personal protective equipment and supplies provided by the City of Santa Fe.

3) Complete in writing, information on the impound cards including the time and exact location at which the animal was impounded. At time of intake, it will be noted if the animal has been cited or will be issued an active citation such as “dangerous dog” or “vicious dog.”

4) Regarding animal bite cases, supply upon intake, complete and sign a Bite Case Quarantine form, along with the regular impound card. If the owner of the animal is known and present at the time of impound, the form will be completed and signed by the owner. If the owner is known and is not present at the time of impound, the City will complete the form with the information, but without the signature.

5) The City assumes responsibility for expenses for any animal brought into the Shelter by the City Animal Services Officers that requires services outside of the Contractor's regular business hours, scope of capability, or level of overnight care. Cases brought in after 4:30 PM may require transport and overnight care at a veterinary emergency facility, upon discretion of the Animal Services Officer with the City being responsible for expenses incurred. The City accepts the Contractor's business hours may be changed at the Contractor's discretion. Contractor will inform the City in writing at least ten (10) days before any such changes are implemented. In the event of delayed opening or early closing due to inclement weather, a manmade or natural disaster the Contractor shall immediately inform the Animal Services Supervisor of the delayed opening or early closure.

6) The City will have an Animal Services Officer available at the Shelter during regular operating hours to accept a stray domestic animal found within the Santa Fe City limits by a person who is not the owner of the animal and to complete the detailed intake documentation.

7) The City will have an Animal Services Officer available at the Shelter during regular operating hours to complete the release of an impounded animal being held at the Contractor's facility under this contract to their owner.

8) Deliver to the Contractor the remains of deceased animals for cremation disposal by the Contractor and pay the rate established for cremation per Article 1, paragraph B11 of this Contract. The Animal Services Officer shall completely and legibly record each deceased animal on the City Carcass Log when placing an animal in the freezer.

9) The City reserves the right to utilize other vendors for veterinary care as needed.

10) The City reserves the right to utilize its own internal services when deemed appropriate.

11) The City will be solely responsible for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987. The City of Santa Fe retains the express right to determine the licensing fee.

12) The City will collect and retain all animal boarding fees and costs during the stray and legal hold period.

B. The Contractor shall provide the following services for the City as requested by the city:

1) Comply with all provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance, and as thereafter amended.

2) Operate and maintain an animal shelter as an animal housing facility for the benefit of the citizens of the City. Carry out all duties relating to rabid and biting animals, including, in the case of live animals,

confining the animal and determining the immunization status, and in the case of dead animals, preparing and delivering such an animal to the New Mexico Department of Public Health or other approved facility in order that the department may arrange for laboratory determination of whether or not such animal is infected with rabies. All bite cases shall be reported to the City and the animal confined under supervision of the City.

3) Accept up to one thousand six hundred and twenty (1,620) stray dogs, cats and other approved domestic small animals per year that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease.

a) Upon the arrival of an impounded domestic animal, the owner has two (2) hours to claim and retrieve their animal from the shelter, which will result in no impound cost to the owner, the City and the Contractor. In addition, if a domestic animal is claimed within two (2) hours, the impound will not count against the number of stray animals accepted by this agreement.

b) If the number of stray animals exceeds one thousand six hundred and twenty (1,620) in a given year, the City will be billed separately at the Contractor's daily impound rate, currently fifty dollars ($50.00) per day, per animal.

4) All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found, delivered to another managed cat colony or considered for adoption. Feral cats will not count towards the annual number of animals accepted by this agreement. The number of feral cats that are sterilized and released will be provided in the monthly report by the Contractor.

5) Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.

6) Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time. The date of impound counts as day one for City Impounded animals when calculating hold periods. After the expiration of the legal holding time, all animals become the property of the Contractor.

7) Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's daily impound rate of forty-five dollars ($45.00) per day, per animal. The Contractor reserves the right to refuse extended stays for animals whose quality of life is compromised or who cannot humanely be cared for in the Contractor's facility as determined by the Contractor.

8) Provide monthly status reports, as well as individual animal records to the City.

9) Contractor will not be required to board beyond the stray hold period animals for impoundment from an Animal Services Officer, which the Animal Service Officer indicates are to be held as evidence in a pending legal proceeding such as a hoarding case or other criminal case. Contractor may accept such animals beyond the stray holding period on a case-by-case basis based on boarding availability.

10) Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including the treatment of animals, rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary.

Decisions regarding medically necessary euthanasia of suffering animals impounded by the Animal Services Officer and being held at the Contractor's facility rest with the Contractor's licensed veterinarian. The Contractor shall notify the Animal Services Supervisor no later than the next business day of euthanasia or sedation of any animal administered prior to the completion of the hold period.

11) Be responsible for the storage and disposal by cremation of remains received from an Animal Services Officer (ASO) that are deceased upon arrival to the contractor's facility as per Article 1, paragraph A8. The Contractor shall provide and maintain a freezer on the premises for the appropriate storage of remains of deceased animals during the Stray Hold and remains identification period. The agreed upon rate for disposal of remains by way of cremation are based on the following fee scale:

a) Under 25 lbs. - $50.00
b) 25 lbs. to 75 lbs. - $70.00
c) 76 lbs. to 125 lbs. - $100.00

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Animal Shelter and Care for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. COMPENSATION

A. In consideration of its obligations under this Agreement, the total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $1,927,125, and exclusive of additional boarding and cremation charges described in Article 1, paragraph B3, B7 and B11 of this Agreement, in accordance with the following schedule:

1) May 1, 2026, through June 30, 2026: $38,542.50 per month.
2) July 1, 2026, through June 30, 2030: $38,542.50 per month / shall not exceed $462,510.00 per fiscal year.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor’s designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract’s termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30, 2030 unless terminated pursuant to the Termination and Appropriations Articles of this Contract.

5. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

a. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

b. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

c. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to the "Appropriations" Article, of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS* ***CONTRACT***.

6. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. STATUS OF CONTRACTOR

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

8. ASSIGNMENT

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

9. SUBCONTRACTING

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

10. RELEASE

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

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

12. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

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

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

14. AMENDMENT

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

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

15. ENTIRE AGREEMENT

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the RFP# 25157 - Animal Shelter and Care and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. PENALTIES FOR VIOLATION OF LAW

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

18. EQUAL OPPORTUNITY COMPLIANCE

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

19. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. WORKERS' COMPENSATION

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

21. PROFESSIONAL LIABILITY INSURANCE

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. OTHER INSURANCE

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22.1. COMMERCIAL GENERAL LIABILITY

A. insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $1,000,000 per occurrence 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. For services involving City-owned assets, the Contractor shall maintain coverage for the full replacement cost of all such assets withing their care, custody, or control.

22.2. BROADER COVERAGE AND LIMITS

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

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

23. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. NEW MEXICO TORT CLAIMS ACT

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

do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. INVALID TERM OR CONDITION

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

27. ENFORCEMENT OF CONTRACT

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

28. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Santa Fe Police Department Ben Valdez Deputy Chief of Police 2515 Camino Entrada Santa Fe, NM 87507 bpvaldez@santafenm.gov 505-955-5040	**To the Contractor:** Santa Fe Animal Shelter & Humane Society, Inc. 100 Caja Del Rio Santa Fe, NM 87507 finances@sfhumanesociety.org 505-983-4309

29. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. NON-COLLUSION

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or

damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. DEFAULT AND FORCE MAJEURE

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

MICHAEL GARICA
MAYOR

CONTRACTOR:

SANTA FE ANIMAL SHELTER AND HUMANE SOCIETY, INC.

Jackie Roach
Jackie Roach (Apr 14, 2026 17:15:44 MDT)

JACKIE ROACH
CHIEF EXECUTIVE OFFICER

DATE: Apr 14, 2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Christopher Ryan
Christopher Ryan (Apr 14, 2026 18:36:35 MDT)

CHRISTOPHER RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Apr 15, 2026 14:44:46 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

RICO, TARA R.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Monday, February 17, 2025 12:51 PM
To: RICO, TARA R.
Cc: Purchasing DET
Subject: Re: Determination- Animal Services

Categories: Printed

Professional services.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

> On Feb 17, 2025, at 12:12 PM, RICO, TARA R. <trrico@santafenm.gov> wrote:
>
> Hello,
>
> Please provide a determination for the following services.
>
> 1. *Comply with all provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.*
> 2. *Operate and maintain an animal shelter as an animal housing facility*
> 3. *Accept stray dogs, cats and other approved domestic small animals per month that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease.*

4. *All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found, delivered to another managed cat colony or considered for adoption.*
5. *Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.*
6. *Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7**.1** SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time.*
7. *Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's*
8. *Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including the treatment of animals, rest with the Contractor's licensed veterinarian.*
9. *Be responsible for the storage and disposal by cremation of remains received from an Animal Services Officer (ASO) that are deceased upon arrival to the contractor's facility*

Tara R. King, Project Specialist
Santa Fe Police Department
2515 Camino Entrada
Santa Fe NM 87507
505-955-5004

SANTFEA-18 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/6/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Cincinnati Casualty — 28665
INSURED Santa Fe Animal Shelter & Humane Society 100 Caja del Rio Santa Fe, NM 87507-3537	INSURER B : New Mexico Safety Casualty Company — 15351 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		EPP0473060	1/31/2026	1/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			EPP0473060	1/31/2026	1/31/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP0473060	1/31/2026	1/31/2027	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		26.138	1/31/2026	1/31/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Linclon Ave
Santa Fe, NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF SANTA FE	ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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CITY OF SANTA FE

The Purchasing Memo

Date: April 17, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Thomas Grundler, Interim Chief of Police

From: Ben Valdez, Deputy Chief of Police

Subject: Automated Traffic Enforcement Contract

Vendor Name: Jenoptik Smart Mobility Solutions, LLC

Munis Vendor Number: 11210

ITEM AND ISSUE:

The Santa Fe Police Department respectfully requests your review and approval of a General Services Contract in the total amount of $4,000,000.00 for Automated Speed and Noise Enforcement Services for five years.

CONTRACT NUMBER:

The FY26 Munis Contract number is 3260396

BACKGROUND AND SUMMARY:

In 2008 the Governing Body found there is a significant risk to the health and safety of the community from drivers who exceed the posted speed limit. Furthermore, some drivers in Santa Fe repeatedly violate posted speed limits and the state law against speeding is inadequate to preserve public safety in Santa Fe. The Governing Body found that photographic and electronic devices that measure speed are accurate and reliable, and the implementation of this technology will abate the nuisance of speeding.

The City of Santa Fe operated an automated speed enforcement program from 2008 until 2013. Since the program has been inactive, our community has seen an increased demand for enforcement of speeding violations.

Following the 2020 pandemic, communities across our nation have also seen an increase in modified exhausts that have caused quality-of-life concern due to excessive noise in residential and commercial areas. Our community has not been excluded from this nuisance, with the issue continuing despite increased penalties and enforcement.

In 2025 the Governing Body allocated funding to secure a contract for services and equipment to relaunch a program for automated enforcement of speed and noise violations in our community to improve roadway safety. A request for proposals was issued, we received responses to our request, and we have selected Jenoptik Smart Mobility Solutions, LLC as the vendor following the process.

We are requesting a five-year contract in the amount of up to $1,000,000.00 per year for services related to automated speed and noise enforcement. The cost of services will be determined based on revenue generated through paid violations for automated speed and sound offenses. Total contract amount of up to $4,000,000.00 for entire term.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/ Fund 100

Munis Org Name/Number: Police Administration/ 1000310

Munis Object Name/Number: Equipment & Machinery Non-Exempt/ 570500

Budget Officer / Designee: Andy Hopkins **Date:** 04/17/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP #26017

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 04/17/2026

AP (Apr 17, 2026 09:06:42 MDT) **CPO Comment/Exceptions:** _____

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
General Services Contract
General Services Determination

Master Services Agreement

This Master Services Agreement is made upon approval by the City of Santa Fe Governing Body (the "Effective Date"), between JENOPTIK SMART MOBILITY SOLUTIONS, LLC, a member of the Jenoptik group, and a limited liability company duly organized under the laws of Delaware, having its principal place of business at 16490 Innovation Drive, Jupiter, Florida 33478 (hereinafter referred to as JSMS) and the City Of Santa Fe (hereinafter referred as the "Customer").

WHEREAS Customer wishes to retain the business and technology services of JSMS (the "Services") as set forth in this Master Services Agreement (the "Agreement") and in one or more attachments, incorporated herein by reference (each a "Service Attachment") to facilitate the detection, issuance and/or processing of violations of one or more of Customer's traffic law or code enforcement programs (each a "Program"); and

WHEREAS in connection with each Service, JSMS agrees to provide the equipment described in a Service Attachment ("Equipment"); and

WHEREAS JSMS also agrees to provide Customer with access to certain proprietary technology (the "System") to facilitate the back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a "Notice of Violation"), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

1.1. The Agreement shall terminate five (5) years from the date of final signature unless terminated pursuant to the terms of the agreement.

1.2. For the purposes of the Contract:

"Term" means the period of time from the Effective Date as stated in this Master Services Agreement to and including the earlier of: (i) the Expiration Date of the initial or optional terms or (ii) the date of termination of the Contract in accordance with its terms; and

"Effective Date" means the date of the final signature following the approval of the City of Santa Fe Governing Body.

"Expiration Date" means five (5) years from the date of final signature following the approval of the City of Santa Fe Governing Body.

1.3. **Termination by Agreement.** This Agreement may be terminated at any time by the mutual written agreement of JSMS and Customer.

1.4. **Termination for Cause.** Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if: (a) the other party has breached its obligations under the Agreement or the Service Attachment, as applicable; (b) applicable state law is amended, or a state agency adopts a rule or other requirement to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by JSMS; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable

law or cannot otherwise be used to enforce Notices of Violation. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement or a Service Attachment, the notice must provide the other party with an opportunity to cure the breach during the thirty (30) day period following receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, JSMS or Customer may suspend the Services described in such Service Attachment, immediately upon the effective date of such amendment or ruling, as applicable.

1.5. **Termination by Customer.**

A. **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, 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.

B. **Termination.**

1. **Grounds.** The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

2. **Notice: City Opportunity to Cure.**
   i. The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
   ii. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
   iii. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the

term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to "Appropriations", of this Contract.

3. **Appropriations.** The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract, 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

4. **Liability concerning termination.** Except as otherwise expressly allowed or provided under this Contract, 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 Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

1.6. **Effect of Termination.** On the termination date (if this Agreement is terminated for convenience pursuant to Section 1.4) or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall cease immediately. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 5.2 (Ownership; Licenses), 5.3 (Indemnification Obligations), 5.4 (Limitation of Liability), 5.9 (Applicable Law; Jurisdiction and Venue), and 5.14 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, JSMS will continue to process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.

1.7. **Removal of Equipment.** Within forty-five (45) days following the Effective Date of Termination, JSMS shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period.

2. COMPENSATION

In consideration for the Services, Customer shall pay JSMS as follows:

2.1. **Service Fees.** Customer shall pay JSMS those fees set forth in one or more Service Attachments (the "Service Fees").

2.2. **Service Fees Payment.**

2.2.1. Invoicing. JSMS shall provide an itemized invoice to Customer within ten (10) days of each revenue sweep from the Master Account to a Customer-designated account as described

in Section 3.7. Each invoice shall indicate the total amounts collected pursuant to each Service Attachment and the Service Fees deducted by JSMS from such amounts.

2.2.2. **Fees are Sole Compensation.** Except as explicitly set forth in a Service Attachment, the Service Fees, any Termination Fees, and any Credit Card Convenience Fees, as defined in Section 3.6, shall be JSMS's sole compensation for the Services. All costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System shall remain the responsibility of JSMS unless otherwise set forth in a Service Attachment.

3. SCOPE OF SERVICES

3.1. **JSMS Project Manager.** JSMS will designate one JSMS employee as Customer's principal contact at JSMS ("JSMS Project Manager").

3.2. **Services; System Operation.** JSMS shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. JSMS shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.5. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users over the internet through supported web browsers.

3.3. **System Upgrades.** In the event JSMS makes upgrades to the software or related performance capabilities of the System generally available to its customers, JSMS will provide such upgrades without charge to Customer.

3.4. **Customer Personnel Training.** On days and at times agreed by the parties, JSMS will provide training to Customer personnel designated by Customer with respect to accessing and using the System. JSMS may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").

3.5. **Notices of Violation.** Except for Notices of Violation issued by Customer personnel at the time of violation, JSMS shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), or an individual designated by a registered owner as the violator if permitted by applicable law, who has not paid a Notice of Violation in a timely manner, JSMS may send additional notices thereafter as further described in a Service Attachment for an additional cost.

3.6. **Payment Methods; Telephone Support.** JSMS shall provide the registered owner(s) or designated violator the opportunity to pay or contest a Notice of Violation using one of the following methods: "by web," "by telephone," and "by mail." To the extent permitted by applicable law, JSMS may pass through to registered owners any reasonable credit card convenience fees imposed upon JSMS by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to JSMS by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, JSMS will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of **8:00 a.m. to 5:00 p.m. (Eastern)** Monday through Friday, not including state and federal holidays.

3.7. **Deposit of Fines.** JSMS will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. JSMS will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by JSMS; and (b) for Customer to have viewing rights to the Master Account. JSMS will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account on or around the 1st and the 15th of each month, provided, however, that JSMS shall deduct from each funds sweep those Service Fees owed by Customer for the Services pursuant to Section 2.

3.8. **Storage of Violation Data.** JSMS will store all violation data for three (3) years after payment or final adjudication of such violation or such other period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period.

3.9. **NLETS Requirements.** All authorized JSMS or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal, state and NLETS requirements.

3.10. **Reports.** The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.

3.11. **Public Awareness.** JSMS shall assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. JSMS shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.

3.12. **Insurance.** JSMS shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12.

3.12.1. Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	Statutory
Employer's Liability:	$500,000 ea. accident-injury
	$500,000 ea. employee-disease
	$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

3.12.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than $1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.3. Comprehensive General Liability with limits not less than $1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.4. Umbrella Liability with limits not less than $2,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in Sections 3.12.1 through 3.12.3 above.

3.12.5. JSMS shall list Customer as an additional insured under all of the policies described in this Section 3.12 and shall file with Customer certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.12 prior to commencing work on the System.

4. CUSTOMER RESPONSIBILITIES

4.1. **Customer Project Manager.** Customer will designate one Customer employee as JSMS's principal contact at Customer ("Customer Project Manager").

4.2. **Cooperation.** Customer will cooperate with JSMS during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto.

4.3. **Access to Information Services.** To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for JSMS to perform motor vehicle ownership inquiries on behalf of Customer.

4.4. **Business Rules.** Customer will establish and document certain Program parameters as reasonably requested by JSMS (the "Business Rules"). Customer will provide JSMS with at least sixty (60) days' written notice of any proposed changes to the Business Rules. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.

4.5. **Collection of Unpaid Fines.** For any Services for which JSMS is compensated based on Notices of Violation fines or other fees paid by violators, Customer agrees to take collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain JSMS to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes of calculating Service Fees, if applicable.

5. GENERAL PROVISIONS

5.1. Representations and Warranties.

5.1.1. JSMS represents and warrants that at all times during the Term:

a. it has the legal power to enter into the Agreement and any Service Attachment;

b. the Equipment will conform with all written specifications provided by JSMS to Customer;

c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;

d. it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification

including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;

e. it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless JSMS is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against JSMS by the Auditor of such state;

f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and

g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. JSMS *further* represents and warrants to Customer that JSMS and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly, or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.1.2. Customer represents and warrants that at all times during the Term:

a. it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;

b. it has the legal right to grant the licenses set forth in Section 5.2.3, and

c. it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state, and local laws.

5.1.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

b. JSMS MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES JSMS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.2. <u>Ownership; Licenses</u>.

5.2.1. **Program Data.** Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by JSMS related specifically to the Program or its operation ("Program Data"). Customer grants to JSMS: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified and/or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance JSMS 's systems and services. JSMS and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.

5.2.2. **Program Materials.** JSMS shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of JSMS), templates, studies, reports, or other documents, including Training Materials, Pamphlets, and other materials used generally by JSMS in performing services for its clients ("Program Materials"). JSMS grants to Customer a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display, and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.

5.2.3. **Customer Marks.** Customer hereby grants to JSMS and its affiliates a non-exclusive, non-transferable, sublicense during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. JSMS will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, JSMS and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo, or other marks of JSMS or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of JSMS.

5.3. intentionally left out

5.4. **LIMITATION OF LIABILITY.** EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

5.5. **Force Majeure.** Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (a) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere

with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

5.6. **Relationship Between JSMS and Customer.** JSMS is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.

5.7. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, JSMS may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement, and JSMS may use third party contractors to fulfill its obligations to provide certain Services provided that JSMS shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.8. **Escalation Procedure.** The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement:

5.8.1. When a conflict arises between Customer and JSMS, the project team members will first strive to work out the problem internally.

5.8.2. If the project team cannot resolve the conflict within five (5) business days, Customer Project Manager identified pursuant to Section 4.1 and the JSMS Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.

5.8.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of JSMS will meet with senior level administrator for Customer within five (5) days to resolve the issue.

5.8.4. If no resolution is reached pursuant to Section 5.8.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.

5.8.5. During any conflict resolution as described in this section 5.8, JSMS agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.

5.9. **Applicable Law; Jurisdiction and Venue.** This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

5.10. **Entire Agreement; Amendment.** This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.

5.11. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or electronic mail) is considered an original.

5.12. **Enforceability.** If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

5.13. **Waiver.** An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

5.14. **Notices.** Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

Automated Traffic Enforcement
Services Attachment

Automated Traffic Enforcement Services Attachment is incorporated into, and governed by the terms of, the Master Services Agreement preceding. In the event of a conflict between the terms of the Master Services Agreement and this Services Attachment, the terms of this Services Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Master Services Agreement.

1. SERVICES FEES

1.1. **Speed and Noise Enforcement Services.** A fee of 35% per paid citation (not including Credit Card Convenience Fees, if any).

1.2. **Fixed Camera Relocation Fee.** A fee equal to be mutually agreed by the parties in the event of certain relocations of a Camera described in Section 2.3 of this Service Attachment ("Camera Relocation Fee").

1.3. **Subsequent Notice Fee.** For each Third Subsequent Notice (defined in Section 2.7 of this Service Attachment) sent by JSMS, and any necessary notices sent thereafter at Customer's request, a fee equal to $___5.00_____ (a "Subsequent Notice Fee").

1.4. **Termination Fee.** There is no Termination Fee if Customer terminates this Service Attachment.

1.5. **Minimum Deployment and Compensation.** To ensure the economic viability of this revenue-sharing model, the Customer agrees to a minimum deployment rate. The Customer shall ensure that the Systems are actively deployed for traffic enforcement in public spaces for at least 80% of the total monthly operational hours (calculated as 24 hours per day, 7 days a week).

1.6. **Automated License Plate Reader; Terms.** JSMS will provide ALPR services for the first year of the contract at no cost to the Customer. Customer may elect to continue the ALPR services after the first year at a cost of $3,500.00 per camera per year.

2. SCOPE OF SERVICES

2.1. **Equipment.** JSMS shall install, operate, and maintain a mutually agreed to number of traffic enforcement cameras and related systems (each a "Camera" or "System") on mobile transportable devices or as mutually agreed to at fixed locations in accordance with JSMS standard installation and maintenance practices. The enforcement systems provided under this Section may consist of Jenoptik's Vector SR or other speed enforcement technologies and may include, upon mutual agreement, any other traffic law enforcement offerings provided by JSMS, such as red light enforcement, average speed (point-to-point), combined red light and speed detection, school zone enforcement, sound and signal detection, or other compatible detection and enforcement services supported by Jenoptik's current product portfolio.

2.2. **Camera Installation.**

A. Camera Poles. JSMS will install Fixed Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by JSMS and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Customer may elect to install a pole as described in Section 3.3 of this Service Attachment, or JSMS will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a "Camera Pole").

B. **Mobile Transportable Devices-Movement by Customer.** JSMS will train one (1) or more Customer personnel in how to move a mobile transportable device to a new location, including how to set up enforcement zone signage, park the trailer and align the Camera, as well as how to coordinate with JSMS personnel for necessary technical adjustments for a new Camera location. The movement of a mobile transportable device and associated alignment and set up will be at no cost to the Customer.

2.3. **Relocation by JSMS.** Customer may relocate a Fixed Camera once during the Initial Term or any Renewal Term at no cost to Customer as long as such relocation does not require the installation of a Camera Pole. If Customer requests that a Camera be relocated more than once during any Initial Term or Renewal Term to a Customer owned or controlled pole, Customer will incur a Camera Relocation Fee as set forth in Section 1.3 of this Service Attachment. Upon ten (10) days prior written notice from Customer, JSMS will move a Camera to a new location identified by Customer. If Customer requests that an installed Camera be relocated to a location that requires the installation of a Camera Pole at any time, JSMS may charge Customer a reasonable Service Fee for such installation ("Camera Pole Installation Fee").

2.4. **Relocation Training.** Customer may elect to have JSMS train one (1) or more Customer personnel in how to move an installed a Fixed Camera to a new location, including how to attach and align the Camera, as well as how to coordinate with JSMS personnel for necessary technical adjustments for a new Camera location. Once Customer designees have completed such training, upon seven (7) days prior written notice from Customer, such designees may relocate a Camera on a mutually agreed date and time in accordance with such training to a location with a viable Camera pole. Customer shall be responsible for any damage to a JSMS Camera incurred during any relocation by Customer.

2.5. **24-Hour Operation.** JSMS shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs, as set forth in Section 2.8 of this Service Attachment, and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation ("Warning Period").

2.6. **Images and Data Processing.** JSMS will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a "Violation Package"). JSMS will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.

2.7. **Notices of Violation.** Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, JSMS shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then JSMS will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, JSMS may send additional notices thereafter, in a form mutually agreed upon by the parties (each a "Subsequent Notice"). JSMS shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact

witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer.

2.8. **Equipment Maintenance and Repair.** JSMS shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. JSMS shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. JSMS will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment.

2.9. **Signage.** As required by State legislation and local governing ordinance, JSMS will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. For mobile transportable devices, JSMS will provide the signage and Customer will place signage in enforcement zone. JSMS shall provide and install additional signage as requested by Customer and agreed by JSMS at Customer's expense.

2.10. **Traffic Studies.** If agreed in writing by JSMS and Customer, JSMS will conduct an informal traffic study for proposed enforcement locations (each a "Traffic Study"). Any reports resulting from a Traffic Study will be considered Program Data, as defined in Section 5.2.1 of the Master Services Agreement. Notwithstanding anything to the contrary in Section 5.1 of the Agreement, the Traffic Study and any resulting reports are provided "as-is" with no warranties of any kind.

3. CUSTOMER RESPONSIBILITIES

3.1. **Review of Violations.** Customer will provide designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Master Services Agreement, will report to JSMS the basis for the rejection. Customer is solely responsible for determining which violations identified by JSMS are issued as Notices of Violation.

3.2. **Customer Infrastructure.** Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide JSMS with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to JSMS.

3.3. **Camera Pole Installation by Customer.** In the event Customer elects to install a JSMS-provided Camera Pole as contemplated by Section 2.2 of this Service Attachment, Customer shall be responsible for obtaining all necessary permits and constructing a foundation in accordance with JSMS specifications. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Customer will commence installation of Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. JSMS shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits or for Customer's delay in installation. Customer shall be responsible for any damage to a Camera Pole or Camera, or personal injury (including death) or damage to real or tangible personal property, resulting from the installation of a Camera Pole by Customer pursuant to this Section 3.3.

EXHIBIT A

Additional Terms and Conditions for
Installation of Camera Poles

In the event that JSMS is required to install one (1) or more Camera Poles pursuant to Section 2.2 or 2.3 of the Service Attachment, the following additional terms and conditions shall apply:

A. **Obtaining Permits.** JSMS shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to JSMS, at no cost, all Customer permits necessary for the installation of Camera Poles provided JSMS meets the minimum requirements for such permits. JSMS will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist JSMS in securing necessary permits from other governmental agencies, as required.

B. **Installation.** JSMS will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. JSMS shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Installation of a Camera Pole in connection with the relocation of an installed Camera may be subject to a Camera Pole Installation Fee, as described in Section 2.3 of the Service Attachment.

C. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, JSMS shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, JSMS will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. JSMS shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

[Signature Page Follows]

IN WITNESS WHEREOF, JSMS and Customer have caused this Agreement and the Service Attachment to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:

Jenoptik Smart Mobility Solutions, LLC

By: _____
Authorized signature

Finbarr O'Carroll
President

Date: Apr 17, 2026

Attested to:

By: Jeri Andersen (Apr 17, 2026 08:51:04 EDT)
Authorized signature

Jeri Andersen
Name (type or print):

Date: Apr 17, 2026

Agreed to:

The City of Santa Fe

By: _____
Authorized signature

Name: Michael Garcia

Title: Mayor

Email: _____

Date: _____

Attested to:

By: _____
Authorized signature

Geralyn Cardenas
Name (type or print):

Date: _____

Approved to Form and Legal Sufficiency:

By: Christopher Ryan (Apr 17, 2026 07:27:44 MDT)
Christopher Ryan, Senior Assistant City Attorney

Date: Apr 17, 2026

Approved by Finance:

By: ANDREA PHILLIPS (Apr 17, 2026 12:47:21 MDT)
Andrea Phillips, Interim Finance Director

Date: 04/17/2026

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between _____ (Contractor) and the CITY OF SANTA FE (City).

TERMINATION

This Agreement may be terminated by City upon 30 days written notice to the CONTRACTOR.

INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend CITY from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CONTRACTOR's performance under this Agreement as well as the performance of CONTRACTOR's employees, agents, representatives and subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY 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. 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.

APPLICABLE LAW; CHOICE OF LAW; VENUE

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

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by CITY, this Agreement shall terminate upon written notice being given by CITY to CONTRACTOR. The CITY's decision as to whether sufficient appropriations are available shall be accepted by CONTRACTOR and shall be final.

RELEASE

CONTRACTOR, upon acceptance of 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. CONTRACTOR agrees not to purport to bind CITY to any obligation not assumed herein by CITY unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

CONTRACTOR shall maintain general liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CONTRACTOR shall furnish CITY with proof of insurance of CONTRACTOR's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CITY and CONTRACTOR. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

SEVERABILITY

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

[SIGNATURE PAGE TO FOLLOW]

Signature Lines required:

City of Santa Fe:

_____

Michael Garcia, Mayor

Date:_____

CONTRACTOR:

_____

Name: Finbarr O'Carroll

Title: President

Date: Apr 17, 2026

Attest:

_____

Geralyn Cardenas, City Clerk

City Attorney's Office:

Christopher Ryan

Christopher Ryan (Apr 17, 2026 07:27:44 MDT)

Christopher Ryan, Senior Assistant City Attorney

Approved for Finances:

ANDREA PHILLIPS (Apr 17, 2026 12:47:21 MDT)

Andrea Phillips, Interim Finance Director

JSMS_MSA_Santa Fe Final

Final Audit Report 2026-04-17

Created:	2026-04-15
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACPdFGm0Ez0oLxZwASBg_shSegnvk6G3J

"JSMS_MSA_Santa Fe Final" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-15 - 11:06:22 PM GMT- IP address: 63.232.20.2

Document emailed to Finbarr O'Carroll (finbarr.ocarroll@jenoptik.com) for signature
2026-04-15 - 11:08:05 PM GMT

Email viewed by Finbarr O'Carroll (finbarr.ocarroll@jenoptik.com)
2026-04-16 - 10:15:51 PM GMT- IP address: 104.47.17.190

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Signature Date: 2026-04-17 - 12:29:52 PM GMT - Time Source: server- IP address: 146.112.49.138

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2026-04-17 - 12:47:02 PM GMT- IP address: 104.47.18.126

Document signing delegated to Jeri Andersen (jeri.andersen@jenoptik.com) by finbarr.ocarroll@jenoptik.com
2026-04-17 - 12:49:23 PM GMT- IP address: 146.112.49.34

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2026-04-17 - 12:49:23 PM GMT

Email viewed by Jeri Andersen (jeri.andersen@jenoptik.com)
2026-04-17 - 12:49:50 PM GMT- IP address: 146.112.49.185

Document e-signed by Jeri Andersen (jeri.andersen@jenoptik.com)
Signature Date: 2026-04-17 - 12:51:05 PM GMT - Time Source: server- IP address: 146.112.49.230

Document emailed to Christopher Ryan (cwryan@santafenm.gov) for signature
2026-04-17 - 12:51:06 PM GMT

Email viewed by Christopher Ryan (cwryan@santafenm.gov)

2026-04-17 - 1:27:14 PM GMT- IP address: 104.47.65.254

Document e-signed by Christopher Ryan (cwryan@santafenm.gov)

Signature Date: 2026-04-17 - 1:27:44 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2026-04-17 - 1:27:44 PM GMT

RICO, TARA R.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Monday, July 21, 2025 2:34 PM
To: RICO, TARA R.
Cc: Purchasing DET
Subject: RE: Purchasing Determination request: Automated Traffic Enforcement services

Greetings,
Based on the provided scope of work, it has been classified as General Services. This determination is solely focused on that classification and does not address whether the scope of work or procurement method complies with all relevant legal requirements. I reserve the right to modify this determination should the scope of work differ from what was originally submitted. The procurement must follow the processes and procedures established by the City of Santa Fe, Central Purchasing, the Procurement Manual, and applicable state statutes.
Please note:

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) ***if*** this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.

-Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
-IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
-Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
-Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov_
-Emergency Related Purchases – questions oem@santafenm.govand. Request signature from: bgwilliams@santafenm.gov
-Asset over $5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov

- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
  It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be

included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.

- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
  - Pavilion: Free Cooperative Contract Search for Governments (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via **Submit Purchase Requests** or the appropriate email address:
  - Determination requests to purchasing_det@santafenm.gov
  - All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Book time to meet with me

Regards,
Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:
[Current] https://santafenm.munisselfservice.com/vss/

[Transitioning] https://procurement.opengov.com/portal/santafenm
[Current] https://www.withpavilion.com/
Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd

CITY OF SANTA FE
FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

---

From: RICO, TARA R. <trrico@santafenm.gov>
Sent: Friday, July 18, 2025 12:02 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Purchasing Determination request: Automated Traffic Enforcement services

Good afternoon,

Please provide a determination for the scope of work below

1. *Provide hardware and software to photographically capture violations of the STOP Ordinance and Noise Ordinance. The contractor will provide the City with upgrades to software or hardware at no additional cost.*
2. *Establish a relationship with the New Mexico Taxation and Revenue Department, Motor Vehicle Division (MVD) to enable the Contractor to access the MVD records to identify the registered owner of vehicles violating the STOP Ordinance and Noise Ordinance.*

3. *Provide a speed verification mechanism that ensures accurate speed measurements, separate from the camera speed devices and/or vehicles.*
4. *Provide a sound verification mechanism that ensures accurate sound measurements, separate from the camera sound devices and/or vehicles.*
5. *Provide services for identifying the ownership of the vehicle involved in the violation. Print and mail STOP Fine Notices and Notices of Default to violators of the STOP Ordinance and Noise Ordinance, in a format approved by the City.*
6. *Provide at least one photograph of the violation printed on the STOP Fine Notice.*
7. *Meet the time limits on the processing of violations (including detection, providing images and video to the City for approval, mailing, and processing monies received) as specified in the Ordinance and applicable statute.*
8. *Calculate the amount due for a STOP and/or Noise Fine and for applicable late fees (based on the City Ordinance/s), place that amount on the STOP and/or Noise Fine Notice and publish the amount due on an Internet-accessible location for the violator to view.*
9. *Provide access to the video of the violation to the City.*
10. *Upon the City's request, provide training for the users of the system.*
11. *Provide access to designated City employees to view the video of each violation to gauge whether a violation occurred, prior to the issuance of a STOP Fine Notice.*
12. *Provide quality control so that a City employee is required to review only those violations in which the vehicle in violation can be clearly identified by license plate and MVD records.*
13. *Facilitate the City's acceptance of payments from violators for amounts due based on STOP Fines and applicable late fees.*
14. *Provide a list to the City of Santa Fe of all outstanding violator amounts owed to the City on quarterly basis.*
15. *Facilitate the collection of all outstanding amounts owed to the City. The City of Santa Fe reserves the right to be responsible for the collection of all outstanding amounts via a third-party collection organization.*
16. *Upon issuance of a STOP Fine Notice, provide access to the video (captured at the time of violation) to the City, r City Administrators, violators, and members of the general public from any Internet-connected computer..*
17. *Enable the City, Hearing Officers, and others as designated by the City to log onto the Internet-based system to change the status of a violator's record (e.g. "Hold during pendency of hearing without calculating default"; "Found responsible (at hearing)"; etc.)*
18. *Provide images and full motion video sufficient to allow a minimum of a 75% issuance rate, defined as the percentage of STOP Fines issued out of the total number of violations captured.*
19. *Provide auditable results of the number of violations captured and the number of violations that were unusable based on (1) obscured view, paper license plate, ineffective flash, environmental factors, etc., (2) equipment failure, or (3) inability to match license plate to MVD records.*
20. *Provide and maintain data collected during Agreement in regards to all STOP Fine Notices and/or violations in accordance with the data retention schedule set forth on Exhibit "B" and understand that all data is official record of the City of Santa Fe.*
21. *Maintain proper safeguards in place to prevent access, viewing, transmitting, providing or selling of data, photographs, video, or any other material created or captured during the course of business for the STOP Program to third parties, unless explicitly provided permission by the City of Santa Fe.*

SANTA FE POLICE

Tara R. King, Project Specialist

Services Offered to the City of Santa Fe (updated 4.16.26)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Security Guard Services
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

City of Santa Fe, New Mexico
2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504-0909

MUNICIPAL COURT
Honorable Chad D. Chittum
Santa Fe Municipal Court Judge
Phone: (505) 955-5070 Fax: (505) 955-5159

a. Request for Approval of Professional Services Agreement with Mesa Vista Wellness dba Earth Spirit Awakening LLC in the Total Amount of $238,000 through June 30, 2030 (Justine Hines, Paralegal Municipal Court; jahines@santafenm.gov)

Committee Review

Quality of Life Committee: 04/22/2026
Finance Committee: 04/27/2026
Governing Body: 04/29/2026

CITY OF SANTA FE

The Purchasing Memo

Date: April 7, 2026

To: Governing Body and Finance Committee

From: Justine Hines, Paralegal, Santa Fe Municipal Court

Via: Chad Chittum, Municipal Court Judge4

Subject: Contract for Professional Services

Vendor Name: Mesa Vista Wellness dba Earth Spirit Awakening LLC

Munis Vendor Number: 10578

ITEM AND ISSUE:

The Municipal Court respectfully requests your review and approval of a professional services contract in the total amount of $238,000 excluding tax for professional services for a term of 4 years with Mesa Vista Wellness dba Earth Spirit Awakening.

BACKGROUND AND SUMMARY:

The Municipal Court wants to partner with Earth Spirit Awakening LLC to enhance the court's DUI/Drug Court Program. Earth Spirit Awakening LLC will provide valuable services to the participants of the program and held reduce recidivism and increase public safety.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/ 100

Munis Org Name/Number: Municipal Court/1002700

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: Andy Hopkins **Date:** 04/09/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

FY26-RFP-040

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 04/09/2026

CPO Comment/Exceptions: Please ensure that Denise emails the ECR and proposals to GB

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination
Procurement document: RFP
Vendor's Quote (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Professional Services Contract

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Clinical Assessment Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Mesa Vista Wellness a/b/a Earth Spirit Awakening, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-NMSA 1978, Section 13-1-111, RFP; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

A. **Assessment Standards:**

i. Utilize evidence-based assessment tools and methodologies, such as the Addiction Severity Index (ASI), the Substance Abuse Subtle Screening Inventory (SASSI), and the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) criteria.

ii. Conduct comprehensive biopsychosocial assessments that include, but are not limited to, the following domains:

a. Substance use history and patterns

b. Mental health status

c. Medical history

d. Family and social relationships

e. Employment and educational background

f. Legal history

g. Readiness for change and motivation for treatment

iii. Provide a detailed written report for each assessment, including diagnostic impressions, recommended level of care, and a proposed treatment plan.

B. **Qualifications of Assessors:**

i. Assessors must be licensed mental health professionals (e.g., Licensed Professional Counselor, Licensed Clinical Social Worker, Licensed Psychologist) with specialized training and experience in substance use disorder assessments.

ii. Assessors must have a minimum of three years of experience in conducting clinical assessments for substance use disorders.

iii. Assessors must be familiar with the DUI/Drug Court model and the unique needs of court-involved individuals.

C. **Confidentiality and Compliance:**

i. All assessments and related documentation must comply with the Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 regulations regarding the confidentiality of substance use disorder patient records.

ii. Vendors must implement appropriate safeguards to protect the privacy and security of participant information.

D. Service Requirements

The selected vendor will be required to provide the following services:

i. Initial Assessments: Conduct initial clinical assessments for all new participants referred by the DUI/Drug Court.

ii. Follow-Up Assessments: Provide follow-up assessments as needed to monitor progress and adjust treatment plans. Follow-up assessments should be conducted at least every six (6) months or as directed by the DUI/Drug Court team.

iii. Collaboration and Communication:

a. Participate in regular DUI/Drug Court team meetings to discuss participant progress and coordinate care.

b. Maintain open and timely communication with DUI/Drug Court staff, treatment providers, and other relevant stakeholders.

E. Documentation and Reporting:

i. Submit detailed written assessment reports to the DUI/Drug Court upon completion of an assessment.

ii. Maintain accurate and up-to-date records of all assessments and related documentation.

F. Vendor Responsibilities

The selected vendor will be responsible for the following:

i. Ensuring that all assessors meet the required qualifications and maintain appropriate licensure and certifications.

ii. Providing all necessary materials and resources for conducting assessments, including assessment tools, forms, and documentation systems.

iii. Implementing and maintaining policies and procedures to ensure compliance with confidentiality and privacy regulations.

iv. Submitting regular invoices and progress reports to the City of Santa Fe, NM, in accordance with the terms of the contract.

v. Addressing any issues or concerns raised by the DUI/Drug Court team in a timely and professional manner.

The Contractor shall provide the following services for the City:

G. Assessment Standards:

i. Utilize evidence-based assessment tools and methodologies, such as the Addiction Severity Index (ASI), the Substance Abuse Subtle Screening Inventory (SASSI), and the Diagnostic and Statistical Manual of Mental Disorders (DSM-5) criteria.

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iii. Implementing and maintaining policies and procedures to ensure compliance with confidentiality and privacy regulations.

iv. Submitting regular invoices and progress reports to the City of Santa Fe, NM, in accordance with the terms of the contract.

v. Addressing any issues or concerns raised by the DUI/Drug Court team in a timely and professional manner.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Clinical Assessment Services for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. COMPENSATION

A. Payment. The City shall compensate the Contractor for the services described in the scope of work, the City agrees to pay the Contractor $219,988.45. The services and goods in the contract include GRT levied at the rate of 8.1875% equaling $18,011.55. The total compensation for the contract including GRT is $238,000.

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from the date of final signature unless terminated pursuant to the Termination or Appropriations Articles of this Contract.

5. TERMINATION

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

1. The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the

notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS **CONTRACT**.*

6. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. STATUS OF CONTRACTOR

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

8. ASSIGNMENT

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

9. SUBCONTRACTING

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

10. RELEASE

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. CONFIDENTIALITY

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

12. PRODUCT OF SERVICE - COPYRIGHT

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or

produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

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

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

14. AMENDMENT

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

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

15. ENTIRE AGREEMENT

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. MERGER

This Contract incorporates all the Contracts, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **FY26-RFP-040 - Clinical Assessment Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Contract or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. PENALTIES FOR VIOLATION OF LAW

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

18. EQUAL OPPORTUNITY COMPLIANCE

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

19. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. WORKERS' COMPENSATION

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

21. PROFESSIONAL LIABILITY INSURANCE

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. OTHER INSURANCE

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22.1. COMMERCIAL GENERAL LIABILITY

Insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

22.2. BROADER COVERAGE AND LIMITS

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

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

23. RECORDS AND FINANCIAL AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. NEW MEXICO TORT CLAIMS ACT

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

26. INVALID TERM OR CONDITION

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

27. ENFORCEMENT OF CONTRACT

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

28. NOTICES

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Municipal Court Paralegal 2511 Camino Entrada Santa Fe, NM 87507 jahines@santafenm.gov (505) 955-5113	**To the Contractor:** Tod DiCecco Director Mesa Vista Wellness 4001 Office Ct. Dr. STE 102 Santa Fe, NM 87507 (505) 490-1984 tod@mesavistawellness.com

29. AUTHORITY

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. NON-COLLUSION

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. DEFAULT/BREACH

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. DEFAULT AND FORCE MAJEURE

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

_____

MICHAEL GARCIA, MAYOR

CONTRACTOR:

TD

Tod DiCecco (Apr 6, 2026 12:08:25 MDT)

TOD DICECCO, EXECUTIVE DIRECTOR

DATE: Apr 6, 2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kyle Hibner

Kyle Hibner (Apr 6, 2026 12:45:37 MDT)

KYLE HIBNER, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Apr 13, 2026 09:11:59 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket ***services'*** determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- Property management (rent collection, property maintenance, etc.)
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer

_____ Date: 06/30/2025

Emily Oster, Finance Director

Emily K. Oster _____ Date: 06/30/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: David Tinley	
Daniels Insurance, Inc 320 Gold Ave SW, # 700 Albuquerque NM 87102	PHONE (A/C, No, Ext): (505) 766-9676	FAX (A/C, No): (505) 766-9679
	E-MAIL ADDRESS: jgallegos@danielsinsuranceinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Admiral Insurance Company	24856
INSURED Earth Spirit Awakenings LLC dba Mesa Vista Wellness 4001 Office Ct. Dr. Suite 102 Santa Fe NM 87507 (505) 983-8225	INSURER B : Farmington Casualty Company	41483
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES JG **CERTIFICATE NUMBER:** Cert ID 40184 (2) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CO000004135-08	10/11/2025	10/11/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:						Employee Benefit L	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			CO000004135-08	10/11/2025	10/11/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			UB-0W064595-25	10/11/2025	10/11/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Medical Professional			CO000004135-08	10/11/2025	10/11/2026	Ea Occurrence	$ 1,000,000
A	Medical Professional			CO000004135-08	10/11/2025	10/11/2026	Aggregate	$ 3,000,000

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

CERTIFICATE HOLDER

City of Santa Fe

200 Lincoln Avenue

Santa Fe NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Services Offered to the City of Santa Fe (FY26)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

CITY OF SANTA FE

DATE: April 8, 2026

TO: Governing Body
Finance Committee
Quality of Life Committee
Andy Hopkins, Budget Officer

VIA: Manuel Sanchez, Interim Community Services Department Director Manuel Sanchez (Apr 8, 2026 13:11:48 MDT)
Marcella Apodaca, Business Operations Manager Marcella Apodaca

FROM: Margaret Neill, Library Division Director Margaret Neill (Apr 8, 2026 12:53:04 MDT)

ITEM AND ISSUE:
Request for Approval of a BAR to move eighty thousand dollars ($80,000) from FY26 Contributions/Donations to Rep and Maint Build/Struct.

BACKGROUND AND SUMMARY:
In July 2025, the Community Services Department/Library Division received a Bequest from the Jean Lawton Trust Account in the amount of $80,000. There are no restrictions on how the money can be spent, only that it is intended for the benefit of the library. These funds will be used to pay for landscaping, pest control and other maintenance needs at the Southside Library Branch.

FROM:

2510104.470100	Contributions/Donation	($80,000)

TO:

2510104.520100	Rep and Maint Build/Struct	$80,000

ACTION REQUESTED:
The Community Services Department/Library Division respectfully requests your review and approval.

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Community Services/Library	4/8/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Rep and Maint Build/Struct	2510104	520100		80,000	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
SSLibr Ops/ Contributions/Doations	2510104	470100		(80,000)	
				$ 0	$

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

Request to move funds from the Lawton Trust out of revenue into expenditures to pay for landscaping, pest control and other facilities needs at Southside Library.

(Complete section below if BAR results in a net change to ANY Fund)

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

Marcella Apodaca — 4/8/2026
Prepared By *(print name)* — Date

Margaret Neill — Apr 8, 2026
Margaret Neill (Apr 8, 2026 12:53:04 MDT)
Division Director Signature *(optional)* — Date

Manuel Sanchez — Apr 8, 2026
Manuel Sanchez (Apr 8, 2026 13:11:48 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Apr 8, 2026
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Appeal # 2025-11633-APPL
Appellant's Name – Tierra Contenta Corp.
Agent's Name – Homewise, Inc.; Lisa Gavioli, Project Director
Address – 7205 Plaza Central

THIS MATTER came before the City of Santa Fe Governing Body for a public hearing on April 7, 2026, to consider the appeal of Tierra Contenta Corp. ("Appellant") from the decision of the City's Planning Commission in Case # 2024-9320. The Commission approved a multi-unit housing project at 7205 Plaza Central, called the "Zorro Blanco" development, without a requirement that it comply with the affordable housing mandate of the Santa Fe Homes Program, Santa Fe City Code 1987 ("SFCC") Sections 14-8.11 and 26-1. The Appellant asked the Governing Body to find that the affordable housing guidelines of the Santa Fe Homes Program should be imposed on the Zorro Blanco development, and to overturn the decision of the Planning Commission with respect to affording housing in this development.

I. RECORD ON APPEAL

The record on appeal included the following documents:

1. Memorandum to the Members of the Governing Body dated April 2, 2026, for the April 7, 2026, Meeting of the Governing Body, from the City Attorney's Office;
2. Exhibit A, Verified Appeal Petition filed December 3, 2025;
3. Exhibit B, Appellant's Attachment with Description of Harm;
4. Exhibit C, Planning Commission's Findings of Fact and Conclusions of Law for Case # 2024-9320, approved November 6, 2025;
5. Exhibit D, Planning Commission Meeting Minutes of the October 16, 2025, Commission meeting;
6. Exhibit E, Staff Report of Planning and Land Use Department;
7. Exhibit F, Maps and Photos (Attachment B to Planning Commission packet);
8. Exhibit G, Application Letter dated October 10, 2024 (Attachment C1 to Planning Commission packet);
9. Exhibit H, Development Plan excerpts (Attachment C11 to Planning Commission packet);
10. Exhibit I, Affordable Housing Correspondence (Attachment C13 to Planning Commission packet);
    a. Zydeco (Sommer Karnes) to TC Corp., dated February 14, 2025;
    b. SFHP Fee-in-Lieu Agreement;
    c. SFHP Rental Unit Calculation Worksheet;
    d. TC Corp. to Zydeco, dated April 29, 2025;
    e. Zydeco (Sommer Karnes) to TC Corp., dated May 8, 2025;
    f. TC Corp. to Zydeco TCVP Land, LLC, dated May 15, 2025;
    g. TC Corp. to Heather Lamboy, City of Santa Fe, dated August 7, 2025;
11. Exhibit J, Letter Acknowledging Lot Size Change (Attachment C14 to Planning

Commission packet)
12. Exhibit K, Tierra Contenta Restated Annexation Agreement (Attachment D to Planning Commission packet)
    a. Revised Master Plan PRC & Annexation
    b. Schedule of Improvements
    c. Revised Development Program
13. Exhibit L, Warranty Deed to Commercial Center @ 599, Inc.
14. Exhibit M, Corrected Warranty Deed to Commercial Center @ 599, Inc.

II. FINDINGS OF FACT

After conducting a public hearing, the Governing Body hereby FINDS, as follows:

A. Proceedings Prior to the Governing Body Appeal

1. SFCC 1987 Section 14-3.1 sets out the following procedures for a development application:
    a. a pre-application conference (SFCC § 14-3.l(E));
    b. an Early Neighborhood Notification ("ENN") meeting (SFCC 1987 §14-3.1(F)(2)(a)(iv)); and
    c. compliance with notice and public hearing requirements (SFCC 1987 § 14-3.1(H)-(I)).
2. Zydeco, Inc. (the "Applicant"), which owns 7205 Plaza Central and the Zorro Blanco development, attended a pre-application conference on June 27, 2024.
3. The Applicant gave notice of the ENN meetings by posting signs on three (3) locations on the property, and mailing notice to all tenants and property owners within 300 feet of the property.
4. The Applicant held virtual ENN meetings on the application on August 20, 2024, and September 30, 2024. The project team, members of Staff, and members of the public attended the ENN meeting. Members of the public voiced concerns about construction impacts, traffic impacts, affordable housing, architectural design, neighborhood amenities, and gentrification.
5. The project proposed in the Development Plan exceeds 30,000 square feet. Pursuant to SFCC 1987 Section 14-3.8(B)(3)(a), a new development with a gross floor area of thirty thousand (30,000) square feet or more requires the Commission to approve a development plan.
6. SFCC 1987 Section 14-3.8 establishes procedures for development plan approval including, without limitation, a public hearing by the Commission and a decision based on the criteria set out in SFCC 1987 Section 14-3.8(D).
7. The City Planning and Land Use Staff reviewed the application, related materials, and other information that the Applicant submitted, for conformity with the SFCC. The Staff also provided the Planning Commission a written report of the Staff's findings ("Staff Report") that evaluated the factors relevant to the application.
8. Staff recommended that the Commission approve the application subject to certain conditions and technical corrections set out in the Staff Report and exhibits.
9. In a public hearing on October 16, 2025, the Planning Commission received reports from

Staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.

10. At the conclusion of the hearing, the Commission voted unanimously among the seven voting members to approve the application.
11. On November 6, 2025, the Commission adopted written Findings of Fact and Conclusions of Law reflecting its decisions regarding the proposed alterations to this historic property.
12. As reflected in the Findings of Fact and Conclusions of Law adopted by the Commission, the Commission made the following findings:
    a. The approval is for a 165-unit multi-family residential development at 7205 Plaza Central on a lot approximately 7.9 acres in size;
    b. The Development Plan will not adversely affect the public interest;
    c. The development serves the public interest through the provision of much-needed housing;
    d. The residential use and any associated buildings are compatible with and adaptable to buildings, structures, and uses of the abutting property and other properties in the vicinity of the premises under consideration;
    e. The Development Plan is subject to the conditions and technical corrections recommended by the Planning and Land Use Staff, with the addition of the following condition imposed by the Commission: "Applicant shall work with Staff on the use of highlight colors that Staff find compatible with the design and surrounding context, and the architectural design points."
13. Per the recommendation of the Planning and Land Use Staff, the Commission did not impose an affordable housing requirement on the Zorro Blanco development, did not permit or require the developer to pay a fee-in-lieu of affordable housing, or find that the development was eligible for participation in the Santa Fe Homes Program ("SFHP").
14. The Commission's decision was based on the following provisions of the City of Santa Fe Land Use Code, SFCC Chapter 14:
    (a) SFCC 1987 Sections 14-2.3(C)(1) and 14-3.8(B)(4) give the Commission the authority to review and approve final development plans.
    (b) SFCC 1987 Section 14-3.8 establishes procedures for development plan approval including, without limitation, a public hearing by the Commission and a decision based on the criteria set out in SFCC 1987 Section 14-3.8(D);
    (c) SFCC 1987 Section 14-3.8(D)(1) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before approving a development plan.
    (d) SFCC 1987 Section 14-3.8(D)(2) permits the Commission to "specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the general plan."

B. Appeal to Governing Body

15. On December 8, 2025, the Appellant Tierra Contenta Corp. timely filed a Verified Appeal Petition, asking the Governing Body to review the decision of the Commission, and to require the Zorro Blanco developer to comply with the affordable housing mandate of the Santa Fe Homes Program, SFCC Section 14-8.11, or pay a "fee-in-lieu"

of providing affordable housing, as permitted by SFCC Section 26-1.33, Alternate Means of Compliance.

16. The Appellant did not seek to stop the construction of the Zorro Blanco development, specifically writing in an attachment to its Verified Appeal Petition, "[W]e are supportive of the Zorro Blanco project and do not wish to halt or impede its development."
17. In the Verified Appeal Petition, the Appellant argued that:
    a. The Planning and Land Use Staff's opinion that the Santa Fe Homes Program's affordable housing mandate does not apply to the Zorro Blanco development is based on SFCC Section 14-8.11(D)(3)(a), which excludes from the SFHP developments subject to an agreement with the City made before 2005 in which the parties agreed to provide affordable housing;
    b. The land on which the Zorro Blanco development is planned, Tract 51, is part of an Annexation Agreement for the Tierra Contenta ("TC") development, which has an affordable housing requirement, but no affordable housing requirement was imposed on Tract 51 because its intended use was commercial;
    c. Because the affordable housing obligations of the TC Annexation do not apply to the Zorro Blanco development, the exclusion from the Santa Fe Homes Program in SFCC Section 14-8.11(D)(3)(a) does not apply to Zorro Blanco, and Zorro Blanco is obligated to provide affordable housing under the SFHP; and
    d. The City Staff and Planning Commission's approval of the Zorro Blanco development without an affordable housing requirement creates a disadvantage to the TC Corp., which now must devote 40 percent of its remaining development to affordable housing without any contribution from Zorro Blanco.
18. SFCC Section 14-3.17(A)(2) sets forth the grounds for an appeal of a Land Use Board decision and provides that an appeal may be filed for one or more of the following reasons only: (1) the Board's final action does not comply with SFCC Chapter 14 or the Zoning Enabling Act, NMSA 1978, Sections 3-21-1 to -14; (2) the Board misapplied SFCC Chapter 14; or (3) the Board's decision is not supported by substantial evidence.
19. As required by SFCC Section 14-3.17(D)(6), the City Land Use Director reviewed the Verified Appeal Petition for conformity with the requirements of SFCC Section 14-3.17 and determined that the Appeal conformed to the requirements.
20. The Appellant provided notice of the Governing Body hearing by mailing notices to the owners of record of all neighboring properties within 300 feet of 7205 Plaza Central no less than 15 days in advance of the hearing.

C. Governing Body Public Hearing April 7, 2026

21. Under SFCC Section 14-2.2(F), the Governing Body conducts a *de novo* hearing on an appeal of a final action of a Land Use Board.
22. The Appellant appeared in person at the hearing and was represented by Luke Pierpont, Attorney for Tierra Contenta Corp., and agent Lisa Gavioli, Real Estate Development Project Director for Homewise, Inc., which is a developer within the Tierra Contenta Annexation. Both Mr. Pierpont and Ms. Gavioli made presentations to the Governing Body.
23. Assistant City Attorney Frank Ruybalid presented an overview of the case to the Governing Body, and Karl Sommer, Attorney for Zydeco., Inc., the owner of the Zorro

Blanco Development, made a statement in support of the Planning Commission's decision.

24. During the time allotted for comment from the public, Cathy Collins, Executive Director for Santa Fe Habitat for Humanity; Tamara Baer, Board Member of the TC Corp.; Anne Watkins, Community Development Commission member; Michael Loftin, Chief Executive Officer of Homewise, Inc.; Anthony Guida, AIA and Board Member of Friends of Architecture Santa Fe; Gayla Bechtel, AIA and former Board Member of the TC Corp.; Michele Williams, Executive Director of Consuelo's Place Homeless Shelter; Marissa Ruyle, Board Member of the TC Corp.; provided sworn testimony, all in support of the appeal. One speaker provided sworn testimony in support of the Planning Commission's decision.
25. During the hearing, City Councilors and the parties asked questions of Ms. Gavioli, Mr. Sommer, Mr. Ruybalid, Land Use Director Heather Lamboy and Planning Manager Daniel Esquibel, who provided additional information.
26. Based on the information provided by the sworn witnesses, City Staff and speakers who addressed the Governing Body, the Governing Body finds:
    a. SFCC Section 14-8.11(D)(3) reads that the Santa Fe Homes Program does not apply to a development or portion of a development that is subject to an agreement pre-dating 2005 in which the signatories agreed to provide affordable housing;
    b. All landowners in the Tierra Contenta Annexation signed an Annexation Agreement in 1994 by which Tierra Contenta Corp. agreed to develop approximately 40 percent of the 3,700 units on TC Corp.'s property for families earning at or below 80 percent of the median family income of the City, which is consistent with the income standards for affordable housing eligibility in the City of Santa Fe; and
    c. The Zorro Blanco development, on the original Tract 51 of the Tierra Contenta Annexation Agreement Master Plan, is a portion of a development that is subject to an agreement pre-dating 2005 in which the signatories agreed to provide affordable housing.

III. CONCLUSIONS OF LAW

Under the circumstances and based upon the record and the evidence and testimony submitted at the hearing, the Governing Body CONCLUDES as follows:

1. Pursuant to SFCC Section 14-2.2(F), the Governing Body has the power and authority to hear and decide the matter that is the subject of the Appeal.
2. The Planning Commission's written Findings of Fact and Conclusions of Law, adopted November 6, 2025, was a final action subject to appeal.
3. The Appellant timely appealed the Board's decision to the Governing Body and complied with the procedural requirements set forth in the SFCC.
4. This Appeal should be denied for the reasons:
    a. Per SFCC Section 14-8.11(D)(3)(a), the Zorro Blanco development is not eligible for participation in the Santa Fe Homes Program, not subject to the affordable housing mandate of the SFHP, is not eligible for the density bonus granted to

participants in the SFHP, and is not compelled to pay the fee-in-lieu of affordable housing as otherwise required by SFCC Section 26-1.33; and

b. Substantial evidence supported the decision of the Planning Commission in Case # 2024-9320 to approve the Zorro Blanco Development Plan to build 165 multi-family residential units on a 7.9-acre lot zoned C-1 (Office and Related Commercial) at 7205 Plaza Central in the City of Santa Fe.

IV. VOTE AT THE HEARING

With respect to the Appeal and Tierra Contenta Corp.'s challenge to the Planning Commission's November 6, 2025, decision to approve the Zorro Blanco development at 7205 Plaza Central, the Governing Body voted to deny the appeal, with a vote of eight (8) in the affirmative and none in the negative.

WHEREFORE, IT IS ORDERED ON THE 29TH OF APRIL, 2026, BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

The Governing Body DENIES the appeal with respect to the property at 7205 Plaza Central, affirms the Planning Commission's November 6, 2025, decision, and approves the development as described in Case # 2024-9320.

_____ _____

Michael J. Garcia, Mayor Date

FILED WITH THE CITY CLERK:

_____ _____

Geralyn Cardenas, City Clerk Date

APPROVED AS TO FORM:

_____ April 16, 2026

Frank Ruybalid, Assistant City Attorney Date

Date: March 26, 2026

To: Governing Body and Quality of Life Committee

From: Brian Moya, Interim City Manager BM

RE: Repealing Resolution No. 2001-11 Which Sponsored and Supported an Annual Marching Parade on Airport Road in Celebration of Cesar E. Chavez

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SUMMARY:

The proposed resolution would repeal City of Santa Fe Resolution No. 2001-11, originally jointly adopted with Santa Fe County, which sponsored and supported an annual marching parade on Airport Road in celebration of Cesar E. Chavez.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

REPEALING CITY OF SANTA FE RESOLUTION NO. 2001-11, A JOINT CITY/COUNTY RESOLUTION WHICH SPONSORED AND SUPPORTED AN ANNUAL MARCHING PARADE ON AIRPORT ROAD IN CELEBRATION OF CESAR E. CHAVEZ.

WHEREAS, in the year 2001, the City of Santa Fe and Santa Fe County jointly adopted Resolution No. 2001-11, sponsoring and supporting an annual marching parade on Airport Road in celebration of the life and accomplishments of Cesar E. Chavez; and

WHEREAS, on March 18, 2026, a report published by *The New York Times* detailed serious and disturbing allegations of abuse involving women and girls and the late labor organizer, Cesar Chavez; and

WHEREAS, the Governing Body recognizes and affirms the courage of survivors who come forward to share their experiences, particularly in environments where speaking out has historically been met with silence, disbelief, or retaliation; and

WHEREAS, the Governing Body stands in solidarity with all individuals who have experienced harm or abuse, and acknowledges that no position of leadership or authority should ever be used to exploit, silence, or harm vulnerable people; and

WHEREAS, women – particularly Latinas and women of color – have too often been subjected to systems and conditions that compromise their dignity, safety, and full participation in public life, and it is the responsibility of public institutions to reject and dismantle such harm; and

WHEREAS, the Governing Body affirms that leadership mush be rooted in accountability, integrity, and the protection of human dignity, and rejects complicity in systems that have historically enabled abuse under male-dominated power structures; and

WHEREAS, the Governing Body recognizes that no single individual defines a movement, and that the legacy of farmworkers and civil rights struggles is carried forward by the collective contributions of countless women, organizers, and community leaders whose work has advanced justice, equity, and dignity for all; and

WHEREAS, the Governing Body acknowledges that while harm cannot be undone, there is a moral and civic responsibility to act in ways that honor survivors, interrupt cycles of abuse, and ensure that public recognition reflects values of safety, respect, and accountability; and

WHEREAS, the City of Santa Fe affirms its commitment to supporting survivors of abuse, fostering environments where truth can be spoken without fear, and advancing policies and practices that uphold dignity, safety, and accountability; and

WHEREAS, the City of Santa Fe recognizes and honors the broader farmworker and civil rights movements, with particular acknowledgment of the leadership, resilience, and contributions or women, including Dolores Huerta, and countless organizers whose work continues to shape more just and equitable communities; and

WHEREAS, the City of Santa Fe encourages community-based, inclusive, and value-aligned recognitions that uplift the collective legacy of farmworkers and civil rights leaders, centering equity, healing, and intergenerational responsibility; and

WHEREAS, the City of Santa Fe is committed to governance that centers people, upholds equity, and ensures that public actions and recognitions align with the community's shared values

and dignity, justice, and healing.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Resolution No. 2001-11, entitled "A Joint County/City Resolution Sponsoring and Supporting an Annual Marching Parade on Airport Road in Celebration of the Life and Accomplishments of Cesar E. Chavez on the Sunday Near or About March 31," is hereby repealedin its entirety.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Repeal Resolution No. 2001-11

FIR No. 10752.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Repealing Resolution No. 2001-11 Which Sponsored and Supported an Annual Marching Parade on Airport Road in Celebration of Cesar E. Chavez

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): City Manager's Office

Staff Completing FIR: Brian Moya, Interim City Manager **Date:** 3/30/2026 **Phone:** (505) 955-3111

Reviewed by City Attorney: Marcos Martinez **Date:** 04/02/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 2, 2026 10:53:05 MDT) **Date:** 04/02/2026

Summary:
The proposed resolution would repeal City of Santa Fe Resolution No. 2001-11, originally adopted jointly with Santa Fe County, which sponsored and supported an annual marching parade on Airport Road in celebration of Cesar E. Chavez.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then City No. 2001-11 would not be repealed and would remain in effect.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The proposed resolution would repeal Resolution No. 2001-11

Performance and Administrative Implications:
None.

Fiscal Implications: It is possible that repealing Resolution No. 2001-11 would create a small cost savings through removing the need to fund staff time devoted to supporting the event.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

Date: March 31, 2026

To: Governing Body, Quality of Life Committee, Finance Committee

From: Christina Montoya, Records Management Technician CM

Via: Geralyn Cardenas, City Clerk

RE: Resolution for Records Retention and Management

EXECUTIVE SUMMARY:

This resolution repeals Resolution No. 2003-33 and proposes to adopt a new records information management and retention policy to include digital records. The new schedule is attached to the proposed resolution as "Exhibit A".

BACKGROUND:

The City of Santa Fe's ("City") current record retention and maintenance of documents is an outdated process and does not currently have guidelines and procedures on how to archive digital records.

The Records and Archives Center needs an upgrade and is moving toward a more eco-friendly environment by reducing the City's paper consumption. Upon adoption of this Resolution we would have the ability to digitize records that are currently being physically stored in the Records and Archives Center.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Alma Castro

A RESOLUTION

REPEALING RESOLUTION NO. 2003-33; AND ADOPTING NEW RECORDS INFORMATION MANAGEMENT AND RETENTION POLICY.

WHEREAS, the City of Santa Fe's ("City) last adopted policy for record retention and maintenance of documents, as described in Resolution No. 2003-33, is outdated; and

WHEREAS, the City does not have any current guidelines or procedures on how to archive digital records; and

WHEREAS, the City's Records and Archives Center is running out of space to hold paper records; and

WHEREAS, the Governing Body wishes to support the City in creating a more sustainable policy by reducing paper consumption; and

WHEREAS, establishing electronic access to records may increase City staff productivity; and

WHEREAS, the Governing Body supports public access to records, and digital records make public access to records more convenient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Resolution 2003-33 is hereby repealed; and

BE IT FURTHER RESOLVED that the City of Santa Fe Records and Archive Center's records retention and disposition schedules (Exhibit A) attached hereto shall be adopted as the official policy for the retention and destruction of records for the City of Santa Fe.

BE IT FURTHER RESOLVED that the City Clerk is hereby authorized and directed to maintain the records management program for the City and to apply the retention periods assigned to municipal records with adherence to the policies of the New Mexico State Records Center and Archives.

BE IT FURTHER RESOLVED that once the City has successfully digitized records to the extent that digital records are deemed appropriate by the retention and disposition schedules attached in Exhibit A, that the public shall also have access to records to the extent that the access is deemed appropriate as is consistent with the Inspections of Public Records Act, NMSA 1978, Section 14-2-1, and any other applicable local or state laws.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Mar 31, 2026 16:55:59 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Records Retention and Management

Exhibit A:

City of Santa Fe Retention Schedule

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

Record Retention Schedule Key Terms.

The following terms and definitions are listed in the order in which they appear in the Records Retention Schedule.

Records Retention Schedule- schedule specifying how long paper, electronic, and all other records must be retained for operational, legal, fiscal, historical, or other purposes.
Retention Code- number that corresponds to a series, depicted as “R” and a number (Example: R.001 is the code for the “Code of Conduct").
Descriptions of Record- describes the content and function of the record series.
Retention Rule-specifies the length of time records must be retained before they are eligible for destruction or archival preservation.
Responsible Department- department assigned responsibility for records within record series.

City of Santa Fe Records Retention Schedule:

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.001	Code of Conduct: prescribed standards which are peculiar and appropriate to the function and purpose for which the department/division or institution was created and exists.	Until suspended by new code	Human Resources Department
R.002	Community Development Report: report on promoting the municipality through its economic development	2 years after date expired	Planning and Land Use Department
R.003	Primary Mission Records: files concerning the establishment of the department/division, its development and policies, its progress, operation summaries, plans for the future development, etc.	Until no longer needed for reference	Community Engagement Department
R.004	Public Relations File: information concerning department/division publicity. File may include press releases, biographies, newspaper clippings, promotional materials, bulletins, broadcast, scripts, photographs, visual documentation, and other related items.	(1) Platform (software): 1 year after discontinuance of the system. (2) web content: (a) informational website:	Community Engagement Department
R.005	WEBSITE: Architecture: The overall design of a website, which can encompass hardware and software, consisting of the how the components are designed, connected to, and operate with one another. The architectural	(1) Platform (software): 1 year after discontinuance of the system. (2) (2) web content: (a) informational website: 1 year after is updated or changed. (b)	Community Engagement Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	design also contains information on the development and maintenance of informational or transactional websites that may contain documentation on the platform and associated software necessary to operate and maintain an internet or intranet presence. The website may contain replicated information from the establishment of a web presence. The website may contain information from a department/division such as, names of staff, announcements, calendar of events, press releases, annual reports, strategic plans, surveys, images, multimedia, audio, transactional forms or pages (e-commerce), etc. The website may also contain unique information found only on the website.	replicated information: until superseded . (3) (3) website structure. (a) replicated informational website: 1 year after site is updated or changed. (b)transactional website: 3 years after site is updated or changed: [transactional websites contain or support transactions such as registration, purchases, etc..]	
R.006	Legal Brief File (Brief Bank): contains duplicate copies of legal briefs from legal case file.	Until no longer needed for reference	City Attorney
R.007	Legal Case Files: records concerning litigation. Records may contain complaints, court orders, motion, pleadings, notes, briefs, releases, investigative reports, investigative activity logs, transcripts, closing sheets,	(1) Legal casefiles: 10 years after case closed (2) Legal case files involving minors: 10 years after case closed or until any minor involved attains age 21, whichever is longer	City Attorney

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	correspondence, memoranda, etc. Case files involving real property where the state has an interest shall be retained for 10 years after case closed or until state no longer has an interest, whichever is longer.	**(3) Legal case files involving real property: 10 years after case closed or until state no longer has an interest, whichever is longer Confidentiality: per NMSA 1978, Sections 14-2-1, 32A1-3.B , 32A-2-32 , 32A-3B-22 , 32A-4-33 , 32A-5-8 , and 32A-6-15**	
R.008	**Legal Case Index: includes notations on activities related to case indexed.**	**10 years after case closed**	**City Attorney**
R.009	**Legal Case Log: listing of cases. Log may be destroyed when information transferred to or is available on electronic media.**	**10 years after all cases listed are closed**	**City Attorney**
R.010	**Legal Opinions and Request for Opinion File: records requesting legal office to render or issue an opinion. May contain request, opinion, relating documentation, correspondence, memoranda, etc. File includes attorney general opinions and requests for opinions.**	**(1) Legal office (issuing entity): Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **(2) Office or department (requesting entity): until no longer needed for reference**	**City Attorney**
R.011	**Offence or Incident Reports: shows offender's name, offender information, date and time and location of occurrence, information on incident, reporting witness name, name of**	**5 years after date of occurrence**	**City Attorney**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	investigating officer, narrative, etc. Includes bomb threat reports. Includes reports concerning victims of alleged criminal offenses occurring on department/division property.		
R.012	Assessments/taxes: Records concerning the various levies imposed by ordinance.	6 years after close of fiscal year in which assessment is paid	City Clerk
R.013	Business License Files: records concerning the issuance of business licenses. Files may contain application for license, license stub, business fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which license issued	Planning and Land Use Department
R.014	Business Registration Files: records concerning the issuance of business registration to participate in business or occupational activity. Files may contain application for registration, registration stub, registration fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which registration issued	Planning and Land Use Department
R.015	Campaign Contribution Reports: records concerning the contribution to fund campaigns of candidates or special issues. Reports may show name of contributor, amount of contribution, candidate name, etc.	2 years after election date or until termination of office, whichever is longer	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.016	Claim of Lien Files: records concerning liens placed against private property for services rendered by the municipality. Files may contain claim of lien, assessment table, copy of notice of public hearing, copy of notice of violation, court order, copy of work order, copy of billing, release of lien, correspondence, memoranda, etc.	6 years after lien release	City Clerk
R.017	Election District Files: records concerning the creation of election voting districts. Files may contain petitions, census information, boundary proposals, public hearing information, consultant information, contractual documentation, copies of ordinance adopting voting districts, final district delineation, district maps, etc.	2 years after superseded by new redistricting	City Clerk
R.018	Election Files: records concerning regular and special municipal elections held for the purpose of electing municipal officers or considering any other question placed on the ballot by the governing body. Files may include the absentee ballot register and ballots, application for absentee ballots, absentee voter lists and affidavits of destruction, signature roster,	(1) Ballots. Used emergency and absentee paper ballots (If no notice by registered mail of contest or no judicial inquiry) Note: ballots where a contest, recount or judicial inquiry is sought shall be destroyed upon order of the district court having jurisdiction for those precincts (3-8-62 C NMSA 1978): 30 days after the	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	registered voter list, machine printed returns, oaths of office of the precinct board, declarations of candidacy and withdrawals, election resolution, proof of all publications, copies of all election material required to be published or posted, sample ballots and ballot labels, voting machine permits, affidavits of triplicate voter registration or certificates submitted by voters, copies of all affidavits or certificates prepared in connection with election, copy of certificates of canvass, amended certificates of canvass, results of recounts, rechecks, contests, re-canvass, etc.	issuance of the certificate of election or 30 days after completion of canvassing in which there are no candidates for municipal office, for those precincts in which the municipal clerk has received no notice of contest or judicial inquiry(Section 3-8-62 B NMSA1978) (2) Ballots. Unused paper ballots (including unused emergency paper ballots: upon the closing of polls and before voting machines are unlocked (3-8-51B, NMSA 1978) (3) Ballots. Unused absentee ballots: at 5:00 p.m. on the Thursday immediately preceding the date of the election (3-9-8, NMSA 1978) (4) Voter registers or lists and election handbooks: until superseded by new material	
R.019	Franchise Files: records establishing the terms in which utility may use municipal termination of rights of way. Files may include copy of right of way contract (ordinance), studies, reports, work papers, etc.	6 years after termination of franchise	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.020	Governing Board File: records concerning department/division dealings with the governing board of said department/division. File may include original or copy of minutes of meetings, reports, related documentation, correspondence, etc.	5 years	City Clerk
R.021	Industrial Revenue Bond Files: records concerning the issuance of municipal revenue bonds to acquire, own, lease, or sell projects for the purpose of promoting industry and trade other than retail trade. Files may include agreement for the abatement of taxes, project descriptions, industry or trade information, correspondence, memoranda, etc.	6 years after termination of agreements	City Clerk
R.022	Liquor Licenses Files: records concerning the issuance of liquor licenses. Files may contain application for license, license stub, license fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which license issued	City Clerk
R.023	Microfilm Inspection Sheets: Record shows report date, roll number, inspection date, density, resolution, remarks/comments, inspector signature, etc.	5 years after inspection date	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.024	**Microfilm Job Ticket: Shows records sent for microfilming, record description, received by, delivered to, etc.**	**5 years after close of fiscal year in which created**	**City Clerk**
R.025	**Minutes of Meetings: records of official proceedings of governing bodies. Information includes agenda, date, place, list of attendees, and a summary of discussion and decisions. Official minutes may also include all informational attachments such as reports, surveys, proposals, studies, and charts distributed to members for discussion and for use in making decisions on department/division policy, planning, and administrative matters. Official minutes shall include only those documents and attachments that have been formally introduced as part of a record.**	**(1) Minutes of meetings of Governing Body meetings, boards, commissions, and/or other policymaking bodies, as defined in open meetings Act (NMSA 1978, sec. 10-15- 1,): Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **(2) Minutes of meetings of all other bodies: 5 years** **(3) Tapes or recordings of decision board meetings: Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **(4) Video recordings of decision board meetings: Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **(5) All other documentation including agenda, agenda package, etc.: after next meeting date but no**	**City Clerk**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		longer than 2 years after meeting date	
R.026	Municipal Bond Certificates of Destruction shows the number and maturity of the bond, note, certificate, coupon, the date paid, etc.	6 years after date created (NMSA 1978, Section 6-10-62)	City Clerk
R.027	Municipal Bonds, Notes, Interest Coupons, and Certificates of Indebtedness: record of debt in form of a bond, note, certificate of indebtedness, or interest coupon incurred by the municipality.	(1) When paying agent is a bank, savings and loan association, or other third party: until paid and certificate of destruction has been prepared (2) When paying agent is the debtor department/division (i.e., municipality): 2 years following payment and certificate of destruction has been prepared	City Clerk
R.028	Non-Business Registration Files: records concerning the issuance of non-business registration to participate in non-business activity (e.g., charitable solicitations, parades, gatherings, displays, garage sales, etc.). Files may contain application for registration, registration stub, registration fee receipts, correspondence, memoranda, etc.	3 years after close of fiscal year in which registration issued	Planning and Land Use Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.029	**Oath of Office: original or copies of oaths of elected municipal officials. Oath may show municipal office, name of elected or appointed officer, affidavit, date, signature, etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**City Clerk**
R.030	**Ordinance Code: compilation of current municipal regulations.**	**Until superseded by new compilation**	**City Clerk**
R.031	**Ordinance Files: municipal resolutions adopted by the municipal governing body. Files may contain original resolution adopted, amendments, repeal information, proof of publication, legal notices, etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**City Clerk**
R.032	**Precinct Board Files: records concerning the appointment of precinct boards that will conduct municipal elections. Files may contain copy of appointment notifications, appointment acceptances, oaths of office, list of precinct board members (judges, clerks, and alternates), correspondence, memoranda, etc.**	**2 years after election for which appointed**	**City Clerk**
R.033	**Property Assessment Files: records concerning the assessment of real property (lien) initiated by petition or declaration of imminent domain to improve or develop community infrastructure. Files may contain**	**3 years after close of fiscal year in which final action taken**	**City Clerk**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	petitions, correspondence, memoranda, assessment value documentation, challenges to assessed values, final action of governing body, etc.		
R.034	**Property Files: records of deeds and leases to real property owned or used by department/division. Information includes description and location of the property, maps, sale agreements, land acquisition forms, deeds, lease agreements, and related correspondence.**	**(1) Deeds and related documentation (property control copy): Permanent.** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **After property is sold, disposed of, or relinquished, files may be transferred to archives** **(2) Leases and related documentation (property control copy): 6 years after termination of lease, then transfer to archives for appraisal and final disposal** **(3) Deeds or leases and related documentation (department/division information copy): 6 years after termination of lease or 6 years after property is sold, or disposed of, or relinquished**	**City Clerk**
R.035	**Request for Document Destruction: approval request for destruction of department/division records. Shows**	**Retention: 3 years after close of calendar year in which records destroyed**	**City Clerk**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	department/division name and location, date, record description, inclusive dates, quantity of		
R.036	**Resolution Files: formal statements expressing the opinion, will, or intent of the municipal governing body.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**City Clerk**
R.037	**Speech Files: transcript of speeches given by department/division personnel. Speeches concern program procedure, work activities, and related concepts.**	**Until no longer needed for reference**	**City Clerk**
R.038	**Vehicle Title/Registration: Title and/or registration of vehicles owned by the City.**	**4 years after vehicle disposed of**	**Finance Department**
R.039	**911 Database Ledger Correction Form: Includes updates regarding street and address changes.**	**Until superseded or until no longer needed for reference**	**Planning and Land Use Department**
R.040	**Annexation Records: Including petitions, resolutions, ordinances, orders by Municipal Boundary Commission.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.041	**Appeals of Planning and Zoning Board Decisions**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.042	**Building Code Violation Files: Records concerning violations to building code (building, plumbing, mechanical,**	**10 years after date of final resolution**	**Planning and Land Use Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	environmental). Files may contain complaint, inspections, work notes, final report, compliance documentation, final resolution, correspondence, memoranda, etc.		
R.043	**Building Drawings, Plans, and Blueprints: Original photographic reproduction of architectural plans or technical drawings. Access to documentation of restricted or security areas shall be limited to authorized personnel only**	**Permanent.** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.044	**Building Inspection Files: Records concerning the application to construct and/or to modify private structures within the municipality. Files may contain application to build/modify, copy of permit issued, inspections (e.g., plumbing, electrical, environmental, etc.), construction plan copies, work notes, certificate of occupancy copy, etc.**	**10 years after date of final resolution**	**Planning and Land Use Department**
R.045	**Building Permit Application**	**1 year after final inspection**	**Planning and Land Use Department**
R.046	**Building Permit Construction Plans: A. Residential Plans B. Commercial Plans**	**A. 1 years from date of substantial completion** **B. Permanent**	**Planning and Land Use Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		*Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	
R.047	**Building, Mechanical, Plumbing and Electrical Inspection Logs**	**1 year from inspection date**	**Planning and Land Use Department**
R.048	**Building, Mechanical, Plumbing, And Electrical Permits**	**1 year from inspection date**	**Planning and Land Use Department**
R.049	**Certificate of Occupancy**	**10 years from date of issuance**	**Planning and Land Use Department**
R.050	**City Building Drawings, Plans and Blueprints: Original or photographic reproduction of architectural plans or technical drawings. NOTE: Access to documentation of restricted/security areas shall be limited to authorized personnel only.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.051	**Conditional Use Permits**	**Permanent.** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **Denied or withdrawn files purged 3 years after final action**	**Planning and Land Use Department**
R.052	**Family Day Care Permits**	**3 years after facility closes or daycare provider moves**	**Planning and Land Use Department**
R.053	**Fence/Shed Permits: Includes site plan review and application**	**1 year from date of completion**	**Planning and Land Use Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.054	**Home Occupation Permits**	**3 years after business ceases to exist**	**Planning and Land Use Department**
R.055	**Metropolitan Redevelopment Files: Project files pertaining to redevelopment plans. A. Blighting studies, de-blighting studies, redevelopment plans & copies of ordinances and/or resolutions B. Property ownership notifications, lists of ownership, etc.**	**A. Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **B. 5 years after completion or cancellation then review for historical value**	**Planning and Land Use Department**
R.056	**Non-Conforming Certificates**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.057	**Plans: Show streets, developments, subdivisions, traffic, population, Integrated Comprehensive Plan, corridor plans, specific plans, master plans, access plans, etc.**	**Until no longer needed for reference or implementation**	**Planning and Land Use Department**
R.058	**Project Files and Studies: Includes studies and project files pertaining to municipal planning, construction, redistricting, census, Fair Housing policy, etc.**	**5 years after completion or cancellation then review for historical value**	**Planning and Land Use Department**
R.059	**Sign Permits: A. Commercial signs, subdivision signs and change of sign face B. Temporary signs in right-of-way C. Special exceptions to sign code**	**A. 1 year after business ceases or when new company/subdivision changes sign B. 1 year after event or election occurs**	**Planning and Land Use Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		C. 1 year after business ceases *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	
R.060	**Special Event Permits**	**1 year after event occurs**	**Planning and Land Use Department**
R.061	**Street Excavation Permit: records concerning the application for permit to excavate or bore under a municipal-owned street for the purpose of construction or repair of utility lines. Files may contain application for permit, engineering drawings, archaeological data, copy of permit, cut location information, date of cut, date completed, date of final reformation, etc.**	**6 years after close of fiscal year in which permit issued**	**Public Works Department** **Planning and Land Use Department**
R.062	**Subdivision Plats: Includes preliminary and summary plats, vacation of right-of-way plats and modifications.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.063	**Subdivision Records: A. Pre-applications, exceptions, variances B. Property ownership lists and notifications**	**A. 10 years** **B. 5 years**	**Planning and Land Use Department**
R.064	**Variance**	**Permanent.** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		Denied or withdrawn files purged 3 years after final action	
R.065	**Zone Map Amendments**	**Permanent.** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **Denied or withdrawn files purged 3 years after final action**	**Planning and Land Use Department**
R.066	**Zoning Case Files: records concerning request to initially set or change established zoning designation. Files may contain zoning request, fee receipts, reviews, recommendation by planning and zoning board, correspondence, memoranda, etc.**	**3 years after close of fiscal year in which case closed**	**Planning and Land Use Department**
R.067	**Zoning Interpretations**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Planning and Land Use Department**
R.068	**Zoning Permit Files: records concerning the application to allow the use of property as designated by zoning code. Files may contain application to utilize property as designated by zoning code, certificate of zoning compliance, copy of permit issued, final inspection,**	**3 years after date of final inspection**	**Planning and Land Use Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	construction plan copies, work notes, certificate of occupancy copy, etc.		
R.069	**Zoning Violation Files: records concerning violations to zoning designation. Files may contain complaint, inspections, work notes, final report, compliance documentation, final resolution, correspondence, memoranda, etc.**	**3 years after date of final resolution**	**Planning and Land Use Department**
R.070	**1099 File: Records concerning the reporting to the IRS on monies paid out by Department on technical and professional services contracts.**	**1 year after termination of contract provided Audit Report released**	**Finance Department**
R.071	**Account Transfer Orders: Shows account names and codes, item codes, amounts to and from for the transfer of cash. Record series includes special purpose transfer orders that include encumbrance detail.**	**(1) Finance department copy: 6 years after close of fiscal year in which created** **(2) Treasurer's copy: 3 years after close of fiscal year in which created** **(3) Other department copy: 3 years after close of fiscal year in which created**	**Finance Department**
R.072	**Audit Reports: Printed report documenting the annual audit of funds. These reports, prepared by an outside accounting firm, are categorized by the various offices and further classified by accounts to which they relate. This series also includes semiannual and special**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Finance Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	audits. Information includes balance sheet, summary of revenue and expenditures, cash balances, statement of taxes, statement of delinquent taxes, statement of other receipts, statement of fines and fees.		
R.073	Bank Statement: Records showing historical record of cash receipts and disbursements	6 years after close of fiscal year in which created	Finance Department
R.074	Benefits Monthly Remittance Includes records of payments for monthly benefits.	6 years after close of fiscal year in which created	Finance Department
R.075	Bids/quotes: Record of each bid submitted by vendors selling goods and or services. Information includes request for quotation, bid spread sheet and bid award letter.	3 years after close of fiscal year in which bid is awarded	Finance Department
R.076	Budget - Operating: Printed copy of annual budget showing projected receipts and expenditures. A. Financial Services Copy. B. Department Copy	A. 3 years after the close of fiscal year in which created B. Until no longer needed for reference	Finance Department
R.077	Budget Adjustment Requests: Standard form for the revision of an approved operating budget detailing money amounts by line item with explanation and justification.	3 years after close of fiscal year in which created	Finance Department

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.078	Budget Request: Final draft of proposed budget	3 years after close of fiscal year in which created	Finance Department
R.079	Budget Status Report Monthly: Report generated by Finance Department listing approved budget by category and line item. Information includes budget adjustments, amounts expended, encumbrances outstanding, unencumbered balance, etc.	3 years after close of fiscal year in which created	Finance Department
R.080	Cash Reports, daily: Report generated showing daily revenues deposited with Finance Department by department. A. Finance Department copy B. Departments copy	A. 3 years after close of fiscal year in which created B. Until Audit Report released	Finance Department
R.081	Check Register: Record of checks issued for payment of voucher. Register may show check number, vendor name, vendor code, voucher number, voucher date, vendor invoice number, fund (account) number, payment amount, check date, etc.	6 years after close of fiscal year in which created	Finance Department
R.082	Checks: Canceled or voided checks issued for payment of goods and or services. Information includes date, check number, to whom paid, amount, signature of finance officer, etc. A. Canceled checks B. Voided checks	A. 6 years after the close of fiscal year in which created B. Until Audit Report released	Finance Department

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.083	Commercial Driver's Certification (Form MVD-11042), Files: Contain: certification form with applicant's name, address, date of birth, social security number, driver's license number, state, and applicant's signature. Also contain: Vehicle Certification (Form MVD 10414), and Commercial Driver's License Examination (Form MVD-11040). Note: Paper originals may be destroyed after microfilm meets State of New Mexico Microphotography Standards and is verified for completeness, in accordance with SRC Rule No. 92-03 and 92-04. [8-1-94]	3 years from date of issuance.	Finance Department
R.084	Community Development or Community Service Grant or Sub-Grant Files: records concerning grant monies received and redistributed by the municipality. Records include but are not limited to block grants, negotiated grants, federal department/division grants, state department/division grants (i.e., department/division on aging), entitlement grants, etc. Files may contain municipality's application for grant, grant award notification, applications to the	Retention: 5 years after submission of final expenditure report or 6 years after termination of grant whichever is longer	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	municipality for subgrant monies, copies of sub-grant award notifications, sub-grantee expenditure reports, copy of final expenditure report, reports as required by grant, etc.		
R.085	Construction Grant Records: Includes grant administration files, consultant contracts, submittals, construction records, grant funds cash flow, etc.	10 years after completion of project	Finance Department
R.086	Contract Tax File: Description: records concerning the reporting to the IRS on monies paid out by department/division on technical and professional service contracts.	Retention: 1 year after termination of contract, provided audit report released	Finance Department
R.087	Contract/agreement Files: Records concerning contracts let through bid by the Purchasing Department, technical/professional services contracts, lease/rental contracts, agreements, etc. Files may include contract/agreement, bid information, contract/agreement specifications, correspondence, memoranda, etc. A. Purchasing Division B. Department Copy	A. 6 years after termination of contract or agreement B. Until no longer needed for reference	Finance Department
R.088	Contract/Agreement Logs: lists of all department/division contracts/agreements. Show	6 years after termination of contract or agreement	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	contract/agreement number, agreement contractor termination date, type of contract/agreement, etc.		
R.897	Detail General Ledger Report: Computer generated equivalent to a journal which shows opening cash balance, items adding to the balance in detail, items decreasing the balance in detail, etc.	6 years after close of fiscal year in which created	Finance Department
R.090	Driver's License Application and identification Card Applications (Form MVD-10229): These applications submitted for obtaining a New Mexico Driver's License or Identification (I.D.) Card. Numerical. Shows: applicant's name and address, date issued, number, expiration date, class, date of birth, sex, color of eyes, height, weight, social security number, vision exam, written & road tests, Commercial Driver's License (CDL) knowledge test scores, CDL skills test scores, applicant's questionnaire, organ donation statement, assumption of liability for applicant under age, name change, applicant certification, and Motor Vehicle Division (MVD) or authorized agent verification signature.	3 years from date of issuance	Financial Services

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	This record is created in quadruplicate. A. MVD Division [12-16-82, 8-1-94]		
R.091	Employee Maintenance File: May include status change requests, direct deposit requests.	5 years after termination of employee	Finance Department
R.092	Employee Year-to-Date Information: bi-weekly printout showing year-to-date totals by employee includes gross pay and deductions, etc.	(1) Finance department copy: 3 years after close of fiscal year in which created (2) Other department copy: until audit report released	Finance Department
R.093	EMS Billing: Records concerning EMS services provided. Includes patient invoice and record of payment.	6 years after close of fiscal year in which created	Finance Department
R.094	EMS Insurance: Records concerning denial of insurance and signature authorization letter.	1 year after data entry	Finance Department
R.095	Encumbrance Documents: standard form for encumbering expenses. Shows line item, amount, encumbrance number, etc.	(1) Finance department copy: 3 years after close of fiscal year in which created (2) Other department copy: until audit report released	Finance Department
R.096	Facility Use Agreements: agreement to use municipal facility. File may contain request, approval, schedule, copy of organizational bylaws, etc.	6 years after termination of agreement	Finance Department
R.097	Grants and Revenue Contracts: Records concerning contracts and grants received	6 years after termination of grant	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	by an agent. Records include but are not limited to Block of contract or Grants, Negotiated Grants, Federal Department/division Grants, CDBG, etc. NOTE: Where there is required reporting of expenditures to a federal department/division, retain records for six years after termination of grant/contract or retain records for five years after submission of final expenditure report, whichever is longer.		
R.098	HUD Reporting File: copies of reports required by and submitted to HUD. Report may include accounts reconciliation, budget, statistical, assessment, evaluation, etc.	6 years after close of fiscal year in which created	Finance Department
R.099	Insurance Appraisal And/or Survey File: Records concerning insurance appraisal and/or surveys.	6 years after appraisal or survey.	Finance Department
R.100	Insurance Policy File: Records concerning insurance coverage of City property (buildings and contents, equipment, automobiles, etc.) A. Insurance policy B. City Attorney - Claim files	A. 10 years after expiration of policy provided no claims/suits pending B. 3 years after case closed	Finance Department
R.101	Internal Audit File: internal audits of department/division programs, operations, and of external contractors	5 years after close of fiscal year audited	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	and grantees. File may contain audit plan, entrance or exit conference documentation, procedure questionnaires, correspondence, memoranda, supporting documentation, and final audit report. This record series does not include department/division's external audit report.		
R.102	Inventory Of Fixed Assets: Records concerning the holding of furniture and equipment. Record shows item description, item location, identification number, date of acquisition, original cost, etc.	6 years after close of fiscal year in which created	Finance Department
R.103	Joint Powers Agreements: Written contractual agreement entered between two or more public agencies subject to any constitutional or legislative restrictions imposed upon any of the contracting public agencies. (Joint Powers Agreement Act, 11-1-1 to 11-1-7 NMSA 1978) A. Purchasing Division	A. 10 years after termination of agreement	Finance Department
R.104	Journals: Department machine or hand posted books of original entry.	6 years after close of fiscal year in which created	Finance Department
R.105	Ledgers, General: Department machine or hand posted books of final entry	6 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.106	Liability Certificates of Coverage File: records concerning insurance coverage of department/division liability.	(1) Certificate (policy): 10 years after expiration of policy, provided no claims or suits pending (2) Claim files: 3 years after case closed	Finance Department
R.107	Miscellaneous Deduction Records: Can include but are not limited to records relative to Credit Union, Savings Bonds, Prepaid Legal Services, United Way, garnishment, etc.	3 years after final deduction	Finance Department
R.108	Municipal Bond Schedule: Shows bond issue number, date issued, amount of issue, date of maturity, and date paid.	10 years after maturity date	Finance Department
R.109	Operating Budget: Printed copy of annual budget showing projected receipts and expenditures.	Retention: 3 years after close of fiscal year in which created	Finance Department
R.110	Overtime File: Records of overtime by department personnel	1 year after overtime accrual date	Finance Department
R.111	Payment Voucher Files: records documenting completed transactions authorizing payment for services rendered, purchase of supplies or equipment, travel advance or reimbursement of work-related expenses incurred by an employee or public officer. Files may include supporting documentation such as copy of vouchers,	Retention: 6 years from close of fiscal year in which voucher created or in which audit is completed	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	invoices, purchase documents, expense reimbursement forms, travel reimbursement forms, receipts, travel advance forms, etc.		
R.112	Payroll Register: documents wages paid to employees for services rendered. Information includes name of employee, social security number, date of check, hourly or salaried amount, overtime, number of hours worked, deductions, etc.	(1) Finance/payroll department (year-end payroll register): 6 years after date created (2) Finance/payroll department (weekly, bi-weekly or monthly copies of payroll register): until audit report released (3) Other department copies: until audit report released	Finance Department
R.113	Payroll Sign-out Sheets: Record includes department name, signature of person receiving payroll, date, number and description of payroll received.	1 year after close of calendar year for which created	Finance Department
R.114	Payroll Warrant Register: registers summarizing the information on payroll warrants (checks) issued. Information includes employee name, social security number, amount of warrant (check), state and federal income tax deductions, other deductions, year-to-date totals per pay period, etc.	Retention: 6 years after close of fiscal year in which created	Finance Department
R.115	Petty Cash Fund Files: Records concerning the use of petty cash monies.	Until Audit Report released	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	File may include petty cash request, petty cash vouchers, petty cash canceled checks, petty cash bank statements, receipts, cash reconciliation, etc.		
R.116	Purchase Orders: Purchase orders for goods and services paid for, or for goods and services yet to be delivered. Information includes vendor number, project number, date of purchase order, department, vendor name and address, shipping instruction, quantity ordered, general ledger account number, unit price, extended price, purchasing agent authorization, and notations regarding any shortage in shipment. A. Purchasing Division Copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 year after close of fiscal year in which created	Finance Department
R.117	Purchase Requisition: Requests from the various offices/departments, which describe goods or services to be ordered. A. Purchasing Division Copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 year after close of fiscal year in which created	Finance Department
R.118	Quarterly DFA Report: A quarterly report on money collected or received during the preceding month by the Municipal Treasurer.	3 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.119	Reconciliation of Cash Transactions: record which reconciles the cash balance per the finance department accounting with the cash balance per the treasurer's accounting and provides a detailed listing of all outstanding items.	(1) Finance department copy: 6 years after close of fiscal year in which created (2) Treasurer's copy: 3 years after close of fiscal year in which created (3) Other department copy: 3 years after close of fiscal year in which created	Finance Department
R.120	Requests for Proposals: record of requests for proposal solicited by department/division. Information includes description, evaluation of proposal, evaluation criteria, overview, audit objectives, scope of work, compensation, bid format, additional conditions, etc. Request for proposal may also be filed in various contract or project files.	3 years after close of fiscal year in which bid is awarded	Finance Department
R.121	Revenue Status Report, Monthly: Report generated by Finance Department. Information includes revenue estimate, actual revenue year-to-date, unrealized revenue, current month revenues, etc.	3 years after close of fiscal year in which created	Finance Department
R.122	Signature Authorizations: Record authorizing person to sign fiscal documents, personnel documents, etc. A. Purchasing Division	1 year after close of fiscal year in which no longer authorized	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.123	Surplus Property File: Records concerning surplus property and its disposition. File may contain inventories, records of disposal, accounting information, related documentation, correspondence, memoranda, etc.	1 year after disposition of property or when all audits are released whichever is longer	Finance Department
R.124	Telephone Billings File: reference copies of monthly office telephone bills.	Until audit report released	Finance Department
R.125	Telephone Logs: listing of telephone calls made by department/division personnel for a particular time. Logs may reflect date, time, caller, recipient of call, nature of business discussed, etc.	3 years after close of fiscal year in which created	Finance Department
R.126	Time Sheets: verification of the number of hours worked by employee. Information includes employee's name, employee number, hourly wage, days and hours worked, department head approval, etc.	(1) Finance department copy: 3 years after close of fiscal year in which created (2) Other department copy: until proved to payroll register	Finance Department
R.127	Title Insurance Policy: records concerning the insurance coverage of titles of department/division owned property	(1) Policy: until property sold or disposed of, provided no claims or suits pending (2) Claim files: 3 years after case closed	Finance Department
R.128	Trip Ticket File: records concerning in-state and out-of-state travel requests.	(1) Finance department copy: 6 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		(2) Other department copy: 3 years after close of fiscal year in which created	
R.129	Vendor/Bid Files: Files/listings of vendors with whom Department is currently conducting business.	Until superseded or until information is obsolete	Finance Department
R.130	Vouchers (Journal): Standard form used to correct (adjust) journal entries. Shows date, account, department, activity, line codes, reference numbers, amounts, etc. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created (1) Finance department copy: 6 years after close of fiscal year in which created (2) Other department copy: 3 years after close of fiscal year in which created	Finance Department
R.131	Vouchers (Payment Vouchers): standard form used to authorize payment or reimbursement of expenses other than payroll. Information includes vendor name and address, vendor code, department/division fund, quantities, description of goods/services, unit costs, total cost, authorizing signature, etc. Vouchers may be filed in payment voucher file, 1.15.5.310 NMAC.	(1) Finance department copy: 6 years after close of fiscal year in which created (2) Other department copy: 3 years after close of fiscal year in which created	Finance Department

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.132	Vouchers (Payroll) Standard form used to authorize payment (release of funds) for payroll.	(1) Finance department copy: 6 years after close of fiscal year in which created (2) Other department copy: 3 years after close of fiscal year in which created	Finance Department
R.133	W-2 Reports: Employer's copy of employees' total earnings and withholdings for the calendar year reported to the Internal Revenue Service. Information includes employer's name and address, employee's social security number, federal income tax withheld, FICA taxes wit	5 years after close of calendar year for which created	Finance Department
R.134	Warrants (Payroll): canceled or voided warrants (checks) issued for payment of goods and/or services. Information includes date, warrant number, to whom paid, amount, signature of finance officer, etc.	(1) Canceled warrants: 6 years after close of fiscal year in which created (2) Voided warrants: until audit report released	Finance Department
R.135	Warrants: Canceled or voided warrants issued for payment of goods and/or services. Information include date, warrant number, to whom paid, amount, signature of finance officer, etc.	(1) Canceled warrants: 6 years after close of fiscal year in which created (2) Voided warrants: until audit report released	Finance Department

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.136	**Alarm Report: Report made at every fire-by-fire officer. Can include arson investigation reports.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Fire Department**
R.137	**Breathing Apparatus Records: Includes air charging system records**	**Until equipment disposed of**	**Fire Department**
R.138	**Building Emergency Evacuation File: Records concerning the safe and orderly evacuation of a building. Records include evacuation plan, list of designated fire captains/coordination leaders, training information, etc.**	**Until superseded by new plan**	**Fire Department**
R.139	**Building Inspection Files (Fire and Rescue): Records concerning periodic fire inspection of schools, hotels, motels, hospitals, business or commercial buildings, and public buildings. File may contain inspections, findings, conclusions, etc.**	**3 years after inspection date (UFC 103.3.4)**	**Fire Department**
R.140	**Building Layout Files: Records concerning public and commercial building layouts that show or identify fire hazards and hazardous materials in responding to fire calls. Files may contain building blueprint or plan, fire prevention features, hazardous materials list, etc.**	**Until superseded by new business or public use of building or building razed**	**Fire Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.141	**Disaster Recovery File: Description: records concerning the preparation of a disaster plan and the organization of salvage procedures for the department/division. Records include the disaster recovery plan, salvage procedures, information on training in disaster recovery techniques, etc. A copy of this file should be maintained off-site. In the event of a disaster, all copies of this file shall be retained until any or all investigations have been concluded.**	**Until superseded by new plan**	**Emergency Management Department**
R.142	**Emergency Equipment Checklist: record of periodic (daily) inspections of emergency equipment (e.g., SCBA self-contained breathing apparatus, first aid supply inventory, vehicle readiness, etc.). List may show equipment operational status, medical supply quantities, shift time, date, etc.**	**1 year after close of calendar year in which created C**	**Fire Department**
R.143	**Emergency Management Basic Plan: Includes emergency and civil defense plans for the survival of personnel and vital materials during an enemy or terrorist attack, natural or technological disaster, or civil unrest**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Emergency Management Department**

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.144	**Emergency Medical Services Files (EMS): records concerning medical diagnosis or treatment and billing by responding EMS paramedics. Medical records may include medical service report, monitoring equipment readouts, etc. Billing record may include copy of billing statement submitted to Medicare, Medicaid, insurance carrier, and/or patient, etc.**	**(1) Medical record: 10 years after date created** **(2) Billing record: 6 years after close of fiscal year in which final payment received or 6 years after close of fiscal year in which file closed**	**Fire Department**
R.145	**Fire Drill Report: report documenting fire drills conducted by the department for schools, businesses, etc. Report may include school (or business) name, date of fire drill, name of person conducting drill, findings, recommendations, comments, etc.**	**6 months after close of calendar year in which created**	**Fire Department**
R.146	**Fire Hydrant Maintenance: Annual inspection of hydrants, including notation of problems and correction of problems.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Fire Department**
R.147	**Fire Investigation Case Files: records concerning investigations conducted by fire department to determine cause of fire. Files may contain photos, investigation notes, final report, etc.**	**5 years after date investigation closed**	**Fire Department**
R.148	**Hazardous Waste Inspections and Violations Records**	**Permanent**	**Fire Department**

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		*Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	
R.149	**Inspections: Periodic fire inspections for schools, hotels, hospitals, businesses, and public buildings.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Fire Department**
R.150	**Logbook (Record of Calls) Show runs made, calls answered, location of fire, unusual occurrences, shift changes, duty roster, visitors to the station, etc.**	**5 years**	**Fire Department**
R.151	**Mobile Equipment Maintenance Record**	**Until vehicle disposed of**	**Fire Department** **Police Department**
R.152	**Prefile Plans: Show location, ownership, occupancy, construction, and fire prevention features.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Fire Department**
R.153	**Accounts Payable Files: Records concerning the purchase and payment of goods/services. Files may include purchase documents, travel requests, copy of invoice, correspondence, memoranda, etc. A. Finance Department copy B. Department copy**	**A. 6 years from date audit report released** **B. 3 years after close of fiscal year in which created**	**Finance Department**
R.154	**Accounts Receivable Files: Includes city invoices to various vendors**	**6 years from date audit report released**	**Finance Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.155	Administrative Files (Director/Division Levels): Records documenting actions of a department director. Files may include memoranda and reports concerning Department policy, organizational and program development records, and non-routine fiscal data, and personnel information. These records reflect administration of policy, coordination of Department functions, and management of program activity.	5 years	General Government
R.156	Administrative Policies: Prescribed standards which are specific to the function and purpose for which the Department or institution was created and exists.	Until superseded by new policy	General Government
R.157	Administrative Reference Files (Non-executive levels): Routine office management files retained below the department/division director, deputy director, and division director levels. Included are convenient copies of memoranda, reports, printed matter, and other reference materials. Topics include such subjects as: job activities, program material, general office information, professional associations, charitable	Retention: until no longer needed for reference	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	affairs, parking for staff, disaster preparedness, and other related topics.		
R.158	Agendas and Packets for Boards and Commissions	5 years after close of fiscal year in which created.	City Clerk
R.159	Bond Files: By department; contains certificate(s) of surety bond coverage for any company or persons acting on behalf of or in service of municipality.	10 years after expiration of bond	Finance Department
R.160	Budget - Work Papers: Department submission to Administration of work papers used in preparing the Operating Budget. A. Finance Department copy B. Department copy	A. 3 years after the close of fiscal year in which created B. Until no longer needed for reference	Finance Department
R.161	Building and Grounds Maintenance Records: Includes daily checklists, work schedules, work orders, maintenance schedules, personnel schedules, vehicle check lists, daily work reports and logs, herbicide/fertilizer schedules, safety data sheets, etc.	4 years after close of fiscal year in which created	Public Works Department
R.162	Calendar Of Events File: Reference copies of Department calendars of events	Until superseded	Community Engagement
R.163	CIP Files (Capital Improvement Plan) Records concerning the use of capital funds. Records document the progress and completion of capital projects (i.e., construction, redesigning, renovation,	A. 10 years after completion of project B. Until infrastructure no longer exists	Public Works Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	remodeling of municipal structures, streets, utility lines, etc.). Files may contain bid/quote documentation, contracts, payroll documentation, expenditure reports, blueprints, architectural drawings, soil tests/analysis, engineering specification, payment documentation, etc. A. As applicable: Fiscal/contractual documents (i.e., bids, quotes, agreements, contracts, etc.). B. Public Works or Utilities Department, as applicable: Technical documents (i.e., blueprints, architectural drawings, soil tests/analysis, engineering specification, etc.). C. All other documents	C. 2 years after close of fiscal year in which project completed	
R.164	Committee Files: Records concerning committees that do not meet the definition of a public body, as defined by the Open Meetings Act (10-15-1B, NMSA 1978), with which the Department deals. (These committees do not formulate public policy or discuss public business or take any action which the committee has authority to take.) Files may contain minutes of meetings, reports,	5 years after close of fiscal year in which created	City Clerk

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	notifications, correspondence, memoranda, related documentation, etc.		
R.165	**Complaint Files: Records concerning customer complaints. File may include evaluations by staff, patrons' complaints, final decision documentation, etc.**	**5 years after date of last entry**	**Community Engagement**
R.166	**Conferences/workshops Attended File: Records of conferences/workshops attended by office/departmental personnel. File may contain agendas, programs, handouts, correspondence, memoranda, related documentation, etc.**	**Until no longer needed for reference**	**General Government**
R.167	**Conferences/workshops Conducted File: Records of conferences/workshops conducted by office/departmental personnel. File may contain agendas, programs, handouts, reports, training materials, critiques, questionnaires, correspondence, memoranda, related documentation, etc.**	**Until no longer needed for reference**	**General Government**
R.168	**Construction Plans: Original or photographic reproduction of architectural plans or technical drawings. May show streets, developments, subdivisions, traffic, utility services, and sectors. NOTE: Access to documentation**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**General Government**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	of restricted/security areas shall be limited to authorized personnel only.		
R.169	Correspondence Files (Elected/Executive Level): Correspondence is related to the administration of a department or division. Communications concerning coordination of programs, Department policy, and responsibilities of a non-routing nature that impact on the Department or its divisions. NOTE: This record group includes the correspondence files of all elected and appointed officials.	2 years after close of fiscal year in which created	General Government
R.170	Correspondence Files (Staff Level): Routine correspondence created or retained below the level of Department director and division levels. Letters and memoranda reflect communication regarding program procedures, general work activities, and responses to information requests.	1 year after close of fiscal year in which created	General Government
R.171	Custodian of Record File: Records documenting the inspection of public records. File may include procedures, custodian of record appointment, requests to review/copy documents, copies of denial to review/copy	A. Until superseded B. 40 months after date of request closure.	City Attorney

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	documents, copies of memoranda extending time to respond to request, copies of memoranda stating that this Department is not responsible for maintaining record requested and is forwarding request to appropriate custodian, copies of material responsive-whether provided or exempt, etc. A. Procedures and custodian of record appointments B. Records of requests filled		
R.172	Day Planners and Schedules of Daily Activities: Records used to keep track of work related events and commitments of Department staff members. Record includes daily appointment books, calendars, and other records indicating dates for meeting and work activities.	Until no longer needed for reference.	General Government
R.173	Department Reports	Until superseded	General Government
R.174	Deposit Slips: Receipt verifying the amount deposited into bank account or deposited with Finance Department A. Bank deposit slips B. Finance Department deposit slips	A. 3 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created	General Government
R.175	Equipment and Supplies File: Records concerning supplies and equipment, including software. File may contain	A. 6 years after termination of warranty B. Until disposition of equipment	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	accounting records, operating manuals, warranties, inventories, related documentation, correspondence, memoranda, etc. A. Warranties B. Equipment records, including operating manuals C. Supply records	C. Until audit report released	
R.176	Feasibility Studies: Studies requested/conducted prior to the acquisition, installation, implementation, and or purchase of new technologies, equipment, properties, projects, etc.	5 years after completion or cancellation of study.	General Government
R.177	Finding Aids (Indexes): Indexes, lists, registers, and other finding aids used to provide access to records.	Until superseded or until related records are destroyed.	General Government
R.178	Herbicide and Pesticide File: Records concerning the use and storage of herbicides and pesticides on City property and right of ways. File may contain storage documentation, application documentation, applicator certification information, herbicide inventory, pesticide inventory, etc.	2 years after date created	General Government
R.179	Incident File: Records concerning unusual occurrences such as injuries to members of the public.	5 years from the end of calendar year in which created	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.180	Insurance Appraisal or Services Files: records concerning insurance appraisal or surveys	Six years after appraisal or survey.	General Government
R.181	Insurance Claims: 1. Records of amounts recovered from insurance companies in connection with losses and of claims against insurance companies, including reports of losses and supporting papers 2. Inspectors' Report and Records of Condition of Property 3.A. Records in connection with claims presented against the company in connection with accidents resulting in damage to the property of others or personal injuries 3.B. Papers, reports, statements of witnesses, etc. necessary to the support or rejection of individual claims against the company	1. 6 years 2. When superseded and outstanding conditions met 3.A. 3 years after settlement 3.B. 3 years after settlement	General Government
R.182	Invoices (City): Copies of invoices issued by various offices/departments supplying goods and or services. Information includes vendor name and address, date of purchase, purchase order number, invoice number, items or services purchased, amounts, total, etc. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created.	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.183	Invoices (Vendor): Invoices submitted by various vendors supplying goods and or services. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 year after close of fiscal year in which created	General Government
R.184	Leave Records: Can include but are not limited to application for leave, leave balance sheets, etc.	Until audit report released for year in which record created	General Government
R.185	Lists/directories: Includes mailing lists, telephone directories and rosters compiled by the department.	Until superseded	General Government
R.186	Maintenance Service File: Records concerning maintenance services conducted for office/department. Files may include work orders, maintenance reports, related documentation, correspondence, memoranda, service agreements, etc. A. Service Agreements filed with contract manager B. All other records	A. 6 years after termination of agreement B. 3 years after date of last entry	General Government
R.187	Manuals of Procedures: Manuals of procedure prepared and published by state agencies for the guidance of public officers and employees engaged in operations required for the efficient operation of state and local government, including but not limited to acquiring space, budgeting, accounting,	A. Until superseded by new manual of procedure	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	purchasing, contracting, vouchering, printing, appointment and dismissal of employees, record maintenance, etc. A. Department copy		
R.188	Material Safety Data Sheets: records concerning safety information on chemical products used by the staff. Material safety data sheet may contain information on chemical ingredients, hazards identification, first-aid measures, firefighting measures, accidental release measures, handling and storage, exposure controls or personal protection, department/division name or vendor name, physical and chemical properties, toxicological information, etc.	Retention: 30 years after discontinuance of substance per 29 CFR 1910.1020(d) (1) (ii)(B)	General Government
R.189	Motion Pictures of Video Recordings	(1) Documentary or training films produced or funded by department/division: while policy is in effect, then transfer to archives for 1 year (2) Films acquired from outside sources for personnel and management training: while personnel or management policy is in effect (3) Routine surveillance	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
		footage or recordings: 30 days after date created (4) Footage or recordings that document routing meetings: 30 days after date created	
R.190	Newspaper Releases: Includes news/press releases issued by the City	4 years after close of fiscal year in which created	General Government
R.191	Non-record Materials: The following specific types of materials are defined as A non-record and may be disposed of at the discretion of the Department when they are of no more value/use to the Department. A. Extra copies of correspondence and other documents preserved only for convenience of reference. B. Blank forms, books, etc., which are outdated. C. Materials neither made nor received in pursuance of statutory requirement nor in connection with the functional responsibility of the city. D. Preliminary drafts of letters, reports, and memoranda which do not represent significant basic steps in preparation of recorded documents. E. Notes, audio and video recordings which have been transcribed, except where noted on City retention schedule. F.	None	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	Routing and other interdepartmental forms which do not add any significant material to the activity concerned. G. Stocks of publication and processed documents preserved for supply purposes only. H. Form and guide letters, sample letters, form paragraphs. NOTE: All other materials either related or received in pursuance of statutory requirements or in connection with the transaction of public business which belong to the office concerned are government property and not personal property of the officer or employees concerned. Therefore, any material not included in the above definition cannot be destroyed, given or taken away, or sold without complying with all the statutory requirements specifically relating to said records.		
R.192	**Operator Training Records: Includes all records on training conducted to maintain state certified operators.**	**2 years after employment separation**	**General Government**
R.193	**Payment Invoice Files: records concerning the purchase and payment of goods/services provided by the department/division. File may include**	**(1) Finance department copy: 6 years after close of fiscal year in which created**	**General Government**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	buyer's purchase documents, copy of department/division's invoice, correspondence, memoranda, etc.	(2) Other department copy: 3 years after close of fiscal year in which created	
R.194	Payment Requests: Standard form used to authorize payment or reimbursement of expenses other than payroll. A. Finance Department copy B. Department copy	A. 6 years after close of fiscal year in which created B. 3 years after close of fiscal year in which created	General Government
R.195	Petition Files: records concerning requests on a variety of issues (e.g., special election, ordinance change, traffic light installation, speed bump installation, etc.).	(1) Petitions that initiate an election: Filed in election files (2) All other petitions: 1 year after close of fiscal year in which received	General Government
R.196	Photographs: Photographic proof and negatives of Department activities. Photographs may include identification according to time, place, and Department activity	Until no longer needed for reference	General Government
R.197	Policies and Procedures File: Reference copies of current policies and procedures of government and non-government entities with which the Department deals	Until superseded or obsolete	General Government
R.198	Project Control File: Memoranda, reports and other records documenting assignments, progress, and completion of projects. NOTE: Record series does not include construction project files.	1 year after close of fiscal year in which project completed/canceled	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.199	Quarterly & Annual Reports: Includes state required quarterly and annual reports for various City activities	5 years after close of fiscal year in which created	General Government
R.200	Receipts: Department documents that record the receipt of any form of payment to the Department.	3 years after close of fiscal year in which created	General Government
R.201	Reference Files (Staff Level): Routine office management files retained below the Department director and division levels. Included are convenient copies of memoranda, reports and other reference materials. Topics include such subjects as: job activities, program material, general office information, professional associations, charitable affairs, disaster preparedness, and other related topics.	Until no longer needed for reference	General Government
R.202	Report Of Injuries	4 years after end of calendar year in which submitted	General Government
R.203	Schedules of Daily Activities: records used to keep track of work-related events and commitments of department/division staff members. Record includes daily appointment books, calendars, and other records indicating dates for meeting and work activities	Until no longer needed for reference but no longer than 1 year after close of calendar year in which created	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.204	Special Event Registration Records: Registration forms, vendor registration forms, release of liability forms to participate in special events.	1 year after expiration	Planning and Land Use Department
R.205	Subject Files: Correspondence, memoranda, publications, reports and other information received by Department and filed by subject.	Until superseded or until information no longer needed for reference	General Government
R.206	Supplies and Equipment File: Records concerning supplies and equipment, including software. File may contain accounting records, operating manuals, warranties, inventories, related documentation, correspondence, memoranda, etc. A. Warranties B. Equipment records, including operating manuals C. Supply records	A. 6 years after termination of warranty B. Until disposition of equipment C. Until audit report released	General Government
R.207	Surveys/Maps: Surveys/maps developed by a department to carry out its mission and function. Information concerns roads, property lines, corners, monuments, road marker placements, structures, sites, and other related data.	Until no longer needed for reference	General Government
R.208	Visitor Control Files: registers or logs used to record names of outside contractors, service personnel, visitors, employees admitted to areas.	Retention: 1 year after date created	General Government

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.209	Accident Report File: reports of accidents involving department/division personnel.	(1) Files resulting in no action/claim/litigation: 2 years after date of accident (2) Files resulting in action/claim/litigation: until incorporated into workers' compensation file	Risk & Safety
R.210	Affirmative Action and Equal Opportunity Files: Records concerning department/division's affirmative action/equal opportunity program. File may include regulations and guidelines, policies, reports, studies, correspondence, and related records.	(1) Regulations, policies, guidelines, reference materials: until obsolete or superseded, then transfer to archives for appraisal and final disposal (2) Grievance or complaint files: 1 year after date case closed (3) Compliance reviews: after 5 years (4) Remaining records: 2 years after date created Confidentiality: NMSA 1978, Section 10-15-1 .	Human Resources Department
R.211	Department/division organizational Charts: Records that reflect the organizational structure of the department/division and its divisions. Information includes a diagram, which shows a systematic and symbolic arrangement of an department/division's divisions and program areas by name and function.	1) Executive copy (department/division director, deputy director, and division director): until superseded and until no longer needed for reference, then transfer to archives (2) non-executive copies: until superseded by new organizational char	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.212	Alcohol and Drug Abuse Program File: Records concerning the administration of the department/division's alcohol and drug abuse program	Retention: 3 years after close of fiscal year in which created	Risk & Safety
R.213	Applications for Employment - Rejected	3 years after rejection	Human Resources Department
R.214	Applications for Employment File: Applications for employment within an office or department. File may contain application, resume, letters of reference or recommendation, correspondence, memoranda, related documentation, etc.	(1) Applications and records for individuals hired: transfer to personnel office when individual accepts position (2) Applications and records for individuals not hired: transfer to personnel office when position is filled (3) Unsolicited applications: transfer to personnel office when received	
R.215	Background Investigation Records: Can include but are not limited to application, authorization, investigation, final report, etc. A. Hired employees B. Individuals not hired	A. 3 years after employee terminated or retired B. 3 years after investigation	Human Resources Department
R.216	Classification Study Files: special studies for proposed classifications; can include but are not limited to job description, task statements, methodology, description of study, salary surveys, relative correspondence, etc.	(1) other department: 3 years after created (2) Human Resources Department: 10 years after study is superseded	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.217	Collective Bargaining Files: records concerning transactions with labor organizations representing employees in collective bargaining. Files may contain copy of certification of labor organization as the exclusive representative of employees, mediation documentation and recommendations, agreements, grievances and resolutions D certification correspondence memoranda etc.	(1) Agreements: 6 years after termination of agreement (2) Grievances and resolutions: 3 years after date of resolution (3) All other documentation: until no longer needed for reference	1. City Clerks 2. Relevant Dept. 3. Human Resources Department
R.218	Control Logs include logs for controlling each step of personnel actions from initiation through completion of action	Until all actions are completed	Human Resources Department
R.219	Education and Training Files: can contain but are not limited to material relative to education of training, test booklets, answer sheets, lists of attending employees, course brochures, synopsis, copies of contracts, relative correspondence, etc.	Retention: 3 years after course conducted	Human Resources Department
R.220	Employee Eligibility Verification, (FORM I-9) Files: records documenting the employer's determination, verification and re-verification of eligibility that an employee is authorized to work in the United States. File may include form I-9 (i.e., employee name, address, date of	Retention: 3 years from date of hire or 1 year from date of separation of employment, whichever is later (8 CFR 274A.2) Confidentiality: Portions of this record may be confidential pursuant, but not limited to, 5 USC,	Human Resources Department

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City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	birth, social security number, attestation of citizenship, etc.), copy of social security card, copy of employment authorization with photo, copy of driver's license, copy of birth certificate, copy of U.S. citizenship identification card, etc.	Section 552a (i.e., social security number).	
R.221	Employee Listing: May list name, number, position, location, hire date, salary, etc.	Until new listing is issued	Human Resources Department
R.222	Employee Number Logs: Can show number, name, date hired, etc.	Until purpose is served	Human Resources Department
R.223	Equal Employment Opportunity and Affirmative Action Plans: required annual by state and federal law, these are department assessments of internal employment practices with specific policies and procedures designed to eliminate the effects of institutional discrimination.	3 years after issued	Human Resources Department
R.224	Grievance and Complaint Files: can contain but are not limited to complaint and grievance, correspondence, summary of hearing, exhibits, committee, decisions, transcripts, resolutions, depositions, etc.	Destroy 3 years from date of separation from employment	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.225	**Group Insurance Policy Files: records concerning insurance coverage of department/division employees (health, life, accident, and long-term disability).**	**(1) Group insurance policy: 10 years after expiration of policy, provided no claims or suits pending** **(2) Individual employee policy holders' records (waiver and enrollment forms applicable to group insurance in effect): 3 years after employee terminated or retired, or 3 years after termination of effective period** **(3) Claim file: until informational value ends Confidentiality: claim files containing health information are confidential. (14-6-1 NMSA 1978)**	**Human Resources Department**
R.226	**Human Resources Memoranda: Personnel office memorandums**	**(1) other department: until rescinded** **(2) personnel office: Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Human Resources Department**
R.227	**Insurance Records: deduction authorization, request for change, waiver and copies of claims, correspondence, etc.**	**(1) deduction authorization, request for change, waiver: 3 years after employee terminated or retired or 3 years after termination of agreement** **(2) copies of claims, correspondence, etc.: until purpose is served**	**Human Resources Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.228	Job Description Questionnaire: shows department, position, number, current and proposed classification, name of incumbent and supervisor, personnel department signature, description of work performed, etc.	(1) other department: until new listing is issued (2) personnel department: 10 years after replaced	Human Resources Department
R.229	Job Description: Shows job title, definition, supervision and guidelines, examples of work performed, distinguishing characteristics, minimum qualifications, working conditions.	Once new description is issued	Human Resources Department
R.230	Job Postings: Can show position title, range, salary, location, supervisor, qualifications, deadline, etc.	Until position is filled	Human Resources Department
R.231	Job Specification: shows job title, definition, supervision and guidelines, examples of work performed, distinguishing characteristics, minimum qualifications, working conditions	(1) other department: once new specification is issued (2) Human Resources department: 10 years after job specification is replaced	Human Resources Department
R.232	List Of Approved Class Specifications (Classification and Compensation Plan): Shows specification number, range, abbreviated title, full title. A. Other department B. Human Resource Office	A. Until new list is issued B. 3 years after superseded	Human Resources Department
R.233	Notice of Accident - Employee A. Human Resources-original B. Department copy	A. 1 year after case is closed B. 90 days after report is filed	Risk & Safety

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.234	Notice of Changes of Class Specification: shows manifest number, effective date, present class title and specification number, nature of action, etc.	(1) other department: until new list is issued (2) personnel office: 10 years after replaced	Human Resources Department
R.235	Personnel Evaluations: Employee personnel evaluations	Retention: 3 years after issued	Human Resources Department
R.236	Personnel Files: Can include but are not limited to personnel action requests. Salary adjustment notices. Employee payroll information sheets, performance evaluations, correspondence (includes disciplinary actions, commendations, recommendation, etc.). General (includes applications, job descriptions, test grades, certificates, resumes, transcripts, disclaimers, etc.) A. Human Resource Department B. Other Department Copies	A. 55 years after employee terminated or retired B. 3 years after employee retired or terminated	Human Resources Department Relevant Department
R.237	Promotional and Transfer Opportunity Notices (Internal): can show position title, range, salary, location, supervisor, qualifications, deadline, etc.	3 years after issued	Human Resources Department Relevant Department
R.238	Rejected Applications: Rejected job applications	3 years after rejected	Human Resources Department
R.239	Retirement Records: can include but are not limited to application, certification, changes, refunds, financial ledger, correspondence, etc.	Personnel department copy: 3 years after employee terminated or rehired	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.240	Search Committee Files: records concerning activities of specially formed search committees charged with recruiting new or replacement department/division personnel. File may include resumes, applications, correspondence, related records, memoranda, etc.	(1) Applications and records for individuals hired: transfer to personnel office when individual accepts position (2) Applications and records for individuals not hired: transfer to personnel office when position is filled (3) Unsolicited applications: transfer to personnel office when received	Human Resources Department
R.241	Status Change Request: May include rate changes, hires, transfers, promotions, terminations, and employee address update. A. Data Processing B. Other department C. Human Resource Office	A. 5 years after the close of fiscal year in which created B. 3 years after issued. C. Part of the official record include in Personnel file	Human Resources Department
R.242	Surety Bond Files: records concerning surety bond coverage of department/division employees and persons acting on behalf of or in service to the department/division in any official capacity.	(1) Certificate (policy): 10 years after expiration of policy, provided no claims or suits pending. (2) Claim files: 3 years after case closed	Risk & Safety
R.243	Training Course Reports: Mandatory and voluntary training courses taken by employees.	3 Years after course is completed	Human Resources Department
R.244	Unemployment Compensation Claims - Quarterly Printout: Report compiled from records maintained by Employment	2 years after close of fiscal year in which created	Human Resources Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	Security Department; show name and social security number of claimant, eligibility, paid benefits, etc.		
R.245	Worker's Compensation Claim Files: May contain copies of investigation reports medical and documentation reports, copies of medical bill submitted by claimant, record of paid benefits, etc. NOTE: Claim files containing health information are confidential. (14-6-1, NMSA 1978)	3 years after end of calendar year in which created (1) Paper: until entered and verified into system (2) Data: 3 years after no longer employed with the department/division. Confidentiality: portions of record may contain confidential information per 20 CFR 401.	Risk & Safety
R.246	Computer System Access Request: hardcopy input document used to request or modify a user's systems access. Record may contain username, user number, request date, organization or unit identifier code, position title, justification, written approval, user social security number, requested login identity, system name, domain name, group name, restrictions, etc.	(1) Approved systems: 1 year after discontinuance of system, provided all magnetic data files are authorized for disposal or transferred to new or alternate system (2) Disapproved proposed systems: 1 year after date of final action	Information Technology and Telecommunications Department
R.247	Documentation Tape Files: data processing tapes providing documentation for operation systems. Tapes include data systems	5 years from date of final report Confidentiality: Portions of this record may contain confidential information pursuant, but not	Information Technology and Telecommunications Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	specifications, systems test documentation, file specifications, user guides, output specifications, reports, and information retrieval data. Proprietary software is confidential (copyright, protection of rights, 17 USC, section 102,106, and 117). System test documentation for approved systems may be destroyed one year after completion of testing.	limited to 44 U.S.C. sec. 3544(a)(1)(A).	
R.248	Electronic Information Security Audit Files: records documenting security audits conducted on electronic information systems. Files may include risk assessment report, business process analysis, final audit report and determinations, correspondence, etc.	2 years after system goes into production	Information Technology and Telecommunications Department
R.249	Test Files: records concerning test results for upgrades, migration or compliance. File may contain system specifications, hardware specifications, computer printouts, notes, correspondence, e-mail, electronic logs, pre and post test results, benchmark results, operating system version, application version, testing personnel name, etc.	3 years after date request completed	Information Technology and Telecommunications Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.250	**Information Technology Service Requests: records documenting requests for technical service assistance. Files may include service request form, response to request, information on the use of computer equipment for program delivery, security authorization form, etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Information Technology and Telecommunications Department**
R.251	**Accession Records: records concerning the acquisition of library monographs, films, photographs, collections, etc. Record may show accession number, author, title, publisher, date of publication, cost of acquisition, etc.**	**Until receipt of materials**	**Community Services Department**
R.252	**Acquisitions File: Materials on order but not yet added to collection**	**Until receipt of materials**	**Community Services Department**
R.253	**Borrower File: Records that authorize patrons to borrow library materials (includes interlibrary loans). May show borrower name, borrower number, expiration date, etc. NOTE: Confidentiality (18-9-4, NMSA 1978)**	**Until obsolete**	**Community Services Department**
R.254	**Borrowing/loaning Records: Records concerning the borrowing and loaning of library materials (includes interlibrary materials). NOTE: Confidentiality (18-9-4, NMSA 1978)**	**Until all borrowing/loaning transactions completed**	**Community Services Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.255	Catalog Of Holdings: Record of library holdings in manuscript, printed catalog, or continuously updated catalog forms.	Until superseded	Community Services Department
R.256	Censorship or Complaint Files: records concerning library material censorship and complaints. File may include evaluations by staff, patron's complaints, final decision documentation, etc.	5 years after date of last entry	Community Services Department
R.257	Challenges to Materials: Records concerning requests for reconsideration of library materials and library review.	10 years after date of last entry	Community Services Department
R.258	Gift Donors File: records concerning the donation of publications and manuscripts to the library. Comply with applicable provisions of legal agreement regarding confidentiality of records concerning each gift. Gift Donors File: records concerning the donation of publications and manuscripts to the library. Comply with applicable provisions of legal agreement regarding confidentiality of records concerning each gift.	5 years after date created	Community Services Department
R.259	Interlibrary Loan Records: Includes loan requests, request logs, and monthly status reports. NOTE: Confidentiality (18-9-4, NMSA 1978)	1 year from end of calendar year in which created	Community Services Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.260	Patron's Registration for Use of Special Library Materials: records concerning the use of rare, valuable, or other restricted library materials. Records may show patron name, patron address, patron signature, etc.	5 years after date materials used. Confidentiality: NMSA 1978, Section 18-9-4	Community Services Department
R.261	Requests for Reproduction of Copyrighted Works: records concerning requests for copyrighted materials. Records may contain files or logs, records of requests made for copies or phonorecords of copyrighted materials, records of the fulfillment of such requests, etc. (includes interlibrary loans).	3 years after the calendar year in which created per United States Copyright Office Circular 21, p. 19 Confidentiality: NMSA 1978, Section 18-9-4	Community Services Department
R.262	Selection Records: records documenting the selection of books and other library materials (monographs, periodicals, films, etc.).	1 year after date created	Community Services Department
R.263	Statistical Reports: Includes annual report submitted to State Library	20 years	Community Services Department
R.264	Arrest Reports (Arrest/Booking Reports): Records the arrest/booking of subject. Information includes subject name, arrest number, physical characteristics arrest date/time, arrest location, arresting officer name, charges, etc. A.	A.1. 5 years after the incident or until investigation closed, whichever is longer. A.2. 5 years after incident date or until juvenile reaches age 19, whichever is less, provided	Municipal Court

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	DPS A.1. Adult records A.2. Juvenile records B. Municipal Court	investigation closed B. 3 years after case closed Confidential: 1.19.8.804.D.2 NMAC, NMSA 1978, Section 32A-2-32	
R.265	Bond Book/CASH BOND RECORD Includes defendant name, name of person who posted the bond, amount of bond, check number and receipt number.	6 years after close of fiscal year in which created	Municipal Court
R.266	Check Register: Record of checks issued for payment of voucher. Register may show check number, vendor name, vendor code, voucher number, voucher date, vendor invoice number, fund (account) number, payment amount, check date, etc.	6 years after close of fiscal year in which created	Municipal Court
R.267	Citations - Penalty Assessment and Non-Traffic (NTC) A. Municipal Court B. Police Department copy	A. 3 years after case closed B. 6 months	Municipal Court
R.268	Court Docket Book: Shows defendant name, docket number, offense, judge, charge, citation number, officer name, disposition, etc.	3 years after case closed	Municipal Court
R.269	Court Docket: record log of civil processes served. Docket may show parties names, attorneys, type of civil process, date of entry, by whom served,	5 years after date logged	Municipal Court

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	date of service, kind of service, police department costs, etc.		
R.270	**Criminal Case File, DWI: Contains criminal docket sheet, Uniform Traffic Citation, criminal complaint, summons, Probable Cause Form, bail bond forms, Condition of Release forms, Notice of Appeal, Warrants, Failure to Appear Notices, Entry of Appearance form, Remand Order, Waiver of Counsel forms, Guilty Plea Proceeding form, transportation documentation, Judgment and Sentence forms, fidelity bond claim, court pleadings, motions, pleadings, notes, briefs, releases, investigative reports, investigator activity logs, transcripts, closing sheets, correspondence, memoranda, etc. NOTE 1: Treatment/psychological evaluations, supervision histories (i.e., probation, mandatory programs, etc.) shall be kept separately.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Municipal Court**
R.271	**Criminal Case File, Non-DWI: Contains Uniform Traffic Citation, criminal complaint, summons, Probable Cause Form, bail bond forms, Condition of Release forms, Notice of Appeal,**	**3 years after case closed**	**Municipal Court**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	Warrants, Failure to Appear Notices, Entry of Appearance form, Remand Order, Waiver of Counsel forms, No Contest forms, transportation documentation, judgment and Sentence forms, fidelity bond claim, court pleadings, motions, pleadings, notes, briefs, releases, investigative reports, investigator activity logs, transcripts, closing sheets, correspondence, memoranda, etc. NOTE 1: Treatment/psychological evaluations, supervision histories (i.e., probation, mandatory programs, etc.) shall be kept separately.		
R.272	**Master Computer Record: Shows docket number, defendant name, defendant personal data, incident location, incident date, etc. NOTE: Court shall insure that both alphabetical and numerical access to case file is produced.**	**10 years after case closed**	**Municipal Court**
R.273	**ADA Compliance Files: Records concerning the Americans with Disabilities Act. File may contain ADA plan, policies, grievance procedures, grievances, resolutions, etc.**	**(1) Plans, policies, and procedures: until superseded or 1 year after affected grievances have been resolved (2) Grievances and resolutions: 1 year after date closed**	**Municipal Court**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.274	Concession Records: Includes agreements, financial reports, approvals, inspections, etc.	6 years after close of fiscal year in which created	Municipal Court
R.275	Damage Reports: Daily reports on vandalism, replacement, repair, date of repair, etc.	5 years after date of report	Municipal Court
R.276	Park And Facility Audit Files: Includes usage reports, improvements, etc.	Until change occurs in equipment	Municipal Court
R.277	Program, Class and Report of Injury Files: A. Includes registration/acknowledgement of risk forms, accident/incident reports, medication forms, restraint forms, inclusion forms, comment/evaluation forms, usage reports, transportation records, lunch program records, attendance and participation reports, etc. B.1 Waiver of liability/Acknowledgement of risk forms/Report of Injury 1. For children under the full age of seven (7) years 2. For children over seven (7) years	A. 3 years after the close of fiscal year in which created B.1. 3 years after the close of fiscal year of child's 9th birthday B.2. 3 years after close of fiscal year in which created	Municipal Court
R.278	Recreation Program Files: records concerning the management of recreational programs (summer recreational programs, recreational leagues, swimming pool). Files may	1 year after close of fiscal year in which created	Municipal Court

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	contain activity rosters, program schedules, work schedules, etc.		
R.279	**Recreational Leagues: Includes rosters, schedules, by-laws, correspondence, season determinations, etc.**	**1 year after league dissolution**	**Municipal Court**
R.280	**Animal Control Files: Records concerning animal control. Files may include violations of animal control ordinances, carcass removal records, animal pound records, licensing documentation, lost and found reports, animal trap records, animal license (tag) copy, etc.**	**(1) Ordinance violation records: 1 year after date of incident (2) Carcass removal records: 30 days after date of removal (3) Animal adoption records: 1 year after date of adoption (4) Euthanasia records: 30 days after date of disposition of animal (5) Financial records: As described in this schedule (6) All other records: 1 year after date created**	**Police Department**
R.281	**Animal Lost and Found Records**	**30 days after reported**	**Police Department**
R.282	**Animal Trap Rental Agreements**	**60 days after trap returned**	**Police Department**
R.283	**Arrest Reports (Arrest/Booking Reports): Records the arrest/booking of subject. Information includes subject name, arrest number, physical characteristics arrest date/time, arrest location, arresting officer name, charges, etc. A. DPS B. Municipal Court**	**A. Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **B. 3 years after case closed**	**Police Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.284	Citations - Penalty Assessment and Non-Traffic (NTC) A. Municipal Court B. Police Department copy	A. 3 years after case closed B. 6 months	Police Department
R.285	Citations Issued A. Municipal Court B. DPS	A. 1 year B. 3 months	Police Department
R.286	Code enforcement Violations Case Files: By case number and includes report of violation, complaints, inspections, notifications, digital photos, video	3 years from date the case is initiated	Police Department
R.287	Complaints And Grievances: Not resulting in investigation	3 years from date the case is initiated	Police Department
R.288	Confidential Source (Informant) Files: Records concerning confidential sources or informants utilized in criminal investigations conducted by DPS. File may contain names of informants, personal and/or criminal history of informants, types of information available through informant, information A. Fiscal information B. All other information	A. Until Audit Report released B. Until no longer needed for reference	Police Department
R.289	Crime Prevention Files: records concerning crime prevention instruction (e.g., workshops, seminars, presentations, etc.) conducted by police department staff. Files may contain	(1) Training materials: until superseded by new materials (2) All other records: 5 years after event date	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	agendas, programs, handouts, training materials, reports, correspondence, etc.		
R.290	**Criminal History Log**	**1 year**	**Police Department**
R.291	**Criminal History Records (Rap Sheet): Record of complete cumulative original history on any subject arrested for a crime by the police department. Information may include any/all the following: name, date of birth, physical description, FBI number, address, employment, marital status, ed Note: Confidentiality (32-2-32, NMSA 9178).**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Police Department**
R.292	**Criminal Incident Automated System: electronic records of all adult and juvenile criminal incidents. Record may show all information from original report of incident (felony or misdemeanor) and pertinent facts surrounding the incident or offense. Information includes incident type, case number, NCIC, entry, incident code, premise type, incident location, incident date, time and date, reporting area, complaint, victim information, subject (suspect) data, arrest data, vehicle data, witness data, narrative, UCR data administrative section, etc.**	**(1) Juvenile data: 2 years after date of incident or at age 19, whichever is longer** **(2) All other data: 5 years after date of incident or until investigation closed, whichever is longer** **Confidential: 1.19.8.826.1, as per NMSA 1978, Section 32A-2-32**	**Police Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.293	Criminal Investigation Case Files: records concerning criminal investigations conducted by police department for the purpose of criminal prosecution. Records created as an enhancement to the investigative portion of the incident report (offense or incident report). Files may contain motor vehicle records, criminal histories, photos, search warrants, arrest warrants, names of confidential sources, etc. Note: evidence and copies of case file may be forwarded to prosecuting attorney.	(1) Adult case files: 5 years after investigation closes (2) Juvenile case file: 5 years after investigation closed or until juvenile reaches age 19 whichever is less Confidential: both 1.19.8.805.D.1, and 2 NMAC, NMSA 1978, Section 32A-2-32	Police Department
R.294	Department Report	2 years after close of fiscal year in which created	Police Department
R.295	Emergency Action Books: Guidelines and or checklists for use in the emergency operations center.	Until no longer needed for reference	Police Department
R.296	Emergency Management Reports and Records: Periodic reports required by state and federal management agencies as well as exercise participation and evaluation reports and records of emergency management training	5 years after close of federal fiscal year in which created	Police Department
R.297	Extradition Files: records concerning the extradition and transport of prisoners. Files may include court order,	Retention: 3 years after close of fiscal year in which created	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	reimbursement voucher, travel arrangements, pre-booking documentation, receipt for prisoner, etc.		
R.298	**Gang Activity File: records concerning local gang activity. File may contain gang identifier information, gang history, gang membership lists, crime involvement information, etc.**	**Until informational value ends Confidential: NMSA 1978, Section 32A-2-32**	**Police Department**
R.299	**Incident Reports (Offence/Incident Reports): records the original report of incident (felony or misdemeanor) and pertinent facts surrounding the incident or offense. Reports may show incident type, case number, NCIC entry, incident code, premise type, incident location, incident date, time date, reporting area, complaint, victim information, subject (suspect) data, arrest data, vehicle data, witness data, narrative, UCR (Uniform Crime Reporting) data administrative section, etc.**	**(1) Adult records: 5 years after date of incident or until investigation closed, whichever is longer (2) Juvenile records: 5 years after date of incident or until juvenile reaches age 19, whichever is less, provided investigation closed Confidential: 1.19.8.803.D.2 NMAC, NMSA 1978, Section 32A-2-32**	**Police Department**
R.300	**Indexes And Registers of Case Files Record of cases prior to current computer system.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Police Department**
R.301	**Internal Affairs Case File: records concerning complaints against officers or**	**(1) Disciplinary action taken: 3 years after termination of officer**	**Police Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	civilian employees and consequent investigation. File may include complaint, tapes or transcriptions, staff inspection order, order to appear, evidence (e.g., tapes, videos, reports, photographs, etc.), police reports copies, medical releases, supplementary offense report (investigation summary), review order (chain of command review), case reviews with case recommendation, determination, determination notification copy, etc.	(2) Dismissed or cleared: 3 years after complaint dismissed or cleared Confidential: NMSA 1978, Section 14-2-1.A unless appealed through an administrative open meeting process	
R.302	NCIC Records: Filed by case number concerning stolen vehicles, guns, articles, license plates, missing persons, wanted persons, etc.	Until cleared, canceled or purged due to expiration (in accordance with the NCIC operating rules)	Police Department
R.303	NCIC Validation Schedule	Until cleared, canceled or purged due to expiration (in accordance with the NCIC operating rules)	Police Department
R.304	NMLETS Operating Manual	Until superseded by new manual	Police Department
R.305	Oath of Office: originals or copies of oaths of persons serving as police officer. Oath may show department name, name of officer, affidavit,	Retention: 1 year after termination of service	Police Department
R.306	Parking Violation Citations: municipal parking violation citation that shows vehicle license plate number, vehicle	3 years after date citation issued	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	make and model, type of parking violation, fee, instructions, etc.		
R.307	Pawn Shop Tickets: Record of description of material received from customer and customer signature.	1 month after entered computer system	Police Department
R.308	Pawnbroker Files: records concerning local pawnbroker shops. Files may contain reports submitted to law enforcement department by local pawnbrokers as required by the Pawnbrokers Act (Section 56-12-9 NMSA 1978) and information on pawn inspections by police department. Pawnbroker reports may show name of item; description of the item, including make and model number; date of transaction; time of transaction; type of transaction; name and address of person offering item; description of person offering item; type of identification used by person offering item; etc.	5 years after date created	Police Department
R.309	Property & Evidence Record: Record of property and/or evidence either seized, found or impounded. Includes date/time/location of property acquisition, acquiring officer, type of offense, case number, suspect name,	1 year after date of disposition of all property or evidence for this case	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	property owner's name and address, item description, serial number or controlled substance weight, investigative section case referred to, property disposition information, etc. The chain of events portion of record may show name/number of lockers in which evidence is placed, date and name of officer placing evidence in storage, date and name of person removing evidence from storage, location in evidence room where evidence is placed. Information on disposition of evidence, officer's signature, etc.		
R.310	Property or Evidence Records: record of property or evidence either seized, found, or impounded. Receipt portion of record may show property either seized or found (date, time, location of property acquisition, acquiring officer, type of offense, case number, suspect name, property owners name and address, item description, serial number or controlled substance weight, investigative section case referred to, property disposition information, etc. Chain of events portion of record may show name or number of	1 year after date of disposition of all property or evidence for this case	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	locker in which evidence is placed, date and name of officer placing evidence in storage, date and name of person removing evidence from storage location in evidence room where evidence is placed, information of placing or removing evidence in or from evidence room (storage), certificate of release, receivers signature, property officers signature, information on disposition of evidence by evidence office, evidence officers signature, etc.		
R.311	Radio Frequency/Telephone Audio Recordings (911 Recorded Calls): Radio frequency/telephone audio recordings of emergency and/or non-emergency calls received. Portions of recording may be confidential (i.e., names of minors, suspect information, etc.). Recordings may be copied and filed with investigative portion of incident reports.	3 years after date of call	Police Department
R.312	Restraining Orders	Until expires	Police Department
R.313	Seizure or Forfeiture Files: records concerning property or goods seized by law enforcement entities and released by the state or federal government to the municipality. Files may include copy of	6 years after close of fiscal year in which property was transferred to municipality	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	application for transfer of forfeited property or goods, inventory of property or goods, asset control information, purchase order copies, financial reports, etc.		
R.314	**Teletype File: teletypes received from other law enforcement entities (e.g., local, state, federal, foreign, etc.). Teletype may contain notice of criminal activity, request for information, facsimile, composite drawing, photograph, etc.**	**Until informational value ends or 1 year after date received, whichever comes first**	**Police Department**
R.315	**Uniform Accident Report: MVD prepared uniform accident report that shows date, time of accident, location, persons involved, vehicles involved, vehicle or property damage, injury codes, seat belt codes, witness information, road and weather conditions, apparent contributing factors, driver or pedestrian sobriety or physical condition, diagrams, etc.**	**5 years after date of accident (NMSA 1978, Section 30-1-8D)**	**Police Department**
R.316	**Uniform Crime Report (UCR)**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Police Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.317	Uniform Traffic Citations: MVD prepared uniform traffic citation that shows citation number, name, address, city, state of person charged, physical description, age, sex of person charged, registration number, year, state, make, type of vehicle involved, state, number of driver's license, specific section number and common name of offense charged under NMSA 1978 or of local law, date, time of arrest, arresting officers signature, identification number, conditions existing at the time of violation, notice to appear information, penalty assessment notice, warning notice, etc.	3 years after date citation issued (NMSA 1978, Section 30-1-8H)	Police Department
R.318	Vehicle Accident Report File: records concerning each vehicle accident reported on department/division property. File may include medical records, offense or incident reports, affidavits, photographs, diagrams, related documentation, correspondence, memoranda, etc.	(1) Fatal accidents: 25 years after date of accident (2) non-fatal accidents: 10 years after date of accident Confidentiality: (NMSA 1978, Sections 66-7-213, 66-7-215 and 14-6-1)	Police Department
R.319	Victor Numbers Log: Log of abandoned vehicles	3 years	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.320	Video Recordings	(1) Evidentiary footage or recording (i.e., footage or recordings of DWI arrests or any criminal incident): 1 year after date of incident or 60 days after date of court disposition, whichever is less (2) Booking area footage or recording: 90 days after date created (3) Routine surveillance footage/recordings (e.g., footage or recordings of entrance or exit areas, car parking areas, etc.):	Police Department
R.321	Warrants of Arrest: Includes active warrants.	5 years after prosecution completed	Police Department
R.322	Wrecker Log (Impound Log): record of vehicles towed away. Log may show date and time, name of wrecking company, operator, make of vehicle, license number, owner, location, reason for towing vehicle, etc.	1 year after close of fiscal year in which created	Police Department
R.323	Wrecker Log record of vehicles towed away. Record may show date and time, name of wrecking company, operator, make of vehicle, license number, owner, location, reason for towing vehicle, etc.	1 year after close of fiscal year in which created	Police Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.324	**Appraisal of Property Values: Shows description of land, location, acreage or footage, value, depreciation, etc.**	**2 years after new appraisal is made**	**Public Works Department**
R.325	**Building Appraisals: Shows description of building surveyed, square footage, type of structure, estimated replacement cost, value and depreciation, etc.**	**2 years after new appraisal**	**Public Works Department**
R.326	**Construction Records: A. Includes engineering specifications and as-builts for water systems, wells, and wastewater systems. B. Reservoir design file and soil surveys**	**A. Permanent** **B. Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Works Department**
R.327	**Customer Complaint Files Specific to Administration and Utilities Department.**	**5 years**	**Public Works Department**
R.328	**Customer Installation Work Order: Includes customer name, address, description of work, meter reading information, installation charges, etc. A. Hookups B. Line extensions**	**A. 7 years from date of work order** **B. 6 years after contract terminates**	**Public Works Department**
R.329	**Customer Service: A. Customer file B. Work orders C. Work orders - daily summary**	**A. 3 years after cancellation of utility service B. 3 years C. Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Works Department**
R.330	**Discharge of Effluent Permit Files: records concerning the discharge of effluent. Files may contain National Pollutant Discharge**	**10 years after destruction of facility**	**Public Works Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	Elimination System (NPDES) permit application, permit for discharge of effluent, compliance monitoring reports, inspection reports, non-EPDES permits, notice of intent to discharge effluent, plans, specifications, enforcement actions, etc.		
R.331	**District Maps: Shows the current geographical boundaries of each district**	**4 years after districts are changed and new map is prepared**	**Public Works Department**
R.332	**Easement Records: Includes agreements, plans, etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Works Department**
R.333	**Equipment: Small Equipment & Vehicle Maintenance Log: Includes oil check maintenance log.**	**4 years after vehicle disposed of**	**Public Works Department**
R.334	**Fleet Maintenance Records: Includes work orders, repair orders, work schedules, maintenance orders, maintenance schedules, daily work reports and logs, etc.**	**4 years after close of fiscal year in which created**	**Public Works Department**
R.335	**Flow Charts - Influent and Effluent**	**10 years**	**Public Works Department**
R.336	**Gasoline Usage and Mileage Records**	**1 year**	**Public Works Department**
R.337	**Geographic Information System (GIS) Records: Includes atlases, street maps, lot specific data, zoning, property ownership, legal description, street addresses**	**Until no longer needed for reference**	**Public Works Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.338	**Infrastructure Development Plans: records concerning plans for future infrastructure development. Files may contain feasibility studies, statistical reports, history documentation, maps, plans, plats, etc.**	**(1) Projects approved: Permanent***Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval. **(2) Projects not approved: 5 years after close of fiscal year in which submitted to municipal governing body**	**Public Works Department**
R.339	**Key Accountability Records: records relating to accountability for keys issued.**	**(1) For security areas: 3 years after keys turned in (2) All other areas: 6 months after keys turned in**	**Public Works Department**
R.340	**Line Location Files: requests to locate underground utility lines. Files may contain requests, work order, etc.**	**Retention: 3 years after close of fiscal year in which work order issued**	**Public Works Department**
R.341	**Maintenance work orders**	**1 year after fiscal year in which created**	**Public Works Department**
R.342	**Maps And Plans: Show streets, developments, subdivisions, traffic, population, utility services, sectors, neighborhood plans, (includes as-builts) etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Works Department**
R.343	**Meter Reading Files: records concerning measurement of utility usage. Record may show customer name, meter number, meter size, meter location, meter reading, billing address, etc.**	**Retention: 3 years after close of fiscal year in which created**	**Public Works Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.344	Miscellaneous: 1. Permit Updates to Regulatory Agencies 2. Legal Proceedings Status Report 3. Statistical Report 4. Construction Statistics Report	1. 1 year 2. 2 years 3. As needed, not to exceed 2 years 4. 2 years	Public Works Department
R.345	Parts Log and Inventory	10 years	Public Works Department
R.346	Plant and Depreciation: 1. Construction Work in Progress ledger 2. Construction monthly status report 3. Capital equipment retirement work orders 4. Unencumbered Net Capital Expenditure Report 5. Construction monthly report 6. Main Extension Agreements	1. 7 years 2. 7 years 3. 7 years 4. 7 years 5. 7 years 6. 7 years after termination	Public Works Department
R.347	Project Files: Includes projects and studies for right-of-way easements, sewer line construction, etc.	10 years after completion or cancellation, then review for historical value	Public Works Department
R.348	Project Files: Includes projects and studies for wastewater treatment, water supply planning, etc.	10 years after completion or cancellation, then review for historical value	Public Works Department
R.349	Public Property Claim Files: Contain damage survey reports, cost estimates, schedule of payments, etc.	3 years after case closed	Public Works Department
R.350	Public Utility Customer Service Files: records concerning the application for utility service. Files may contain application for service, deposit information, cancellation	3 years after close of fiscal year in which canceled, or deposit refunded to customer	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.351	Public Utility Maintenance Files: records concerning maintenance of utility distribution or collection lines and services (e.g., water lines, sewer lines, gas lines, electrical lines, cable lines, water wells, water hydrants, etc.). Files may include work schedules, personnel schedules, daily work logs, check lists, inspections, work reports, etc.	(1) Annual summary report: 10 years after close of fiscal year in which created (2) All other records: 5 years after close of fiscal year in which created	Public Utilities Department
R.352	Public Utility Service Files: records concerning customer-initiated complaint or request for service. File may contain request for service, complaint of service, site evaluations, work orders, service logs, memoranda, inspections, billings copies, etc.	Retention: 3 years after close of fiscal year in which created	Public Utilities Department
R.353	Purchases and Stores: 1. Purchased orders 2. Materials issued tickets 3. Materials returned to stock tickets 4. Monthly summary of materials 5. Annual physical inventory 6. Materials and supplies perpetual inventory record cards 7. Automated Perpetual Inventory Report	1. 6 years 2. 3 years 3. 3 years 4. 3 years 5. 3 years 6. Permanently. May destroy filled cards 2 years after last date on card. 7. Permanently. May destroy filled cards 2 years after last date on card.	Public Utilities Department
R.354	Report Of Water Usage by Zone	10 years from date of report	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.355	Revenue Accounting and Collecting: 1. Customer service contracts 2. Copies of rate sheets and schedules of utility service 3. Customer deposit records 4. Meter reading schedules 5. Meter reading sheets, meter reading book lists 6. Summaries of revenues individual book and total system 7. Monthly summary of revenues reports 8. Monthly summary of adjustments reports 9. Customers' ledgers - billing registers 10. Adjustment ledger and batch control ledger billing books 11. Adjustment memos, final bill memos, daily balance control, and batch transmittal summaries 12. Payment stubs 13. Posted cash listing 14. Collection Agents/reports 15. Accounts payable records	1. 7 years after cancellation 2. 7 years after expiration or suppression 3. 7 years after refund 4. 7 years 5. 7 years 6. 7 years 7. 7 years 8. 7 years 9. 7 years 10. 7 years 11. 7 years 12. 7 years 13. 7 years 14. 7 years 15. 7 years	Public Utilities Department
R.356	Safe Drinking Water Act (SDWA): 1. Bacteriological tests results 2. Chemical analyses 3. Reports of sanitary surveys 4. Action taken to correct violations 5. Variances and/or exemptions	1. 5 years 2. 10 years 3. 10 years 4. 10 years 5. 10 years after expiration	Public Utilities Department
R.357	Sludge Disposal Files: records concerning the wasting, hauling, and composting of sludge. Files may contain waste monitoring reports, hauling application	5 years after date in which created (40 CFR 122.41)	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	copy, composting application copy, hauling permit, composting permit, etc.		
R.358	System Maintenance: A. Operator's daily logs and reports of operation B. Equipment logs and reports (booster pumps, etc.) C. Valve records D. Fire hydrant records E. Reports on inspections and repairs of all street or paving cuts F. Meter records G. Work orders H. Water/wastewater line maintenance/repair records I. Cross connection/backflow prevention program J. Sewer manhole inspection	A. 6 years B. Life of pump C. Life of valve D. Life of hydrant E. 6 years F. Life of meter G. 3 years H. 5 years I. Life of device J. Life of manhole	Public Utilities Department
R.359	Traffic Signals Intersection Files: records concerning the acquisition and maintenance of municipal traffic signals. Files may include product literature, traffic planning studies, traffic controller drawings, intersection drawings, timing progressions, turning count totals, etc.	(1) Product literature, drawings, and timing progressions: until disposition of traffic controller unit (2) All other records: 5 years after date created	Public Utilities Department
R.360	Utility Billing Register: monthly listing of billed amount for utility service. Register may show account name and address, account number, utilities charged, amounts	(1) End-of-year register: 3 years after close of fiscal year in which created (2) Monthly register: until audit report released	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.361	Utility Customer Computer Listing: Show customers name, address, number of charges, etc.	Until supersedes by new listing	Public Utilities Department
R.362	Utility Turnoff Notice and Delinquent Report: listing of utility customers marked for service disconnection. Listing may show customer names and addresses, service addresses, account numbers, delinquent amounts, etc.	3 years after close of fiscal year in which created	Public Utilities Department
R.363	Vehicle Files: records concerning the history of municipal-owned or leased vehicles. Files may include purchase or lease information, warranty documentation, maintenance documentation, maintenance expenditure information, disposal information, etc.	Retention: 3 years after disposition of vehicle	Finance Department
R.364	Vehicle Maintenance File: Records concerning vehicle and mobile equipment maintenance. File may include master list of routine maintenance, fleet maintenance requests, work orders, price breakdowns, etc.	Until vehicle disposed of	Finance Department.
R.365	Vehicle Maintenance Files: records concerning the maintenance performed on municipal owned vehicles. Files may	3 years after close of fiscal year in which created	Finance Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	include work orders, repair orders, work schedules, maintenance orders, maintenance schedules, work reports, etc.		
R.366	Vehicle Parts Inventory: Inventory of parts to be used for maintenance of city-owned vehicles.	3 years after close of fiscal year in which created	Finance Department
R.367	Wastewater Plant Records: A. NPDES/State discharge plans B. Includes treatment activities and maintenance activities. C. Process control records - routine D. Report to Environment Dept - monthly E. Quality assurance testing F. Sludge hauling and waste records G. Plant major equipment	A. 3 years after destruction of facility B. 10 years C. 3 years D. 10 years from date of report E. 5 years F. 3 years G. Life of device	Public Utilities Department
R.368	Wastewater Treatment Facility Files: records concerning the design and construction of municipal wastewater treatment facilities. Files may contain feasibility studies, engineering designs, engineering drawings, soil surveys or studies, geological surveys or studies, construction plans, inspection copies, etc.	Permanent *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	Public Utilities Department
R.369	Wastewater Treatment Facility Maintenance Files: records concerning maintenance of wastewater treatment	(1) Annual summary report: 10 years after close of fiscal year in which created	Public Utilities Department

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
	facilities. Files may contain work schedules, personnel schedules, daily work logs, checklists, inspections, work reports, etc.	**(2) All other records: 3 years after close of fiscal year in which created**	
R.370	**Water Production Records A. Water level report - quarterly B. Pump operation logs C. Well maintenance record D. Preventive maintenance inspection records E. Report to State Engineer - Monthly F. Routine chlorine residual testing G. Well field yearly production H. Well and pump station reports and studies**	**A. 10 years B. 6 years C. Life of well D. Life of equipment E. 10 years F. 6 years G. 10 years H. 6 years**	**Public Utilities Department**
R.371	**Water Rights Purchase Permits**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Utilities Department**
R.372	**Water Storage and Supply Maintenance Files: records concerning the maintenance of municipal water storage and supply facilities. Files may contain work schedules, personnel schedules, daily work logs, check lists, inspections, work reports, periodic reservoir reports, periodic water level reports, reservoir water readings, well production reports, etc.**	**(1) Annual summary report: 10 years after close of fiscal year in which created (2) All other records: 5 years after close of fiscal year in which created**	**Public Utilities Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

City of Santa Fe Records Retention Schedule

City of Santa Fe Retention Code	Description of Record	Record Retention Rule	Responsible Department for Record
R.373	**Water Storage Facility Files: records concerning the design and construction of municipal water supply or storage structures. Files may contain engineering designs, engineering drawings, soil surveys or studies, geological surveys or studies, construction plans, inspection copies, etc.**	**Permanent** *Record shall be retained in the original format in which it was created as well as digitized for expedited retrieval.	**Public Utilities Department**
R.374	**Water/Wastewater Plant Records: A. Pump curves B. SCADA Telemetry**	**A. Life of pump** **B. 10 years**	**Public Utilities Department**
R.375	**Work Order Files: work orders submitted to maintenance office or physical plant**	**(1) Reference copy (copy maintained by entity requesting work): until work completed** **(2) Maintenance office/physical plant copy: 1 year after work completed**	**Public Utilities Department**

NOTE: City records not specifically addressed herein shall be retained in accordance with applicable law.

FIR No. 10537

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Records Retention and Management

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City of Santa Fe Clerk's Office

Staff Completing FIR: Geralyn Cardenas **Date:** March 29, 2023 **Phone:** 505-955-6519

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Mar 31, 2026 16:55:59 MDT) **Date:** 03/31/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 2, 2026 10:55:44 MDT) **Date:** 04/02/2026

Summary:
The City of Santa Fe's current record retention and maintenance of documents is outdated and does not include guidelines and procedures on how to archive digital records. The resolution repeals Resolution No. 2003-33 and would adopt a new record retention and maintenance schedule, which is attached as "Exhibit A".

Departments Affected:
All City of Santa Fe Departments

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will continue to have an outdated records management process and will continue to lack formal guidelines for maintaining digital records. The Records and Archives Center will soon run out of space to store records.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2003-33

Performance and Administrative Implications:
The Records and Archives Center will soon run out of space.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact.

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: gfcardenas@santafenm.gov

Signature:

Email: ccmontoya@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO RESOLUTION NO. 2026-__
Records Retention and Management

The following members of the Governing Body joined sponsorship of this legislation:

Paul Bustamante (Apr 1, 2026 15:35:44 MDT)

Paul Bustamante, Councilor

03/31/2026
Date

00000.1

Date: April 2, 2026

To: Mayor Michael J. Garcia
Governing Body
Quality of Life Committee, Public Works and Utilities Committee

Via: Brian Moya, Interim City Manager

From: Heather L. Lamboy, AICP
Planning & Land Use Director

RE: Joint Resolution Regarding Annexation of Area 1B

EXECUTIVE SUMMARY:

This joint resolution between the City of Santa Fe ("City") and Santa Fe County ("County") would terminate Phase 3 of the Annexation Phasing Agreement as well as the Settlement Agreement and Mutual Release of Claims Between the City of Santa Fe and Santa Fe County. It would also waive the City's right to challenge the County's designation of a Traditional Historic Community of Agua Fria. Lastly, the resolution would agree to reconvene, with the County, the Extra Territorial Land Use Authority ("ELUA") to make any necessary extraterritorial land-use ordinance changes to effectuate the City and County's decision to terminate Phase 3 of annexation.

BACKGROUND:

In 2008, the City and the County executed a settlement agreement and an annexing phasing agreement agreeing that the City would annex seventeen areas of the County into the City. The agreements contemplated three phases of annexation. The City completed Phase 1 in 2009. In 2008, the City and the County also signed the Santa Fe County and City Extraterritorial Land Use Joint Powers Agreement ("JPA"). The JPA stated that the City and County "shall adopt City zoning ordinances as the Extraterritorial Zoning Ordinance for that zone and shall expressly delegate to the City all decisions over zoning" for land within the 'Presumptive City Limits.'"

In 2013, the City and the County amended the Annexation Phasing Agreement to remove Area 18 from the annexation plan and to complete the annexation of Area 1 in two parts: the southern portion of Area 1 ("Area 1A") would be annexed into the city in Phase 2 and the northern portion of Area 1 ("Area 1B") would be annexed into the City in Phase 3. The City completed Phase 2 and annexed Area 1A in 2013. Area 1B has not yet been annexed.

In response to a petition filed by Santa Fe County constituents requesting to remain in the Agua Fria Traditional Historic Village and to not be annexed into the City as contemplated by Ordinance 2009-51, which implemented the Annexation Phasing Agreement between the City of Santa Fe and Santa Fe County, Santa Fe County Commissioners and the City of Santa Fe Mayor and Councilors from District 1 met to discuss whether annexation Area 1B should proceed. It was decided that a City-County engagement meeting should occur to discuss the petition to keep Area 1B in the County's jurisdiction.

The engagement meeting took place at the Food Depot on March 19, 2026. Following introductions by Mayor Garcia, Councilor Feghali, Councilor Castro, Commissioner Cacari-Stone, and Commissioner Adam Johnson, a community engagement session was held to discuss three options. The options included (1) taking no action, (2) the elimination of the presumptive annexation, and (3) a targeted carve-out which would include an area planned by Homewise for the Los Senderos development. All options were considered by the community members.

The no-action option was broadly rejected by community members. The elimination of the presumptive annexation was broadly preferred by all 7 breakout groups, with community members stating that it would enable local control and provide a simpler path for applying jurisdictional regulations. The targeted carve-out was seen as complex, risky, and potentially inequitable. Among other concerns, comments included concern regarding "checkerboard" development and the lack of certainty of the application of City and County regulations.

Based on the feedback received, an agreement was reached among the Mayor, City Councilors, and County Commissioners to proceed with eliminating the presumptive annexation. The City-County team decided that certainty in the application of City and County codes is important, and that eliminating the presumptive annexation area would provide clear direction for future development. Furthermore, if annexation requests were made to the City, they could be considered subject to the process outlined in City Code found Section 14-2.1(D)(1) SFCC 1987.

ATTACHMENTS:

Resolution

Fiscal Impact Report

Signature:

Email: hllamboy@santafenm.gov

SANTA FE COUNTY

RESOLUTION NO. 2026-___

INTRODUCED BY:

Commissioner Lisa Cacari Stone Commissioner Adam Fulton Johnson

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Alma Castro Councilor Patricia Feghali Mayor Michael Garcia

A RESOLUTION

DIRECTING STAFF TO BRING FORWARD AN AMENDMENT TO THE SETTLEMENT AND ANNEXATION PHASING AGREEMENTS TO TERMINATE PHASE THREE OF ANNEXATION, TO WAIVE THE CITY'S RIGHT TO CHALLENGE SANTA FE COUNTY'S DESIGNATION OF A TRADITIONAL HISTORIC COMMUNITY OF AGUA FRIA, AND TO CONVENE, WITH SANTA FE COUNTY, THE EXTRATERRITORIAL LAND USE AUTHORITY TO MAKE ANY NECESSARY EXTRATERRITORIAL LAND-USE ORDINANCE CHANGES TO EFFECTUATE THE CITY AND COUNTY'S DECISION TO TERMINATE PHASE THREE OF ANNEXATION.

WHEREAS, the City of Santa Fe ("City") and Santa Fe County ("County") entered into the Settlement Agreement and Mutual Release of Claims dated May 19, 2008 (the "Settlement Agreement"); and

WHEREAS, the City and County executed Agreement No. 08-1112, Annexation Phasing Agreement Between the City of Santa Fe and Santa Fe County ("Phasing Agreement") on February 10, 2009, dividing the annexation into three phases, encompassing 18 discrete areas; and

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

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

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

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

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

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

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

2022; and

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

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

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

within the Traditional Historic Community of Agua Fría; and

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

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

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

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

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

1) terminate Phase 3 of Annexation; and
2) waive the City's right to challenge the County's designation of some or all of the remainder of Area 1 as part of a Traditional Historic Community, pursuant to NMSA 1978, Section 3-7-1.1; and
3) reconvenes, with the City and County, the Extra Territorial Land Use Authority (ELUA) to make any necessary extraterritorial land-use ordinance changes to effectuate the City and County's decision to terminate Phase 3 of annexation; and
4) does not preclude owners of property in the remainder of Area 1 that may not be included in a Traditional Historic Community from petitioning the City to annex their property and which does not require the City to approve any such requested annexation.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Joint Resolution Regarding Annexation of Area 1B

FIR No. 10754.1

FISCAL IMPACT REPORT

General Information:

Bill: _____ **Resolution:** x

Short Title(s): Joint Resolution Regarding Annexation of Area 1B

Sponsor(s): Councilor Alma Castro, Councilor Patricia Feghali, and Mayor Michael Garcia

Reviewing Department(s): City Attorney's Office; Planning & Land Use Department

Staff Completing FIR: Heather Lamboy **Date:** 4/2/2026 **Phone:** (505) 470-5281

Reviewed by City Attorney: Marcos Martinez **Date:** _____

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 3, 2026 12:16:36 MDT) **Date:** _____

Summary:
This joint resolution between the City of Santa Fe ("City") and Santa Fe County ("County") would terminate Phase 3 of the Annexation Phasing Agreement ("Phasing Agreement") as well as the Settlement Agreement and Mutual Release of Claims Between the City of Santa Fe and Santa Fe County (the "Settlement Agreement"). It would also waive the City's right to challenge the County's designation of a Traditional Historic Community of Agua Fria. Lastly, the resolution would agree to reconvene, with the County, the Extra Territorial Land Use Authority ("ELUA") to make any necessary extraterritorial land-use ordinance changes to effectuate the City and County's decision to terminate Phase 3 of annexation.

Departments Affected:
City Attorney's Office, City Manager's Office, Planning & Land Use Department, Division of Affordable Housing, Public Works and Utilities

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City and County will be required to initiate the negotiations regarding the annexation of Area 1B, as required by the Phasing Agreement and the Settlement Agreement.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Ordinance No. 2009-01; Ordinance No. 2009-51; Ordinance No. 2013-36; Resolution No. 2017-27; Joint Resolution: County Resolution No. 2021-105 and City Resolution No. 2022-1

Performance and Administrative Implications:
If the resolution is adopted, city staff will draft an amendment to the Phasing Agreement and the Settlement agreement for consideration by the Extraterritorial Land Use Commission, which is the Extraterritorial Land Use Authority who will make recommendations to the Governing Body and Board of County Commissioners for final action. The amendment would accomplish the following three items: 1) terminate Phase 3 of the Phasing Agreement and the Settlement Agreement; waive the City's right to challenge County's designation of a traditional historic community of Agua Fria, and 3) convene, with the County,

the Extraterritorial Land Use Commission and the Extraterritorial Land Use Authority to make any necessary extraterritorial land-use ordinance changes to effectuate the City and County's decision to terminate Phase 3 of annexation.

Fiscal Implications:

If the City's presumptive annexation were abandoned, it would represent a cost savings for the City. The Planning & Land Use Department would no longer be required to review and approve development plans, construction permits, conduct construction inspections, review and approve short-term rental requests, review and approve business and itinerant vendor licenses, and provide for response to requests regarding Code enforcement concerns. Existing City-County agreements regarding cooperative response by City Police and Fire Departments would remain in place to ensure public safety by providing first-response services.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

Email: akphillips@santafenm.gov

Signature:

Email: hllamboy@santafenm.gov

To: Governing Body

From: Carly Venditti, Metropolitan Redevelopment, Deputy Director

CC: Andrea Phillips, Deputy City Manager & Interim Finance Director

Date: April 22, 2026

Re: A Memorandum of Understanding Finalizing the land swap between the City of Santa Fe and the New Mexico General Services Division

Executive Summary
The approval of this Memorandum of Understanding will finalize the land swap between the City of Santa Fe and the New Mexico General Services Division (GSD), documenting the conditions of the land transfer. The conveyance of property will occur in two installments; the first including 4491 Cerrillos Road, NM DPS Campus for Tracts A, B, D, and 3, followed by the conveyance of Tract O-1 at a later date.

Tract O-1 will not be conveyed to the City of Santa Fe until the known asbestos and lead pollutants are remediated. Remediation will be facilitated by the New Mexico General Services Department (GSD) with quarterly reports on progress. The General Services Department will maintain the right to store vehicles on Tract D for up to two years after the conveyance, with the City of Santa Fe holding the right to demolish the existing garage facility on site with minimum 60-days' notice.

Reason for the Exchange and Transfer
As addressed in the City's Resolution 2022-64, the City's acquisition of the State Property is in the best interest of the public because it will assist the City in comprehensively implementing the Midtown Redevelopment Plans and developing the former campus of the College of Santa Fe and the Santa Fe University of Art and Design, now referred to as the City's "Midtown Site."

The City underwent years of community engagement to understand the community's vision and is now proceeding with implementation and would welcome support from the State via this initiative. The Midtown Redevelopment Plans call for a minimum of 1,100 housing units, with a minimum of 30% of all units designated as affordable. The City's Metropolitan Redevelopment Agency may surpass the initial housing projections with increased economic development in technology and innovation along with additional community institutions such as childcare with the acquisition of this 7.9-acre parcel.

The transfer of real property is composed of the following parcels;

City Owned Real Property

1. Tract 993066169 4491 Cerrillos Road NM DPS Campus (land only) - 34.97 acres

State Owned Real Property

1. Tract O (99304422) 1600 Saint Michaels Dr. Midtown – 7.9 Acres
2. Tract A (99307381) Siringo Road – 3.6 Acres
3 Tract B (99307382) Siringo Road – 3.73 Acres
4. Tract D (99307385) Siringo Road – 3.420 Acres
5. Tract 3 (99304043) Siringo Road - 0.88 Acres

The table below includes the State Property and City Properties and appraised values at the time of the initial proposed land swap as granted by City of Santa Fe Resolution 2022-64 in addition to the cost to remediate Tract O of known asbestos pollution at the expense of the General Services Department.

STATE OF NEW MEXICO			
Tract #	**Location**	**Acres**	**Appraised (or estimated) Value as of 11/21/2022**
99304422	1600 Saint Michaels Dr. Midtown Campus Tract O-1	7.908	$3,030,000.00
	Tract O Asbestos Remediation Estimate		$ 2,303,064.12
99307381	Tract A Siringo Road	3.608	$830,000.00
99307382	Tract B Siringo Road	3.730	$950,000.00
99307385	Tract D Siringo Road	3.420	$1,340,000.0
99304043	Tract 3 Siringo Road	0.88	$350,000.00
	State Property Total	**19.546**	**$8,803,064.12**
CITY OF SANTA FE			
993066169	Cerrillos Road NM DPS Campus	34.976	$8,630,000.00

The Governing Body approved this request, followed by the subsequent, unanimous approval by the State Legislator through Senate Joint Resolution 7 during the 2026 Legislative Session.

Attachments
Memorandum of Understanding
4491 Cerrillos Road NM DPS Campus Quitclaim Deed

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FACILITIES MANAGEMENT DIVISION OF THE
GENERAL SERVICES DEPARTMENT AND
THE CITY OF SANTA FE METROPOLITAN
REDEVELOPMENT AGENCY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into by and between the Facilities Management Division (FMD) of the New Mexico General Services Department (GSD), and the City of Santa Fe Metropolitan Redevelopment Agency (MRA).

RECITALS

WHEREAS, GSD/FMD is a public entity that is authorized by the New Mexico State Legislature for the performance of this MOU under the authority of NMSA 1978, Section 9-17-5, as granted and delegated to the Secretary of the Department to make contracts to carry out its delegated duties; FMD has all the powers, duties and authority as designated and delegated under NMSA 1978, Section 15-3B-1, *et seq;*

WHEREAS, the City of Santa Fe, Metropolitan Redevelopment Agency (MRA) is a department of the City that is authorized for the performance of this MOU under the authority of NMSA 1978, Sections, 3-18-1(B) and 3-60A-10, to make contracts to carry out its delegated duties; in the activities and project described in this MOU;

WHEREAS, NMSA 1978, sec. 3-54-2(D) allows a municipality to "exchange or donate real or personal property to the state... if such sale, exchange or gift is in the best interests of the public and is approved by the local government division of the department of finance and administration." and

WHEREAS, on February 18, 2026, the New Mexico Legislature approved Senate Joint Resolution 7, "A Joint Resolution Ratifying And Approving The Exchange Of Real Property By The General Services Department With The City Of Santa Fe Of Five Parcels Of State-owned Real Property Located Within The City Of Santa Fe For One Parcel Of City-owned Property Located Within The City Of Santa Fe", attached as Exhibit A;

AGREEMENT

PURPOSE
The purpose of this MOU is to provide a specific description of the respective duties, powers and rights of the parties with regard to the land swap establish a mutual understanding between GSD/FMD, and the City of Santa Fe and the MRA for terms affiliated with Senate Joint Resolution 7 (SJR7) for a land swap approved by the New Mexico State Legislature during the February 2026 Session. As approved in SJR7, the State General Services Department will swap Tracts on and adjacent to

the Midtown campus including Tracts O-1, A, B, D, and 3 for city-owned 4491 Cerrillos Road, Santa Fe, NM 87507 currently leased to the New Mexico Department of Public Safety, SJR7 is included as Exhibit A.

The New Mexico General Services Department and City of Santa Fe have agreed to the following terms and contingencies;

1. The City of Santa Fe Metropolitan Redevelopment Agency seeks remediation of Tract O-1 for known asbestos and lead paint prior to the exchange of land title. The actual conveyance of Tract O-1 shall not occur until the New Mexico General Services Department remediates the parcel. New Mexico General Services Department project management staff will provide quarterly updates throughout the remediation process.
2. The New Mexico General Services Department shall have continuing property access and a license to enter and shall maintain use of Tract D for state business uses to include the storage of vehicles for up to two years following the effective date of this MOU. Additionally, and specifically, GSD shall have continuing property access to the garage building on Tract D and also shall have access to maintain use of the garage building onsite for up to one year following the effective date of this MOU: with the opportunity to demolish this garage sooner if both parties to this MOU agree in writing with a minimum of 60 days' notice.

Subject to the provisions of paragraphs 1 and 2 above, upon the adoption of the Memorandum of Understanding, the City of Santa Fe and State of New Mexico shall exchange title to tracts O-1, A, B, D, and 3 on and adjacent to the Midtown campus for city-owned 4491 Cerrillos Road, Santa Fe, NM 87507.

A. TERM
Upon approval by the Parties as indicated by the signatures of their authorized representatives affixed below, this MOU shall be effective on the date that last party signs the document. This MOU shall remain in effect, unless terminated by either party in accordance with **Section G - Termination**.

B. AMENDMENT
This MOU shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto. GSD/FMD may request amendment to this MOU from time to time in order to conform the Project to specific necessities or needs or requirements, and those requests shall be considered and executed in a timely manner not to exceed three (3) business days.

C. MERGER
This MOU with Attachments incorporates all MOUs, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, MOUs and understandings have been merged into this written MOU. No prior MOU or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

D. APPLICABLE LAW
The laws of the State of New Mexico shall govern this MOU, without giving effect to its choice

of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

E. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's negligence, acts or omissions in connection with this MOU. The State ("GSD/FMD") and City ("MRA") are subject to the immunities and limitations of the New Mexico Tort Claims Act and the Constitution and laws of the State of New Mexico.

F. ENFORCEMENT OF MOU

A party's failure to require strict performance of any provision of this MOU 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 MOU shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

G. TERMINATION

This MOU shall terminate upon a minimum of a Thirty (30) day advance written notice given by either party to the other that the terms under this agreement are no longer applicable and is to be terminated, but in no event shall any rights of access or license granted to enter the property under numbered paragraphs number 1 and 2 above be terminated before two years from signing and entering into this MOU.

H. CONTACTS

Any notice relating to breach or termination of this MOU shall be in writing and shall be delivered by U.S. mail, either first class or certified, return receipt requested, postage prepaid, and by email as follows:

To GSD/FMD:
Facilities Management
Division Attn: Real Property
Manager 2542 Cerrillos Road
Building T-187
Santa Fe, New Mexico 87505
Stella.Chavez@gsd.nm.gov

To City of Santa Fe, MRA:
Metropolitan Redevelopment Agency
Attn: Carly Venditti, Deputy Director Metropolitan
Redevelopment Agency, Santa Fe, NM 87505
Cavenditti@santafenm.gov

The notice shall be deemed to have been given/received upon the date mailed or emailed and actually received. Where applicable, if the dates of mailing and emailing are not identical, then

the later date will be deemed to be the date notice was provided.

I. AUTHORITY

The representatives of the entities below represent that they have the power and authority to bind their respective agency or agencies to the MOU and to the specific purposes enunciated herein; and, each expressly warrants and affirms that no further action, resolution, or approval is necessary to enter into this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date of signature of the last signature below.

FACILITIES MANAGEMENT DIVISION of the GENERAL SERVICES DEPARTMENT

State of New Mexico

Recommended by:

By: Peter J Barrington
Peter J Barrington (Apr 23, 2026 18:01:17 MDT)

Date: Apr 23, 2026

Peter J. Barrington, Deputy Division Director
Facilities Management Division

Reviewed for Legal Sufficiency:

By: Alexis Johnson
Alexis Johnson (Apr 23, 2026 17:24:21 MDT)

Date: Apr 23, 2026

Alexis Johnson, Acting General Counsel
General Services Department

Approved by:

By: Anna.Silva
Anna.Silva (Apr 24, 2026 13:46:15 MDT)

Date: Apr 24, 2026

Anna Silva, Cabinet Secretary
NM General Services Department
Facilities Management Division

City of Santa Fe

Approved by Governing Body

By: _____ Date: _____

Michael Garcia, Mayor

Attest:

By: _____ Date: _____

Gerlyn Cardenas, City Clerk

Approved as to Finance:

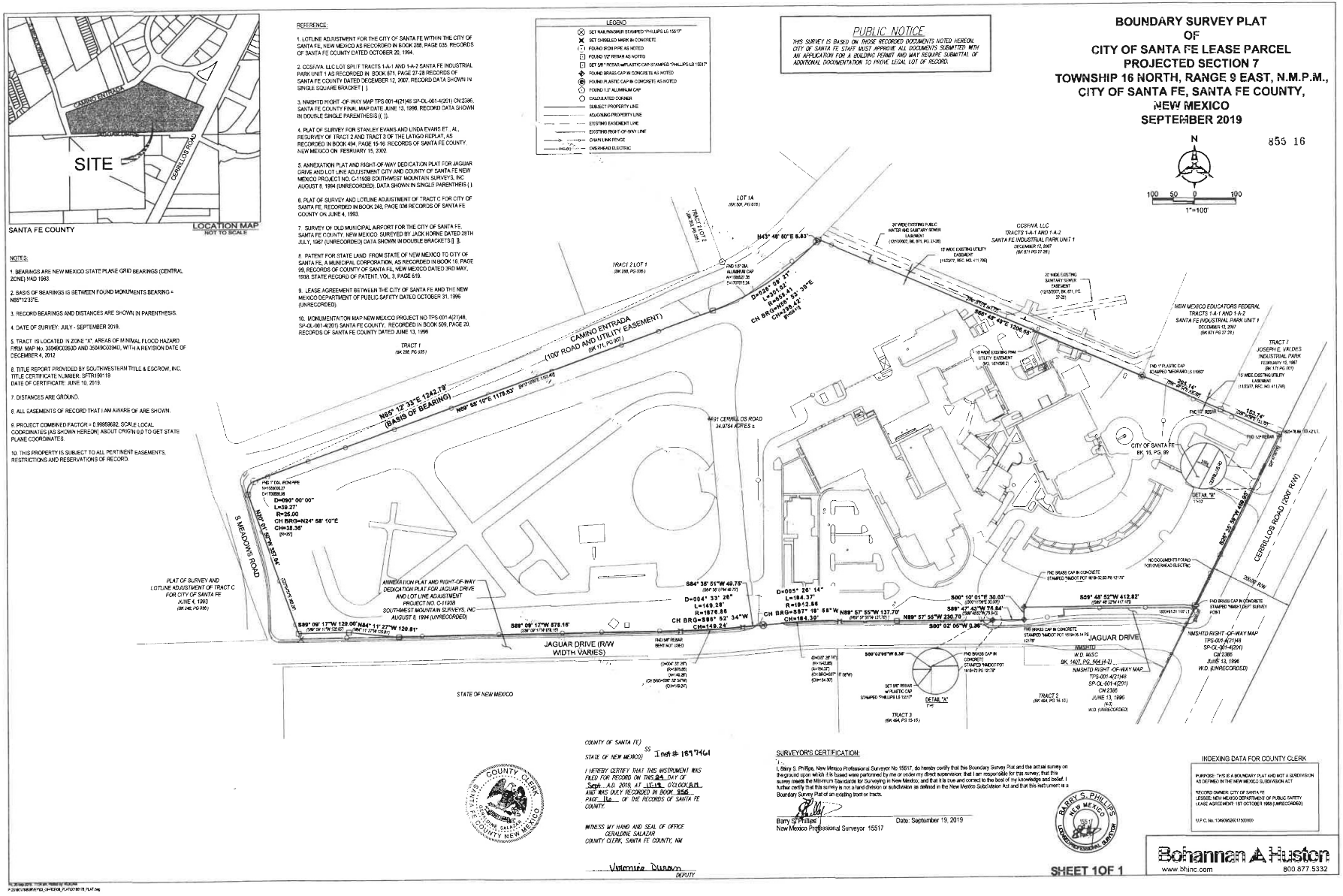
By: _____ Date: _____

Andrea Phillips, Deputy City Manager & Interim Finance Director

Approved for Legal Sufficiency:

By: Marcos Martinez (Apr 24, 2026 14:06:26 MDT) Date: Apr 24, 2026

Marcos Martinez, City Attorney


BOUNDARY SURVEY PLAT
OF
CITY OF SANTA FE LEASE PARCEL
PROJECTED SECTION 7
TOWNSHIP 16 NORTH, RANGE 9 EAST, N.M.P.M.,
CITY OF SANTA FE, SANTA FE COUNTY,
NEW MEXICO
SEPTEMBER 2019
855 16
PUBLIC NOTICE
THIS SURVEY IS BASED ON THOSE RECORDED DOCUMENTS NOTED HEREON. CITY OF SANTA FE STAFF MUST APPROVE ALL DOCUMENTS SUBMITTED WITH AN APPLICATION FOR A BUILDING PERMIT AND MAY REQUIRE SUBMITTAL OF ADDITIONAL DOCUMENTATION TO PROVE LEGAL LOT OF RECORD.
LEGEND
SET NAIL WASHER STAMPED "PHILLIPS LS 15517"
SET CHISELED MARK IN CONCRETE
FOUND IRON PIPE AS NOTED
FOUND 1/2" REBAR AS NOTED
SET 5/8" REBAR w/PLASTIC CAP STAMPED "PHILLIPS LS 15517"
FOUND BRASS CAP IN CONCRETE AS NOTED
FOUND PLASTIC CAP IN CONCRETE AS NOTED
FOUND 1.5" ALUMINUM CAP
CALCULATED CORNER
SUBJECT PROPERTY LINE
ADJOINING PROPERTY LINE
EXISTING EASEMENT LINE
EXISTING RIGHT-OF-WAY LINE
CHAIN LINK FENCE
OVERHEAD ELECTRIC
SITE
CERRILLOS ROAD
CAMINO ENTRADA
LOCATION MAP
NOT TO SCALE
SANTA FE COUNTY
REFERENCE:
1. LOTLINE ADJUSTMENT FOR THE CITY OF SANTA FE WITHIN THE CITY OF SANTA FE, NEW MEXICO AS RECORDED IN BOOK 238, PAGE 035, RECORDS OF SANTA FE COUNTY DATED OCTOBER 26, 1994.
2. CCSFVA, LLC LOT SPLIT TRACTS 1-A-1 AND 1-A-2 SANTA FE INDUSTRIAL PARK UNIT 1 AS RECORDED IN BOOK 671, PAGE 27-28 RECORDS OF SANTA FE COUNTY DATED DECEMBER 12, 2007, RECORD DATA SHOWN IN SINGLE SQUARE BRACKET [ ].
3. NMSHTD RIGHT -OF-WAY MAP TPS 001-4(2)148 SP-OL-001-4(201) CN 2386, SANTA FE COUNTY FINAL MAP DATE JUNE 13, 1996. RECORD DATA SHOWN IN DOUBLE SINGLE PARENTHESIS (( )).
4. PLAT OF SURVEY FOR STANLEY EVANS AND LINDA EVANS ET . AL., RESURVEY OF TRACT 2 AND TRACT 3 OF THE LATIGO REPLAT, AS RECORDED IN BOOK 494, PAGE 15-16 RECORDS OF SANTA FE COUNTY, NEW MEXICO ON FEBRUARY 15, 2002.
5. ANNEXATION PLAT AND RIGHT-OF-WAY DEDICATION PLAT FOR JAGUAR DRIVE AND LOT LINE ADJUSTMENT CITY AND COUNTY OF SANTA FE NEW MEXICO PROJECT NO. C-11938 SOUTHWEST MOUNTAIN SURVEYS, INC. AUGUST 8, 1994 (UNRECORDED). DATA SHOWN IN SINGLE PARENTHESIS ( ).
6. PLAT OF SURVEY AND LOTLINE ADJUSTMENT OF TRACT C FOR CITY OF SANTA FE, RECORDED IN BOOK 248, PAGE 006 RECORDS OF SANTA FE COUNTY ON JUNE 4, 1993.
7. SURVEY OF OLD MUNICIPAL AIRPORT FOR THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO. SURVEYED BY JACK HORNE DATED 28TH JULY, 1967 (UNRECORDED) DATA SHOWN IN DOUBLE BRACKETS [[ ]].
8. PATENT FOR STATE LAND FROM STATE OF VEW MEXICO TO CITY OF SANTA FE, A MUNICIPAL CORPORATION, AS RECORDED IN BOOK 16, PAGE 99, RECORDS OF COUNTY OF SANTA FE, NEW MEXICO DATED 3RD MAY, 1934, STATE RECORD OF PATENT, VOL. 3, PAGE 619.
9. LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE NEW MEXICO DEPARTMENT OF PUBLIC SAFETY DATED OCTOBER 31, 1996 (UNRECORDED).
10. MONUMENTATION MAP NEW MEXICO PROJECT NO TPS-001-4(2)148, SP-OL-001-4(201) SANTA FE COUNTY, RECORDED IN BOOK 509, PAGE 20, RECORDS OF SANTA FE COUNTY DATED JUNE 13, 1996
NOTES:
1. BEARINGS ARE NEW MEXICO STATE PLANE GRID BEARINGS (CENTRAL ZONE) NAD 1983.
2. BASIS OF BEARINGS IS BETWEEN FOUND MONUMENTS BEARING = N85°12'33"E.
3. RECORD BEARINGS AND DISTANCES ARE SHOWN IN PARENTHESIS.
4. DATE OF SURVEY: JULY - SEPTEMBER 2019.
5. TRACT IS LOCATED IN ZONE "X" AREAS OF MINIMAL FLOOD HAZARD FIRM: MAP No. 35049C0535D AND 35049C0230D, WITH A REVISION DATE OF DECEMBER 4, 2012
6. TITLE REPORT PROVIDED BY SOUTHWESTERN TITLE & ESCROW, INC. TITLE CERTIFICATE NUMBER: SFTR190119 DATE OF CERTIFICATE: JUNE 10, 2019.
7. DISTANCES ARE GROUND.
8. ALL EASEMENTS OF RECORD THAT I AM AWARE OF ARE SHOWN.
9. PROJECT COMBINED FACTOR = 0.99959692. SCALE LOCAL COORDINATES (AS SHOWN HEREON) ABOUT ORIGIN 0,0 TO GET STATE PLANE COORDINATES.
10. THIS PROPERTY IS SUBJECT TO ALL PERTINENT EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.
N
100 50 0 100
1"=100'
LOT 1A (BK 501, PG 016)
TRACT 2 LOT 1 (BK 238, PG 006)
TRACT 1 LOT 1 (BK 238, PG 035)
TRACT 1 (BK 238, PG 035)
N43° 46' 50"E 6.83'
FND 1/2" DIA ALUMINUM CAP N=1556527.38 E=1570711.34
D=028° 09' 21"
L=301.40'
R=458.41'
CH BRG=N58° 43' 39"E
CH=298.42'
POB=16
N85° 12' 33"E 1242.79' (BASIS OF BEARING)
N89° 58' 19"E 1178.83' (N87° 19'E 1181.40')
CAMINO ENTRADA (100' ROAD AND UTILITY EASEMENT) (BK 171, PG 007)
491 CERRILLOS ROAD 34.0764 ACRES ±
20' WIDE EXISTING PUBLIC WATER AND SANITARY SEWER EASEMENT (12/13/2007, BK. 671, PG. 27-28)
15' WIDE EXISTING UTILITY EASEMENT (12/27/07, REC. NO. 411,706)
CCSFVA, LLC TRACTS 1-A-1 AND 1-A-2 SANTA FE INDUSTRIAL PARK UNIT 1 DECEMBER 12, 2007 (BK 671 PG 27 28)
20' WIDE EXISTING SANITARY SEWER EASEMENT (12/13/2007, BK. 671, PG. 27-28)
N89° 58' 49"E 1206.55'
NEW MEXICO EDUCATORS FEDERAL CREDIT UNION TRACTS 1-A-1 AND 1-A-2 SANTA FE INDUSTRIAL PARK UNIT 1 DECEMBER 12, 2007 (BK 671 PG 27 28)
TRACT 1 JOSEPH E. VALDES INDUSTRIAL PARK FEBRUARY 15, 1967 (BK 172 PG 307)
15' WIDE EXISTING UTILITY EASEMENT (11/27/07, REC. NO. 411,706)
FND 1/2" REBAR
FND 1/2" REBAR
CITY OF SANTA FE BK. 16, PG. 99
CERRILLOS ROAD (200' R/W)
S MEADOWS ROAD
PLAT OF SURVEY AND LOTLINE ADJUSTMENT OF TRACT C FOR CITY OF SANTA FE JUNE 4, 1993 (BK 248, PG 006)
ANNEXATION PLAT AND RIGHT-OF-WAY DEDICATION PLAT FOR JAGUAR DRIVE AND LOT LINE ADJUSTMENT PROJECT NO. C-11938 SOUTHWEST MOUNTAIN SURVEYS, INC AUGUST 8, 1994 (UNRECORDED)
JAGUAR DRIVE (R/W WIDTH VARIES)
FND 1/2" REBAR BENT NOT USED
STATE OF NEW MEXICO
NO DOCUMENTS FOUND FOR OVERHEAD ELECTRIC
FND BRASS CAP IN CONCRETE STAMPED "NMDOT PCP 16134.74 PE 12157"
FND BRASS CAP IN CONCRETE STAMPED "NMDOT POINT"
NMSHTD W.D. 1403C BK. 1407, PG. 564 (4-2) NMSHTD RIGHT -OF-WAY MAP TPS-001-4(2)148 SP-OL-001-4(201) CN 2386 JUNE 13, 1996 W.D. (UNRECORDED)
NMSHTD RIGHT -OF-WAY MAP TPS-001-4(2)148 SP-OL-001-4(201) CN 2386 JUNE 13, 1996 W.D. (UNRECORDED)
SET 5/8" REBAR w/ PLASTIC CAP STAMPED "PHILLIPS LS 15517"
DETAIL "A"
TRACT 2 (BK 494, PG 15-16)
TRACT 3 (BK 494, PG 15-16)
COUNTY OF SANTA FE) SS
STATE OF NEW MEXICO)
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS 24 DAY OF Sept A.D. 2019, AT 11:19 O'CLOCK P.M. AND WAS DULY RECORDED IN BOOK 356 PAGE 114 OF THE RECORDS OF SANTA FE COUNTY.
Inst # 1917461
WITNESS MY HAND AND SEAL OF OFFICE GERALDINE SALAZAR COUNTY CLERK, SANTA FE COUNTY, NM
DEPUTY
SURVEYOR'S CERTIFICATION:
I, Barry S. Phillips, New Mexico Professional Surveyor No 15517, do hereby certify that this Boundary Survey Plat and the actual survey on the ground upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this survey meets the Minimum Standards for Surveying in New Mexico; and that it is true and correct to the best of my knowledge and belief. I further certify that this survey is not a land division or subdivision as defined in the New Mexico Subdivision Act and that this instrument is a Boundary Survey Plat of an existing tract or tracts.
Barry S. Phillips
New Mexico Professional Surveyor 15517
Date: September 19, 2019
BARRY S. PHILLIPS NEW MEXICO 15517 LICENSED PROFESSIONAL SURVEYOR
INDEXING DATA FOR COUNTY CLERK
PURPOSE: THIS IS A BOUNDARY PLAT AND NOT A SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT
RECORD OWNER: CITY OF SANTA FE LESSEE: NEW MEXICO DEPARTMENT OF PUBLIC SAFETY LEASE AGREEMENT: 1ST OCTOBER 1996 (UNRECORDED)
U.P.C. No. 1046956201703000
SHEET 1OF 1
Bohannan Huston
www.bhinc.com
800.877.5332

MOU Land Swap Terms V4

Final Audit Report 2026-04-24

Created:	2026-04-23
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0ZpMN3t3q9VqmiZizbnADCk0zL2PHO5d

"MOU Land Swap Terms V4" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-23 - 7:05:05 PM GMT- IP address: 63.232.20.2

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2026-04-23 - 7:06:00 PM GMT

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2026-04-23 - 8:34:35 PM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Johnson (alexis.johnson@gsd.nm.gov)
Signature Date: 2026-04-23 - 11:24:21 PM GMT - Time Source: server- IP address: 164.64.62.10

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Signer Peter Barrington (peter.barrington@gsd.nm.gov) entered name at signing as Peter J Barrington
2026-04-24 - 0:01:15 AM GMT- IP address: 24.121.211.201

Document e-signed by Peter J Barrington (peter.barrington@gsd.nm.gov)
Signature Date: 2026-04-24 - 0:01:17 AM GMT - Time Source: server- IP address: 24.121.211.201

Document emailed to Anna Silva (anna.silva2@gsd.nm.gov) for signature
2026-04-24 - 0:01:19 AM GMT

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2026-04-24 - 12:44:18 PM GMT- IP address: 146.75.203.0

Signer Anna Silva (anna.silva2@gsd.nm.gov) entered name at signing as Anna.Silva
2026-04-24 - 7:46:13 PM GMT- IP address: 164.64.62.10

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Document e-signed by Anna.Silva (anna.silva2@gsd.nm.gov)

Signature Date: 2026-04-24 - 7:46:15 PM GMT - Time Source: server- IP address: 164.64.62.10

Document emailed to Marcos Martínez (mdmartinez@santafenm.gov) for signature

2026-04-24 - 7:46:17 PM GMT

Email viewed by Marcos Martínez (mdmartinez@santafenm.gov)

2026-04-24 - 8:06:03 PM GMT- IP address: 63.232.20.2

Document e-signed by Marcos Martínez (mdmartinez@santafenm.gov)

Signature Date: 2026-04-24 - 8:06:26 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2026-04-24 - 8:06:26 PM GMT

QUITCLAIM DEED

The **CITY OF SANTA FE, A MUNICIPAL CORPORATION** (Grantor), whose address is 200 Lincoln Avenue, Santa Fe, New Mexico, 87504-0909, for consideration paid, quitclaims to the **STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT – FACILITIES MANAGEMENT DIVISION** (Grantee), whose address is 2542 Cerrillos Road, Building T-187, Santa Fe, New Mexico 87502, the following described real property within the City and County of Santa Fe, New Mexico, being more particularly described as follows to-wit:

Beginning at a Brass Cap in concrete stamped "NMDOT POT 1619+32.93 PS 12178" located along the southerly boundary of the parcel herein described, thence from said point of beginning, S. 00° 10' 01" E., a distance of 30.03 feet to a Brass Cap in concrete stamped "NMDOT POT 1619+06.14 PS 12178" located along the southerly boundary of the parcel herein described; thence S. 89° 47' 43" W., a distance of 75.84 feet to a Brass Cap in concrete stamped "NMDOT POT 1618+72 PS 12178" located along the southerly boundary of the parcel herein described; thence S. 00° 02' 05" W., a distance of 0.36 feet to a set 5/8 inch rebar; thence N. 89° 57' 55" W., a distance of 230.70 feet to a point; thence N. 89° 57' 55" W., a distance of 137.70 feet to a point; thence along a curve to the Left, with Delta = 005° 26' 14", Length = 184.37', Radius = 1942.86 feet, Chord Bearing = S. 87° 15' 58" W., and Chord = 184.30 feet; thence S. 84° 35' 51" W., a distance of 49.75 feet to a chiseled mark in concrete; thence along a curve to the Right, with Delta = 004° 33' 26", Length = 149.28', Radius = 1876.86 feet, Chord Bearing = S. 86° 52' 34" W., and Chord = 149.24 feet; thence S. 89° 09' 17" W., a distance of 678.16 feet to a 5/8" rebar; thence N. 84° 11' 27" W., a distance of 120.81 feet to a 5/8" rebar; thence S. 89° 09' 17" W., a distance of 120.00 feet to a 5/8" rebar being the southwest corner of the parcel herein described; thence N. 20° 01' 50" W., a distance of 357.04 feet to a 5/8" rebar being the northwest corner of the parcel herein described; thence along a curve to the Right, with Delta = 90° 00' 00", Length = 39.27', Radius = 25.00 feet, Chord Bearing = N. 24° 58' 10" E., and Chord = 35.36 feet to a 1" diameter iron pipe; thence N. 69° 58' 10" E., a distance of 1178.63 feet to a 5/8" rebar; thence along a curve to the Left, with Delta = 026° 09' 21", Length = 301.27 feet, Radius = 659.41 feet, Chord Bearing = N. 56° 53' 30" E., and Chord = 298.42 feet to a 1" diameter iron pipe; thence N. 43° 48' 50" E., a distance of 6.83 feet to a 5/8" rebar set along the northerly boundary of the parcel herein described; thence S. 66° 48' 49" E., a distance of 1206.65 feet to a ½ rebar being the southeast corner of the parcel herein described; thence S. 26° 35' 59" W., a distance of 459.95 feet to a Brass Cap in concrete stamped "NMDOT DEPT SURVEY POINT"; thence S. 89° 48' 52" W., a distance of 412.82 feet to the point and place of beginning. Being and intended to be the parcel located at 4491 Cerrillos Road, Santa Fe, NM, as shown and delineated on plat entitled "BOUNDARY SURVEY PLAT OF CITY OF SANTA FE LEASE PARCEL PROJECTED SECTION 7 TOWNSHIP 16 NORTH, RANGE 9 EAST, N.M.P.M. CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO..", filed for record on September 24, 2019 as Instrument No. 1897461 in Plat Book 855, page 16, records of Santa Fe County, New Mexico, containing 34.9764 acres more or less.

The above described real estate is conveyed to the Grantee as is, and is subject to covenants, restrictions, rights of way and easements of record. The Grantor having quitclaimed the above described real property to the Grantee for adequate consideration conveyed to Grantor by the Grantee, Grantor declares that this quitclaim deed is freely and fairly made.

Witness my hand and seal this _____ day of _____, 2026.

CITY OF SANTA FE

_____
MICHAEL GARCIA, MAYOR

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM:

_____
MARCOS MARTINEZ, CITY ATTORNEY

ACKNOWLEDGMENT

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

This instrument was acknowledged before me this _____ day of _____, 2026 by Michael Garcia, Mayor of the City of Santa Fe.

My Commission Expires: _____

Notary Public _____
(Seal)

CITY OF SANTA FE, NEW MEXICO
SCRIVENER'S NOTE
ORDINANCE NO. 2026-4
2768 Agua Fria Rezoning – Case No. 2025-8901

Mayor and Members of the City Council:

In relation to Ordinance No. 2026-4:

AN ORDINANCE REZONING AN APPROXIMATELY 4.12-ACRE TRACT OF LAND LOCATED AT 2768 AGUA FRIA, FROM M-U (MIXED-USE) TO C-2 (GENERAL COMMERCIAL) (CASE NO. 2025-8902).

The following scrivener's error correction(s) are hereby incorporated into Ordinance No. 2026-4:

1. After page 2, ***insert*** "Attachment A", making it page 3.

APPROVED:

Marcos D. Martinez
Marcos D. Martinez (Apr 22, 2026 14:29:12 MDT)
MARCOS MARTÍNEZ, CITY ATTORNEY

DATE: 04/22/2026

APPROVED:

GERALYN CARDENAS, CITY CLERK

DATE: 04/22/2026

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2026-04

AN ORDINANCE

REZONING AN APPROXIMATELY 4.12-ACRE TRACT OF LAND LOCATED AT 2768 AGUA FRIA, FROM M-U (MIXED-USE) TO C-2 (GENERAL COMMERCIAL) (CASE NO. 2025-8902).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The real property located at 2768 Agua Fria within the municipal boundaries of the city of Santa Fe (the "Property"), more particularly described in Attachment A, incorporated herein, which is restricted to and classified as M-U, is now restricted to and reclassified as C-2

Section 2. The official zoning map of the city of Santa Fe adopted by Ordinance No. 2001-27 is amended to conform to the change of zoning classification for the Property set forth in Section 1 of this Ordinance.

Section 3. Pursuant to SFCC 1987, Section 2-2.4, this Ordinance shall be published by title and general summary and shall become effective five (5) days after publication.

PASSED, APPROVED, AND ADOPTED this 11th day of February, 2026.

MICHAEL GARCIA, MAYOR

ATTEST:

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Feb 16, 2026 07:39:15 MST)

MARCOS MARTINEZ, INTERIM CITY ATTORNEY

Bill No. 2025-24

Legislation/ Land Use Legislation/Ordinances/2026-04(O)//2768 Agua Fria Rezoning

ATTACHMENT A **City of Santa Fe, New Mexico**

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

Alan Webber, Mayor

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

CERTIFICATE OF COMPLIANCE AS LEGAL LOT OF RECORD

RE: Legal Lot of Record status for a parcel identified as 2768 Agua Fria Street, depicted as Lot 38 on a boundary Survey Plat prepared for Department of the Interior Bureau of Land Management in 1995 **recorded in Book 318, Page 32 as instrument number 921.975, records of Santa Fe County, New Mexico** on October 18, 1995 (hereinafter, the "Property").

In compliance with Subsection 14-3.7(A)(7) of the Santa Fe City Code ("SFCC") this Certificate of Compliance documents status as a legal lot of record for the Property.

This Planning Commission ("Commission") considered the following documents:

1. Survey Plat prepared for Richard P. Cook showing the split of Lot 2 into 2-A, 2-B, and the consolidation of Lot 1 with the remainder of Lot 2 to form lot 1-2-C all within a portion of projected section 22, T/17N, R.9E, N.M.P.M. recorded by the Office of the Santa Fe County Clerk on September 16, 1994, recorded in Book 286, Page 2 as Instrument Number 877873.
2. Amended Cook's Industrial Subdivision recorded by the County of Santa Fe August 20, 1985, in Book 156, Page 12 as instrument number 574,639.
3. Lot Line Adjustment of Tract 3 Lot 2, tract 3 Lot 1A and PC 2838 TR. 5 recorded by the County of Santa Fe on May 1, 1998, in Book 385, Page 35, as instrument number 1022556.
4. Quitclaim Deed "Otila M. Quintana, daughter of Inex Montoya, and Juan B. Quintana, her husband for consideration paid, quitclaim to Maria Magdalena B. Montoya (now Arias)" recorded by the County of Santa Fe on August 24, 1962, as instrument number 258,868.
5. Lot Split Survey for Lawrence Boyd of Lot 36 recorded b the County of Santa Fe on September 16, 2008, on September 16, 2008, in Book 690, Page 4 as instrument number 1538,57.
6. Warranty Deed, "Santos I. Montoya, a married man dealing in his sole and separate property and Maclovio Montoya, a married man for consideration paid grant to Santos I. Montoya and Marie Montoya, husband and wife, and Maclovio Montoya and Juanita Montoya, husband and wife as joint tenants" recorded by the County of Santa Fe on April 30, 1998, in Book 1486, Page 202 as instrument 1022377.
7. Warranty Deed, "Maclovio B. Montoya and Juanita T. Montoya for consideration paid grant to Santos I. Montoya" recorded by the County of Santa Fe on August 5, 1974, in Book 314, Page 146.
8. Warranty Deed "Samarkand Properties Ltd. for consideration paid grants to Thanh Long Nguyen and Lan Kim Nguyen, husband and wife" recorded by the County of Santa Fe on May 10, 1994, in Book 1055, Page 112-113 as instrument number 862,179.

SFC CLERK RECORDED 09/11/2024

SFCC 1987, §14-3.7(A)(7)(b) allows the Planning Commission to issue a certificate of compliance "for a lot or contiguous lots that have been created in violation of the procedural requirements of this section if it determines that the lots comply with all other applicable standards of Chapter 14 or it imposes conditions of approval necessary to ensure such compliance."

Following a public hearing on April 4, 2024, in which the Commission considered the above-referenced documents, heard reports from city staff and the applicant, and opened the floor the public comment, the Commission found that the Property was "[a] lot that was created in such a manner that would today qualify for a lot split the City of Santa Fe's Family Transfer Subdivision Ordinance," and that it therefore met the applicable criteria under SFCC 1987, §14-3.7(A)(7)(b). The lot is granted compliance with the City of Santa Fe Zoning Ordinance.

Approval of the Certificate of Compliance makes no determination regarding the conformity or lack thereof pertaining to development or structures on the property.

Janet Clow 9/5/24

Janet Clow, Chair, City of Santa Fe Planning Commission Date

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

SUBSCRIBED AND SWORN to before me this 5 day of September 2024.

By Janet Clow.

Notary Public

My Commission Expires:
5/30/28

DANIEL A ESQUIBEL
Notary Public
State of New Mexico
Comm. # 2003334
My Comm. Exp. May 30, 2028

SFC CLERK RECORDED 09/11/2024

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
CERTIFICATE OF COMPLIA
PAGES: 2

I Hereby Certify That This Instrument Was Filed for Record On The 11TH Day Of September, 2024 at 09:45:27 AM
And Was Duly Recorded as Instrument # 2041564
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy County Clerk, Santa Fe, NM

Date: April 9, 2026

To: Governing Body, Quality of Life Committee, Finance Committee

From: Carly Venditti, Metropolitan Redevelopment Agency Deputy Director CAV

Via: Andrea Phillips, Deputy City Manager ANDREA PHILLIPS

RE: Installation of Banners at Midtown

EXECUTIVE SUMMARY:

This resolution would approve installing fifty (50) banners on City owned light poles, on the Midtown Campus to promote the opening of new businesses and draw attention to the Midtown Campus.

BACKGROUND:

Section 14-7.6 of the City's Code allows installing banners on City property when erected by the City or a City permittee and if approved by the Governing Body via resolution. Under the City's Code, a resolution approving banner installation must include the dates of display, location, number, design approval process, installation, maintenance, and cost of installation.

The proposed resolution addresses the required elements for placing banners on the Midtown Campus as follows:

- The dates of display will be June 1, 2026, through June 1, 2027;
- The location is on City-owned light poles on the Midtown Campus;
- Fifty (50) banners total, one banner is allowed per light pole;
- The design of the banners has been approved by the Planning and Land Use Director and City Attorney as conforming to all applicable requirements and restrictions; and
- The City is responsible for the installation of the banners, and for replacing banners that become damaged, defaced, or are in any form of disrepair at its expense.
- The Metropolitan Redevelopment Agency has allocated ten thousand dollars ($10,000) to install and maintain banners across the Midtown Campus.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Amanda Chavez

A RESOLUTION

AUTHORIZING THE INSTALLATION OF FIFTY BANNERS FROM JUNE 1, 2026 TO JUNE 1, 2027, ON CITY OF SANTA FE-OWNED LIGHT POLES, ON THE MIDTOWN CAMPUS TO PROMOTE THE OPENING OF NEW BUSINESSES AND DRAW ATTENTION TO THE MIDTOWN CAMPUS.

WHEREAS, SFCC 1987, Section 14-7.6, allows permittees or the City of Santa Fe ("City") to install banners if the Governing Body adopts a Resolution, approving the banners; and

WHEREAS, SFCC 1987, Section 14-9.3 "General Definitions", defines a "Banner" as "a temporary sign no larger than eighteen (18) square feet made of flexible material (cloth, paper, vinal, or other lightweight, non-ridged material) on which information relating to an event, function, or activity is painted or printed, which projects from, hangs from, or is affixed to a City-owned support structure"; and

WHEREAS, the Resolution banners installation must approve the banners' dates of display, location, number, design, installation, maintenance, and cost; and

WHEREAS, the City's Metropolitan Redevelopment Agency wishes to install banners to promote the opening of new businesses, including Tender Fire Kitchen, the Screen, and the New

Mexico Innovation Hub in Benildus Hall, and draw attention to the Midtown Campus; and

WHEREAS, the Metropolitan Redevelopment Agency proposes installing fifty (50) banners on light poles on the Midtown Campus.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE approves the following banner design and installation plan:

Dates:	The banners may be displayed from June 1, 2026 through June 1, 2027.
Location:	The banners may be displayed on light poles at the Midtown Campus.
Number:	Fifty (50) total banners may be displayed.
Design Approval Process:	The Planning and Land Use Director and City Attorney have approved the design of the banners conforms with all applicable requirements and restrictions. See Exhibit A.
Installation:	Rustic Nomad may install the banners associated with this request.
Maintenance:	The City shall immediately replace banners that become damaged, defaced, or are in any form of disrepair shall be replaced immediately. The City may remove any banners it deems in disrepair prior to their schedule removal date.
Cost Allocation:	The Metropolitan Redevelopment Agency has allocated ten thousand dollars ($10,000) to install and maintain banners across the Midtown Campus.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martinez

Marcos D. Martinez (Apr 24, 2026 09:11:12 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Installation of Banners at Midtown

MIDTOWN

THE CENTER OF SANTA FE

santafenm.gov/midtown-district

CITY OF SANTA FE

FIR No. 10755.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Installation of Banners at Midtown

Sponsor(s): Councilor Jamie Cassutt and Councilor Amanda Chavez

Reviewing Department(s): Metropolitan Redevelopment Agency

Staff Completing FIR: Carly Venditti, MRA Deputy Director **Date:** 4/9/226 **Phone:** (505) 975-0675

Reviewed by City Attorney: Marcos D. Martinez Marcos D. Martinez (Apr 24, 2026 09:11:12 MDT) **Date:** 04/24/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 24, 2026 09:19:11 MDT) **Date:** 04/24/2026

Summary:
This resolution would approve installing fifty (50) banners on City owned light poles, on the Midtown Campus to promote the opening of new businesses and draw attention to the Midtown Campus. The banners would be hung on light poles on the Midtown Campus from June 1, 2026, through June 1, 2027. The request is pursuant to SFCC 1987, Section 14-7.6, which requires the Governing Body to adopt a resolution to permit installing banners on City-owned support structures, such as light poles.

Departments Affected:
Metropolitan Redevelopment Agency

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Metropolitan Redevelopment Agency will not be able to install banners on the Midtown Campus.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The Planning and Land Use Director and City Attorney have approved the form of the banners conform to the applicable requirements and restrictions.

Fiscal Implications:
The Metropolitan Redevelopment Agency has allocated ten thousand dollars ($10,000) to install and maintain banners across the Midtown Campus.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$7,699.66	$	$				
Operating	$ 1,250	$	$				$
Total:	$ 8,949.66	$	$				$ 8,949.66

Expenditure Narrative:
The Metropolitan Redevelopment Agency has $8,949.66 for the creation of 50 "Midtown" banners including the fabrication, installation, and repair of the existing banner infrastructure on the Midtown campus. An excess of banners was produced so any damaged banners over the course of the year may be replaced and the aesthetics of these may remain presentable.

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: Carly Venditti

Email: cavenditti@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: April 23, 2026

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee, Economic Development Advisory Committee, and Arts Commission

From: Carly Venditti, Metropolitan Redevelopment Agency, Deputy Director CAV

Via: Brian Moya, Interim City Manager BM

RE: A Bill Approving the City of Santa Fe Ground Lease and Development Agreement of certain City-owned property to the Midtown Arts and Design Alliance for a lease term of ten years that may be extended up to fifty years.

EXECUTIVE SUMMARY:
If adopted, the bill would approve the ground lease and development agreement of a city-owned building, the Midtown Visual Arts Center, with Midtown Arts and Design Alliance, LLC. NMSA 1978, Section 3-54-1 requires that the City of Santa Fe ("City") approve the lease of City-owned property with an Ordinance. This bill is created to comply with that statute.

BACKGROUND:
The City and Midtown Arts and Design Alliance (MADA) ("Developer") intends to enter into a Ground Lease and Development Agreement to facilitate the renovation and remodel of the city-owned Visual Arts Center and Barracks on the Midtown Site at 1600 St. Michael's Drive ("Property"). The Property described as the Visual Arts Center and Barracks, are located on parcels K-1a and P-1b, located in the northwest of the Midtown Site; containing approximately 3.37 acres.

As a subsidiary of the Santa Fe Arts Institute (SFAI), the Midtown Arts and Design Alliance has been on the Midtown Site since the close of the Santa Fe University of Art and Design and throughout the community engagement processes that culminated in the Midtown Master Plan (Resolution No. 2022-68) and Community Development Plan (Resolution No. 2023-5), known collectively as the Midtown Redevelopment Plans. The Midtown Redevelopment Plans expressed the will of the community to establish an arts hub including arts and cultural organizations, in addition to cultural organization, activities, and technology that could procure the necessary project team to finance, renovate, lease, and manage the Visual Arts Center and adjacent outdoor spaces.

CITY OF SANTA FE

Memorandum

The City of Santa Fe and the Office of Economic Development launched a Request for Proposals (RFP # 23/17/P) on December 1, 2022, with proposals due February 2, 2023. MADA was the sole respondent to RFP 23/17/P with a variety of stakeholders, non-profit organizations, and community partners included on the proposed project team. An Exclusive Negotiation Agreement (ENA 2023-0548) was solidified between the City of Santa Fe and Developer as of September 5, 2023, upon the recommendation of the Evaluation Committee. This Exclusive Negotiation Agreement was extended multiple times from December 31, 2024, to April 30, 2025, and finally June 30, 2025. The City of Santa Fe and Developer have been collaborating on this proposed Ground Lease and Development Agreement since August 2025.

SUMMARY OF DEVELOPMENT AND DISPOSITION AGREEMENT

A. **Introduction**. The Gound Lease and Development Agreement will set forth the terms and conditions of:
   i. Developer's obligation to renovate and sublease the Visual Arts Center and Barracks facility as defined in the project timeline.
   ii. Lease terms of the Property and management of the property
   iii. The timeline, in relation to the Developer's obligations for the City's infrastructure design and implementation.
   iv. The community benefit requirements that are required of the developer to remain in compliance with the Agreement.

B. **Project Requirements.**

Project Overview: Developer's renovation of the Visual Arts Center will be completed in three separate phases, with the implementation of the Midtown Arts and Design Alliance non-profit organizations entering the site following each phase completion.

- "Phase 1" consists of the renovation of the Tipton Lecture Hall and The Marion Center for the Photographic Arts including heating, ventilation, and air conditioning (HVAC) systems and configuration necessary for Phase 1 tenants.
- "Phase 2" will include the renovation of Tishman Hall, inclusive of the Thaw Art History Center; this renovation will encompass plumbing, heating, ventilation, and air conditioning systems (HVAC), stucco repairs, re-roofing, and mold remediation as necessary.
- "Phase 3" consists of the remediation and renovation of the last remaining Barracks from the Brunn's Army Hospital, this will include new construction and site work.

Financial Security & Ground Control: Developer has the right and intends to complete all phases of the project as defined but will not take ground control of each additional Phase until said Phase reaches 100% financing. In addition to Quarterly Construction Reporting requirements, the

developer must submit an updated Development Budget to the MRA Director with each expansion notice, and an update Operating Budget following the completion of Phase 1.

C. **Community Benefits.**

Community Development Program requirements. The Project and all other developments at Midtown Site are required to comply with the requirements of the Midtown Community Development Plan including without limitation, by implementing or causing to be implemented the Community Development Plan Requirements as a component of the Project

Environmental and Energy Design Requirements. Developer shall comply with Environmental and Energy Design Requirements including LEED Requirements, Photovoltaic requirements, and Stormwater Management as outlined in 10.2.

Tenant/Use Requirements. Operation of the project by the Developer is limited to for-rent retail, commercial and office space available for sublease only to tenants comprising local artists, art, design, creativity, culture, multi-media, technology, and arts-related organizations and industries, and Persons whose primary business or mission is complementary, tenants must be deemed "Qualifying Sublease" under section 10.3.2.

Target Lease Goal. Developer shall use commercially reasonable efforts to sublease approximately 75% of the available leasable space within the Property ("Target Lease Goal") to entities and persons whose organization or business is identified per 10.3.1, who are non-profits or who have a non-profit fiscal sponsorship.

Leasing Requirements. Developer shall use best faith and commercially reasonable efforts to coordinate with the City's Office of Economic Development, community organizations and/or civic organizations to market and promote or to otherwise utilize the available and offered services of such organizations, for the purpose of disseminating information regarding available rentable space at the Project.

D. **Default Remedies.** If Developer defaults in its performance of any obligation under the agreement beyond applicable notice and cure periods, in addition to other remedies available to the City, the City will have the right to terminate the Agreement, upon which the city may retake possession of the Property.
E. **Assignment or Transfer.** The Developer may not sell, transfer, convey, or otherwise dispose of this property as bound by the lease voluntarily or involuntarily without the written consent of the City.

ATTACHMENTS:
Bill)
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-6

INTRODUCED BY:

Mayor Michael Garcia

Councilor Pilar Faulkner

Councilor Jamie Cassutt

A BILL

APPROVING THE GROUND LEASE AND DEVELOPMENT AGREEMENT OF A CITY-OWNED BUILDING, THE MIDTOWN VISUAL ARTS CENTER, WITH MIDTOWN ARTS AND DESIGN ALLIANCE, LLC.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The City of Santa Fe ("City") hereby approves the lease and development of the Midtown Visual Arts Center and further described in Attachment A, to Midtown Arts and Design Alliance, LCC ("Developer"), with the terms described in Section 3 below.

Section 2. Terms of the Ground Lease and Development:

A. Property to be Leased. The City agrees to lease the Midtown Visual Arts Center in the City and County of Santa Fe, New Mexico, being more particularly described as follows to-wit: the real property within the Midtown Site consisting of approximately 3.37 acres of land, together with the Buildings and other existing structures and improvements thereon and rights of ingress and egress appurtenant thereto ("Property"), more particularly described in Attachment A, Exhibit B-2, with the appraisal of the Property included as Attachment B.

underscored material = new [~~bracketed material~~] = delete

B. The purpose of the municipality entering into the ground lease and development agreement. The City issued a request for proposals for the redevelopment of the Midtown Visual Arts Center and Santa Fe Art Institute ("SFAI") responded to that request. The City and SFAI entered into an Exclusive Negotiation Agreement on September 5, 2023, which was extended on December 19, 2024. On August 31, 2023, SFAI created a separate entity, the Midtown Arts and Design Alliance to be the Developer of this project. Pursuant to this ordinance these parties enter into the attached Ground Lease and Development Agreement (Attachment A).

C. Initial Payment and Rent. On the Effective Date, the Developer shall deposit $10,000 with the City to be held by the City until the construction commencement date of the Improvements of Phase 1, at which time the City shall disburse the $10,000 deposit to the Developer. The City acknowledges and agrees that the value of the Developer's performance of the obligations prescribed and agreed to in Attachment A. The City acknowledges receipt of the sum of One Dollar ($1.00) from the Developer for a term of ten (10) years with the option to renew four (4) times.

D. Development of Property. The Developer shall design, finance, develop, construct, operate and manage the project in accordance with the Final Development Plans and Applicable Rules. The Developer shall be responsible, at its sole cost and expense, for the entitlement, development, construction and improvement, management, and operation of the project.

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

Section 4. This Ordinance shall become effective forty-five (45) days after its adoption, unless a referendum election is held pursuant to NMSA 1978, Section 3-54-1.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Apr 24, 2026 14:12:54 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill/Approving Ground Lease of City-Owned Buildings at Midtown

ATTACHMENT A

Recording Requested By,
And When Recorded Return To:

CITY OF SANTA FE
200 LINCOLN AVENUE
SANTA FE, NM 87501
ATTN: CITY ATTORNEY

GROUND LEASE AND DEVELOPMENT AGREEMENT

BY AND BETWEEN

CITY OF SANTA FE

AND

MIDTOWN ARTS AND DESIGN ALLIANCE LLC

Dated: _____, 20

ARTICLE 1 DEFINITIONS
ARTICLE 2 EFFECTIVE DATE; TERM OF AGREEMENT
2.1 Effective Date.
2.2 Recordation.
2.3 Initial Term.
2.4 First Extension Period.
2.5 Additional Extension Periods.
ARTICLE 3 GRANT OF LEASE; EXPANSION OF PROPERTY
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GROUND LEASE AND DEVELOPMENT AGREEMENT

THIS GROUND LEASE AND DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into by and between the **CITY OF SANTA FE**, a charter municipality organized under the laws of the State of New Mexico (the "**City**"), and **MIDTOWN ARTS AND DESIGN ALLIANCE LLC**, a New Mexico limited liability company ("**Developer**"), effective as of the Effective Date (defined below). The City and Developer are sometimes referred to herein individually as a "**Party**" and together as the "**Parties**."

RECITALS

A. The City owns the real property and improvements consisting of approximately 60 acres generally located within the block defined by Cerrillos Road, St. Michaels Drive, Llano Street, Siringo Road, and Camino Carlos Rey in the City of Santa Fe, County of Santa Fe, State of New Mexico, as generally depicted in the Midtown Site Plan attached as **Exhibit A** hereto (the "**Midtown Site**").

B. By Resolution No. 2022-68, approved on November 30, 2022, the governing body of the City (the "**Governing Body**") adopted the Midtown Master Plan (the "**Master Plan**"), which, together with the Midtown Community Development Plan adopted on January 25, 2023 by Resolution No. 2023-5 (the "**Community Development Plan**"), sets forth the City's vision for development of the Midtown Site and establishes certain form-based zoning standards and certain other standards and policies for the future redevelopment of the Midtown Site as a sustainable, pedestrian-friendly, mixed-use neighborhood that provides employment and housing opportunities, improved mobility options, and access to recreation, public spaces, and cultural venues.

C. On August 9, 2023, the Governing Body, by Ordinance No. 2023-21, revised the City of Santa Fe metropolitan redevelopment code (the "**City Redevelopment Code**"), under which the Governing Body updated its ordinance establishing a metropolitan redevelopment agency (the "**MRA**"), comprised of the commission of the MRA (the "**MRA Commission**"), the director of the MRA ("**MRA Director**"), and staff, as the official body for making advisory recommendations to the Governing Body, at such time as the Governing Body approves the redevelopment plan recommended by the MRA Commission, and for taking certain actions delegated to the MRA pursuant to the City Redevelopment Code and the authority provided pursuant to this Agreement.

D. On December 1, 2022, the City issued a Solicitation Request for Proposals: Redevelopment of the Midtown Visual Arts Center, #23/17/P (the "**RFP**"), to, among other things, develop and operate an arts hub that includes arts and cultural organizations and activities, technology and design businesses, within the portion of the Midtown Site depicted on **Exhibit A** (the "**Project Site**") with a goal of strengthening local arts and culture, integrated with technology and multimedia design, and stabilizing the richness of Santa Fe's historic communities (collectively, the "**Stated Objective**"), as more specifically set forth in the RFP.

E. On March 1, 2023, Santa Fe Art Institute, a New Mexico nonprofit corporation ("**SFAI**"), submitted a Technical Proposal, dated February 25, 2023 (the "**Response**"), for the development of the Project Site (the "**Proposed Project**"). The City established an Evaluation Committee to review and evaluate the Response. Based on the RFP, Response, Request for Clarification responses dated March 15, 2023, and an oral presentation on April 11, 2023, the Evaluation Committee determined that SFAI had the experience, qualifications, and capacity to implement the scope of work and achieve the vision and goals articulated in the RFP.

F. The City and SFAI entered into the Exclusive Negotiation Agreement approved by the Governing Body on [September 5], 2023, which was extended on [December 19, 2024] (collectively, the "**ENA**"), for the redevelopment of the Project Site. The ENA included, among other things, that the City and SFAI would negotiate and enter into a disposition and development agreement setting forth the terms, requirements and conditions for the development and operation of the Project Site.

G. On August 31, 2023, SFAI, as organizer, filed with the New Mexico Secretary of State the Articles of Organization of Developer. Developer now desires to enter into this Agreement with the City to carry-out the obligations of Developer hereunder.

H. Developer has completed all predevelopment activities and has submitted all Deliverables as defined in the ENA for the entire Proposed Project.

I Pursuant to the terms of this Agreement, Developer will develop the Project Site in three phases. Each development phase is referred to herein as "**Phase 1**", "**Phase 2**" and "**Phase 3**," respectively, and individually as a "**Phase**" and collectively as "**Phases**". It is Developer's intent to develop all three Phases, subject to securing adequate financing.

J. Pursuant to the terms of this Agreement, Developer will lease the Project Site in three phases. The real property depicted on **Exhibit B-1** and legally described on **Exhibit B-2**, together with all improvements now existing or hereinafter constructed thereon, are referred to herein as the "**Phase 1 Property**", "**Phase 2 Property**" and "**Phase 3 Property**".

K. This Agreement sets forth the terms, conditions, covenants and obligations concerning Developer's lease, redevelopment, operation and sublease of the Property.

L. The City is authorized, pursuant to the City Code (defined below), to enter into a binding disposition and development agreement for the lease, redevelopment, and operation of the Project Site.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree that the foregoing recitals are true and correct and incorporated herein and as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

1.1 "**ADA**" is defined in Section 20.1.

1.2 "**Adjacent Improvements**" means the Midtown ROW Improvements and all other streets, curbs, gutters, sidewalks, streetlights, underground utilities, walls, landscaping and irrigation improvements, irrigation ditches, and all entry, parking and paving facilities, as well as any other improvements not owned by Developer.

1.3 "**Adjacent Land**" includes any adjacent or nearby land, including land owned or maintained by the third parties, governmental entities, utility companies or the City, and any Adjacent Improvements located on the Adjacent Land.

1.4 "**Affiliate**" means any Person (as defined below) which Controls, is Controlled by, or is under common Control with Developer.

1.5 "**Agreement**" is defined in the introductory paragraph.

1.6 "**Applicable Rules**" means, collectively, the provisions of this Agreement and the then-current versions of the following: (a) the City Code, including, but not limited to, the Midtown Local Innovation Corridor District adopted by the Governing Body on October 26, 2016 pursuant to Ordinance No. 2016-39, and all other rules, regulations, ordinances and officially adopted policies of the City; (b) the Master Plan, the Community Development Plan and the Plats, in each case as may be amended pursuant to the City Code and this Agreement; and (c) any and all applicable local, state and federal laws, rules and regulations affecting the Property or otherwise applicable to the Parties. Subject to applicable laws, in the event of a conflict among the Applicable Rules, the more specific standard, limitation or requirement shall govern or prevail to the extent of the conflict. Specifically, the Midtown Master Plan, as amended, shall prevail over any conflicting Applicable Rules. If neither standard is more specific, then the more stringent standard, limitation or requirement shall govern or prevail to the extent of the conflict unless otherwise specified by applicable laws.

1.7 "**Approval Notice**" is defined in Section 6.3.

1.8 "**Approvals**" is defined in Section 6.1.5.

1.9 "**Buildings**" means individually and collectively, the buildings located on the Phase 1 Property commonly known as the Marion Building and the Tipton Building, the buildings located on the Phase 2 Property commonly known as the Tishman Building, and the buildings located on the Phase 3 Property commonly known as Barracks, together with all other buildings and permanent structures located on the Property.

1.10 "**Business Day**" means Monday through Friday and specifically excludes Federal, State, and City holidays and any additional days on which City offices are closed (other than essential services).

1.11 "**City**" is defined in the introductory paragraph.

1.12 "**City Code**" means The Santa Fe City Code of 1987, as amended from time-to-time.

1.13 "**City Manager**" means the person who is described by SFCC, sec. 2-4.

1.14 "**City Parties**" is defined in Section 6.6.

1.15 "**City Redevelopment Code**" is defined in Recital C above.

1.16 "**Claims**" is defined in Section 12.2.

1.17 "**Community Benefit Requirements**" is defined in Section 10.1.

1.18 "**Community Development Plan**" is defined in Recital B above.

1.19 "**Construction Activities**" is defined in Section 11.1.

1.20 "**Construction Commencement**" or "**Commence Construction**" means, with respect to the construction of the applicable Improvements for any Phase, such time as (a) all Approvals required by any Governmental Authorities under the Applicable Rules have been issued for such Phase, including payment of the required fees and the provision of required bonds, and (b) Developer commences work or activities related to the demolition, site work or other construction work on the Property for such Phase.

1.21 "**Construction Commencement Date**" is defined in Section 6.5.2

1.22 "**Control**" or "**Controlling**" (or any similar form thereof) means, when used with respect to any specified Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through delegated management authority, an election process or ownership interests, by contract or otherwise.

1.23 "**Developer**" is the Midtown Arts and Design Alliance, LLC, or its assignee, as provided for in Sections 15.1 and 15.3.

1.24 "**Developer Parties**" is defined in Section 11.1.

1.25 "**Developer's Parent**" means Santa Fe Art Institute, a New Mexico nonprofit corporation, as the sole member of Developer.

1.26 "**Development Timeline**" is defined in Section 6.2.1.

1.27 "**Disputes**" is defined in Section 20.26.

1.28 "**Effective Date**" is defined in Section 2.1.

1.29 "**Environmental Laws**" means all federal, state and local environmental, health and safety statutes, as may from time to time be in effect, including but not limited to federal laws such as, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9602 *et seq*., the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601(20)(D), the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 *et seq*., the Federal Water Pollution Control Act, as amended by the Clean Water Act Amendments of 1977, 33 U.S.C. §§ 1251 *et seq*. (CWA), the Clean Air Act of 1966, as amended, 42 U.S.C. §§ 7401 *et seq*., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 *et seq*., the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq*., the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq*., the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq*., and any and all federal, state and local rules, regulations, authorizations, judgments, decrees, court decisions, concessions, grants, franchises, agreements, orders and other governmental restrictions and other agreements relating to the environment or to any Pollutants, as may from time to time be in effect.

1.30 "**Event of Default**" is defined in Section 19.1.

1.31 "**Exclusive Negotiation Agreement, ENA**" is defined in Recital F above.

1.32 "**Final Completion**" means, with respect to the applicable Phase, such time as (a) the Improvements for such Phase have been completed in accordance with the Final Development Plans and the Applicable Rules, subject only to minor punch list items (i.e., items that, individually and in the aggregate, do not and will not prohibit, delay or adversely affect, under the Applicable Rules, the commencement and continued operation of business for the permitted use and can be corrected and completed within 60 days after identification), and if applicable, any land dedications required to be made and accepted by the City in accordance with the Applicable Rules, (b) a final or temporary certificate of occupancy (or its equivalent as the context requires) for all components of the applicable Improvements has been issued, (c) Developer has obtained all required approvals, permits, licenses, and certificates of any Governmental Authorities required under the Applicable Rules for the lawful occupancy and use of the applicable Improvements and applicable portion of the Property for its intended purpose, (d) the Developer has completed all obligations and liabilities of Developer set forth in this Agreement with respect to the Improvements for the applicable Phase to the City Manager's satisfaction, and (e) Developer has hosted a ribbon cutting ceremony in coordination with the City.

1.33 "**Final Completion Date**" means the date Developer achieves Final Completion of the Improvements with the applicable Phase.

1.34 "**Final Development Plans**" is defined in Section 6.3.2.

1.35 "**Financial Statements**" is defined in Section 19.1.4.

1.36 "Fiscal Sponsorship" means a partnership where a larger, established 501(c)(3) nonprofit (the fiscal sponsor) lends its tax-exempt status and administrative resources to smaller charitable projects, allowing them to receive grants and tax-deductible donations without forming their own corporation.

1.37 "**Force Majeure Event**" is defined in Section 20.13.

1.38 "**Gas Loop Declaration**" is defined in Section 9.2.

1.39 "G**as Loop Regulations**" is defined in Section 9.2.

1.40 "**Governance Documents**" is defined in Section 7.1.4.

1.41 "**Governing Body**" is defined in Recital B above.

1.42 "**Governmental Authorities**" means any and all federal, state, county, city, town, other municipal corporation, governmental or quasi-governmental board, agency, authority, department or body having jurisdiction over the Project.

1.43 "**Improvements**" means, individually or collectively, as applicable, the Quasi-Public Improvements for Phase 1, Phase 2 and Phase 3, or the applicable portion thereof.

1.44 "**IPRA**" means the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978).

1.45 "**Liabilities**" is defined in Section 6.6.

1.46 "**Lien**" is defined in Article 18.

1.47 "**Master Plan**" is defined in Recital B above.

1.48 "**Midtown Gas Loop**" is defined in Section 9.2.

1.49 "**Midtown ROW Improvements**" is defined in Section 9.1.

1.50 "**Midtown Site**" is defined in Recital A above.

1.51 "**MRA-Approved Development Plans**" is defined in Section 6.3.1.

1.52 "**MRA**" is defined in Recital C above.

1.53 "**MRA Director**" is defined in Recital C above.

1.54 "**Official Records**" means the Clerk's Office of Santa Fe County, New Mexico.

1.55 "**Party**" and "**Parties**" are defined in the introductory paragraph.

1.56 "**Person**" means any individual, partnership, corporation, limited liability company, trust, estate, other legal entity or Governmental Authorities.

1.57 "**Phase**" is defined in Recital H above.

1.58 "**Phase 1**", "**Phase 2**", and "**Phase 3**" are defined in Recital H above.

1.59 "**Plans and Specifications**" means collectively any and all plans, site plans, specifications, architectural drawings, renderings, plans, plats, agreements, contracts, permits, certificates, entitlements and approvals, reports, assessments, studies, and surveys relating to the Property.

1.60 "**Plats**" means (i) the Lot Split to create TRACTS P-1a and P-1b of EXISTING TRACT P-1 within Projected Section 34, T.17N., R.9E, N.M.P.M., Midtown Site, Santa Fe County, New Mexico November 2024, recorded in the Official Records on February 12, 2025 as Instrument No. 2052666, and (ii) the Lot Split to create TRACTS K-1a and K-1b PLAT OF EXISTING TRACT K-1, within Projected Section 34, T.17N., R.9E, N.M.P.M., Midtown Site, Santa Fe County, New Mexico November 2024, recorded in the Official Records on February 12, 2025 as Instrument No. 2052669.

1.61 "**Pollutant**" means any material, waste or substance that is now or may become regulated or governed by any Environmental Laws, or the presence of which requires investigation under any Environmental Laws, or any flammable, explosive, corrosive, reactive, carcinogenic, radioactive material, hazardous waste, toxic substance or related material and any other substance or material defined or designated as a hazardous or toxic substance, material or waste by any Environmental Laws.

1.62 "**Preliminary Development Plans**" means a preliminary development plan, as such term is used in Chapter 14 of the City Code, that includes a detailed development program with square footage of building area, space types, and uses, and any requirements therefor set forth in the Master Plan and Community Development Plan.

1.63 "**Prohibited Person**" means any of the following: (a) a Person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the "**Executive Order**"); (b) a Person owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a Person that is named as a "specially designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control ("**OFAC**") at its official website, https://ofac.treasury.gov/sanctions-list-service; (d) a Person that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a Person that is affiliated with any person or entity identified in clause (a), (b), (c) and/or (d) above.

1.64 "**Project**" means the Proposed Project, as developed and operated by Developer pursuant to the terms of this Agreement, including, but not limited to Developer's obligations under Article 8 and Article 10.

1.65 "**Project Standards**" means the general standards of quality for construction, including all materials used therein, maintenance, operations, security and other activities applicable to the Project's use, in a first-class manner consistent with reputable business standards and practices typical of similar projects within the Santa Fe metropolitan area.

1.66 "**Property**" means the real property within the Midtown Site consisting of approximately 3.37 acres of land, together with the Buildings and other existing structures and improvements thereon and rights of ingress and egress appurtenant thereto, generally depicted on **Exhibit B-1** and more particularly described on **Exhibit B-2**.

1.67 "**Proposed Project**" is defined in Recital E above.

1.68 "**Quarterly Construction Report**" is defined in Section 19.1.1.

1.69 "**Report**" is defined in Section 19.1.1.

1.70 "**RFP**" is defined in Recital D above.

1.71 "**SFAI**" is defined in Recital E above.

1.72 "**Substantial Completion Deadline**" means, with respect to each Phase, the 'End' date set forth in the Construction Timeline for the construction period of such Phase, provided that the "Substantial Completion Deadline" shall be extended by one day for each day during which a properly declared Force Majeure Event remains ongoing.

1.73 "**Term**" means collectively, all Extension Terms , together with the Initial Term.

1.74 "**Termination Event**" is defined in Section 20.2.1(a).

1.75 "**TIF District**" is defined in Section 10.6.

1.76 "**Transfer**" is defined in Section 15.1.

1.77 "**Utilities**" is defined in Section 11.3.

ARTICLE 2
EFFECTIVE DATE; TERM OF AGREEMENT

2.1 Effective Date.

This Agreement shall become effective on the date that is 45 days after the Governing Body adopts an ordinance approving this Agreement (the "**Effective Date**"); provided, however, if a referendum

election is held, as required by Section 3-54-1, NMSA 1978, the Effective Date shall be suspended pending the outcome of the referendum election. If the results of the election are in favor of this Agreement, the Effective Date will commence on the date of the certification of a favorable election. If the referendum election results are against this Agreement, this Agreement shall be immediately null and void.

2.2 Recordation.

Promptly after the Effective Date, the City shall record an executed original of this Agreement in the Official Records. All amendments, transfers, and assignments hereto must be in writing signed by the appropriate officers of the City and Developer in a form suitable for recordation in the Official Records.

2.3 Initial Term.

The initial term of this Agreement (the "**Initial Term**") shall be 10 years, commencing at 12:00 p.m. Mountain Time on the Effective Date and ending at 11:59 a.m. Mountain Time on the 10th anniversary of the Effective Date (the "**Expiration Date**"), unless earlier terminated in accordance with the terms and conditions hereof.

2.4 First Extension Period.

Provided (a) this Agreement has not been earlier terminated or canceled, and (b) no uncured Event of Default or other event exists that, but for the passage of time or the giving of notice, would constitute an Event of Default, the Initial Term shall automatically extend for an additional 10-year period (the "**First Extension Period**").

2.5 Additional Extension Periods.

Provided (a) this Agreement has not been earlier terminated or canceled, and (b) no uncured Event of Default or other event exists that, but for the passage of time or the giving of notice, would constitute an Event of Default, each Extension Term shall be automatically extended for three consecutive periods of ten years each (each, an "**Extension Term**"), and Developer must provide the City notice of each exercised extension term. If Developer elects not to extend the then-current Term for an Extension Term, Developer must deliver written notice to the City not less than 12 months but not sooner than 18 months prior to the expiration date of the then-current Term. This Agreement shall be extended for the length of the applicable Extension Term on the same terms, conditions and covenants set forth in this Agreement, except that after the third Extension Term, any extension of this Agreement will require the approval of the Governing Body.

ARTICLE 3
GRANT OF LEASE; EXPANSION OF PROPERTY

3.1 Grant of Lease.

Subject to the terms and conditions set forth in this Agreement, the City hereby leases to Developer, and Developer leases from the City, for the Term, the Property located in the City and County of Santa Fe, New Mexico, and more particularly described on **Exhibit B-2**.

3.2 Expansion Options.

3.2.1 Subject to the terms and conditions of this Agreement, Developer intends to and has the option, but not the obligation, to expand the leased Property (each, an "**Expansion Option**") to include the Phase 2 Property and the Phase 3 Property (each, an "**Expansion Property**") under the terms of this Section 3.2. If Developer desires to exercise an Expansion Option, Developer shall, [at least 30 days before the 'End' date specified in the Construction Timeline for '100% Funding' for the applicable Phase (each, an "**Expansion Deadline)]**, deliver written notice to the City of its exercise of an Expansion Option and the Expansion Property to be included as part of the Property (each, an "**Expansion Notice**"). If Developer does not deliver an Expansion Notice for the Phase 2 Property or Phase 3 Property by the applicable Expansion Deadline, Developer shall have no further Expansion Options to expand the Property and this Section 3.2 shall be of no further force or effect.

3.2.2 Provided that this Agreement has not been earlier terminated and Developer has satisfied and in compliance with each of the Conditions Precedent, Developer and the City shall execute and record in the real property records of the Clerk's Office of Santa Fe County, New Mexico (the "**Official Records**") an amendment to this Agreement (each, an "**Expansion Amendment**"), to be effective upon recordation (as applicable, the "**Expansion Effective Date**"), that replaces the then-existing legal description attached hereto as **Exhibit B-2** (the "**Pre-Expansion Property**") with a legal description that contains the Pre-Expansion Property *and* the applicable Expansion Property. From and after each Expansion Effective Date, (a) all references in this Agreement to the "Property" shall refer to and include the Pre-Expansion Property and the applicable Expansion Property, (b) all references in this Agreement to the "Buildings" shall refer to and include the Buildings located on Pre-Expansion Property and the applicable Expansion Property, (c) Developer's lease of the Property, on and subject to the terms and conditions this Agreement, shall apply to the Pre-Expansion Property and the applicable Expansion Property, except that Developer's Expansion Option for the Expansion Property made a part of the "Property" pursuant to the applicable Expansion Amendment shall be deemed exercised and of no further force or effect, and (d) the term of this Agreement with respect to any Expansion Property added to the Property shall commence at 12:00 p.m. Mountain Time on such Expansion Effective Date and expire at 11:59 a.m. Mountain Time on the Expiration Date, unless earlier terminated in accordance with the terms and conditions hereof.

3.2.3 The City shall deliver possession of the applicable Expansion Property within 90 days following the applicable Expansion Notice, unless it is unable to do so due to a Force Majeure Event in which case the City shall deliver possession of the applicable Expansion Property as soon as reasonably possible.

3.3 Surrender.

Upon the expiration or earlier termination of this Agreement, Developer shall peaceably and quietly leave, surrender and deliver such Property to the City, together with all alterations, changes, additions and improvements located thereon, all of the foregoing to be surrendered in good and sufficient repair, order and condition, reasonable use, wear and tear excepted, and free of liens and occupants. Notwithstanding the foregoing, on or prior to the expiration or earlier termination of this Agreement, Developer shall have the right to remove any and all personal property of Developer. Developer shall pay for the cost to repair or remedy any damage caused by Developer's removal of any such personal property, providing that no item may be removed if its removal would impair the structural integrity of any Building or any part thereof. All personal property not so removed shall be deemed abandoned and may either be retained by the City as its property or disposed of, without accountability, in such manner as the City may see fit.

3.4 Furniture, Fixtures & Equipment.

The City hereby acknowledges the accuracy of all existing furniture, fixtures and equipment on the Property as set forth on **Exhibit F**. At least 90 days prior to Construction Commencement for Phase I the Developer and the City will meet on the Property to review the furniture, fixtures and equipment and prepare a mutually agreed upon inventory of the furniture, fixtures and equipment that is to stay with the Property (the "**City FF&E**") and a separate inventory that can be removed by the Developer ("Non-City FF&E"). The City FF&E shall remain the property of the City. Developer shall maintain the City FF&E in good order and repair and provide insurance coverage for the City FF&E. All other furniture, fixtures and equipment listed on Exhibit F (Non-City FF&E) shall be conveyed by the City to the Developer pursuant to a Bill of Sale. The City Manager is authorized to execute this aforementioned Bill of Sale. The Developer may utilize or dispose of such furniture, fixtures and equipment without further consent of the City. Library and art collections, which are not contained in Exhibit F, will remain the property of the City and the City will be responsible to move such items from the property prior to Construction Commencement for Phase 1.

3.5 No Warranties as to Property; As-Is.

Except as otherwise expressly provided in this Agreement, the Property, including any Expansion Property, is and shall be delivered by the City to Developer in "as-is" condition, with no warranty expressed or implied by the City, including without limitation, the presence of Pollutants, the existence of refuse, or the condition of the soil, its geology, the presence of known or unknown seismic faults, or the suitability of the Property for the Project. Subject to the City's completion of the City Project Obligations set forth in Article 8, Developer (a) agrees to accept the Property, including any Expansion Property, in its condition and state of repair existing as of the applicable Expansion Effective Date and (b) understands and agrees that the City shall not be required to perform any work, supply any materials, or incur any expense to prepare such space for Developer's occupancy.

ARTICLE 4
RENT

4.1 Rent

4.1.1 *Initial Payment*. On the Effective Date, Developer shall deposit $10,000 with the City to be held by the City until the Construction Commencement Date of the Improvements for Phase 1, at which time the City shall disburse the $10,000 deposit to Developer. Notwithstanding the foregoing, if Developer fails to commence construction of the Improvements for Phase 1 by the Construction Commencement Date for Phase 1, such failure shall constitute an Event of Default pursuant to Section 20.1.1(d), and the City shall, in addition to its remedies under Section 20.2, be entitled to retain the Deposit.

4.1.2 *Rent*. The City acknowledges and agrees that the value of Developer's performance of the obligations prescribed and agreed to in this Agreement (including without limitation, the obligation to construct the Improvements is not less than the fair market value of the leasehold interest in the Property being leased by the City to Developer hereunder, and constitutes in-kind rent paid to the City in exchange for the leasehold interest being granted by this Agreement, rather than rent paid in cash (collectively, the "**In-Kind Rent**"). The City hereby acknowledges receipt of the sum of One Dollar ($1.00) from Developer, representing the full amount of cash rent due hereunder for the entire Term hereof, including any Extension Term(s) (the "**Cash Rent**", and together with the In-Kind Rent, collectively the "**Base Rent**").

4.1.3 *Costs*. In addition to the Base Rent, Developer will be required to pay all costs and expenses for the design, development, construction, operation, leasing, occupancy and use of the Property (collectively, "**Costs**"). Developer acknowledges and agrees that the City shall have no obligation to pay any such Costs. Developer shall pay prior to delinquency all such Costs without notice or demand by the City and without offset, counterclaim, abatement, suspension, deduction, or defense hereunder.

ARTICLE 5
CONDITIONS PRECEDENT TO EXPANSION AND CONSTRUCTION

5.1 Conditions Precedent

. Prior to the Construction Commencement Date for Phase 1 and each Expansion Effective Date, with respect to Phase 2 and Phase 3, as applicable, Developer shall have satisfied each of the following conditions precedent (the "**Conditions Precedent**"):

5.1.1 Developer shall provide to the City or its designee (a) such documentation as the City or its designee may reasonably require, including, without limitation, Developer's financial statements (i.e., balance sheet, a statement of income, and contingent obligations in each case prepared in accordance with generally accepted accounting principles, consistently applied (collectively, "**Financial Statements**"), (b) the total project construction budget for such Phase and evidence of capital and/or a legally binding, firm loan commitment made to Developer showing Developer has secured available funds in an amount sufficient to complete the applicable Improvements in accordance with the Final Development Plans for such Phase and cost of Improvements and (c) a cash bond or a bond from a surety licensed in the State of New Mexico, securing the performance of the applicable obligation hereunder in an amount equal to the Phase Project Costs, on a form substantially similar to the form of bond attached hereto as **Exhibit E** or otherwise substantially in the form required by the City under

then-current City standards (i.e., as of the date civil plans are approved for the applicable Improvements) (as applicable, a "**Bond**");

5.1.2 Developer is in compliance in all material respects with Developer's obligations under this Agreement, including without limitation, the Community Benefit Requirements;

5.1.3 All of Developer's representations and warranties contained in this Agreement shall be true and correct in all material respects as of the Construction Commencement Date or the Expansion Effective Date, as applicable, subject only to appropriate modifications permitted under this Agreement; and

5.1.4 No uncured Event of Default or other event exists that, but for the passage of time or the giving of notice, would constitute an Event of Default.

ARTICLE 6
DEVELOPMENT PROGRAM; DEVELOPER RESPONSIBILITIES

6.1 Developer Responsibilities

.Developer shall design, finance, develop, construct, operate and manage the Project in accordance with the [Final Development Plans] and the Applicable Rules. In connection with the foregoing, Developer shall be responsible, at its sole cost and expense, for the entitlement, development, construction and improvement, management, and operation of the Project, including without limitation:

6.1.1 Assembling and managing a Project team with the necessary expertise, experience, and capacity to design, finance, develop, construct, manage, and operate the Project.

6.1.2 Attending and/or facilitating, if required by the Applicable Rules, public forums, hearings, and briefings with relevant stakeholders, adjacent neighborhood associations, the Governing Body, elected officials, City agencies, and other organizations as required to obtain the final approvals and permits for the Project.

6.1.3 Designing and developing all Improvements related to the Project, except as otherwise provided in this Agreement.

6.1.4 Securing all financing for the Project, including pre-development costs, horizontal and vertical development costs, as applicable, and all construction costs, including all soft costs, off-site costs, and infrastructure costs (if any).

6.1.5 Preparing, processing and obtaining in a timely manner all required approvals, permits, licenses, and certificate(s) of any Governmental Authorities relating to the development and construction of the Project required under the Applicable Rules (collectively, as applicable, "**Approvals**"), per Exhibit N.

6.1.6 Constructing the Improvements in accordance with the Approvals, and in compliance with the Project Standards.

6.1.7 Maintaining, preserving and keeping the Project and Improvements in good repair and working order and in a safe condition, ordinary wear and tear excepted, and operating the Project in compliance with the Project Standards.

6.1.8 Operating the Project and implementing the Community Benefits in accordance with Article 10;

6.1.9 Paying all property taxes and other taxes, assessments and other impositions, as may be applicable, associated with the Project in accordance with this Agreement.

6.2 Development Program

6.2.1 Developer shall cause the performance of the work and the Final Completion of the construction and installation of the Improvements in three Phases pursuant to the requirements set forth in the Predesign Report and Development Program attached hereto as **Exhibit G**. Subject to delays caused by a Force Majeure Event, and subject to Developer obtaining adequate financing for the Development Program, Developer shall cause the design, development and construction of the Improvements to be completed according to the Development Timeline attached hereto as **Exhibit H** (the "**Development Timeline**"). Any changes in the Development Program, Exhibit G must be permitted uses per SFCC 14, Table 14-5.5-2 and shall be reported to the MRA Director.

6.2.2 Before pursuing Approvals for any Phase that contain material modifications to the plans and specifications set forth in the Development Program or the Development Timeline, Developer shall, at its sole cost and expense, deliver to the MRA Director a written request for modification (each, a "**Modification Request**") that describes in reasonable detail the requested modifications to the Development Program and/or Development Timeline and the reasoning or purpose therefor. The MRA Director shall review Developer's written request and, within 20 Business Days after its receipt, notify Developer in writing either of the MRA Director's approval of the Modification Request or of any comments or conditions reasonably required by the MRA Director. Developer shall revise the Development Program and/or Development Timeline to incorporate the MRA Director's reasonable comments and return the same to the MRA Director, in such form as the MRA Director reasonably requires, for further review, following which the review, comment and revision procedure detailed above shall continue until the MRA Director has approved the Modification Request. For purposes of this Section 6.2.2, the term "**material modifications**" means any change that would result in (i) the reduction of the target lease goal identified in the Development Program for any Phase by more than 5%, or (ii) the extension of the timeline for Final Completion of any Phase by more than 30 days in the aggregate. Notwithstanding the foregoing, any changes that would result in the reduction of the target lease goal per Article 10.4 identified in the Development Program for any Phase by more than 10%, or the extension of the timeline for Final Completion of any Phase by more than 90 days in the aggregate, will require the approval of the City Manager.

6.3 Development Plans

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6.3.1 At least 30 days before Developer submits its application to the applicable Governmental Authorities for development plan and/or building permit approval for a Phase or phases, Developer shall deliver to the MRA Director its Preliminary Development Plans for each such Phase. Developer may also submit the Preliminary Development Plan for all phases together. The Preliminary Development Plans shall be in a format customarily acceptable to the City of Santa Fe Planning and Land Use Department. The MRA Director shall review each set of Preliminary Development Plans for consistency with the Development Program and the Development Timeline, and shall, within 15 Business Days after its receipt, notify Developer in writing of its approval or disapproval thereof (respectively, as applicable, the "**Approval Notice**" or "**Disapproval Notice**"). Any Disapproval Notice shall identify each inconsistency with the Development Program or Development Timeline on which the disapproval is based. If the MRA Director delivers a Disapproval Notice, Developer shall revise the applicable Preliminary Development Plans accordingly and deliver the Preliminary Development Plans, as revised, to the MRA Director for further review, following which the Approval Notice or Disapproval Notice and revision procedure detailed above shall continue until the MRA Director has delivered an Approval Notice with respect to the applicable Preliminary Development Plans (the "**MRA-Approved Development Plans**").

6.3.2 For each Phase, Developer will submit and provide to the applicable Governmental Authorities the applicable MRA-Approved Development Plans and all necessary applications, plans, reports, and documents required by Chapter 14 of the City Code for Developer's receipt of the Approvals. Any revisions to the MRA-Approved Development Plans required for approvals by the applicable Governmental Authorities in connection with the design or construction of the improvements shall be incorporated into and made a part of the MRA-Approved Development Plans, without further approval of the MRA Director being required, and no further reviews or approvals by the MRA Director shall be required with respect to any Phase following Developer's receipt of the MRA Director's Approval Notice for such Phase. The final MRA-Approved Development Plans, as revised and approved by all applicable Governmental Authorities, may be referred to herein as the "**Final Development Plans**."

6.3.3 Developer may, subject to the MRA Director's prior written approval, submit component (i.e., separate) Preliminary Development Plans for each Building or parcel within a Phase, and not all components of the Phase must be completed or reviewed simultaneously, so long as submissions for all components of a Phase have been made at least 45 days prior to the 'Start' date specified in the Development Timeline for the 'Final Development Plan Approval' of such Phase.

6.4 Governmental Authorities

. Developer acknowledges that Chapter 14 of the City Code sets forth certain review and approval requirements applicable to the Improvements which are not within the jurisdiction or authority of the State of New Mexico Construction Industries Division (the "**State CID**") pursuant to the Construction Industries Licensing Act, Chapter 60, Article 13, NMSA 1978 and Chapter 5, Title 14, N.M. Admin Code, including but not limited to zoning compliance and compliance with City Code provisions applicable to grading, landscaping, lighting, pedestrian and vehicular circulation, parking,

infrastructure serving the site, and open space. Developer shall complete the City review and approval process for each of the foregoing matters. Prior to submission of any application to the State CID for building permits in connection with the construction of the Improvements, Developer shall obtain a letter from the City Planning and Land Use Department confirming that the Final Development Plans comply with said regulations, and Developer acknowledges that Developer is not entitled to commence construction of the Improvements until Developer has obtained such letter.

6.5 Construction Approvals; Construction of Improvements.

6.5.1 *Building Permit Submission Date*. Developer shall submit for building permits and all other Approvals for the Improvements for each Phase no later than 30 days after the approval of the MRA-Approved Development Plans by all applicable Governmental Authorities (with respect to each Phase, the "**Building Permit Submission Date**") or when the Developer obtains 100% of its financing for the phase to be developed, whichever is later.

6.5.2 *Commencement of Construction*. Developer shall Commence Construction for each Phase within 45 days after Developer achieves 100% financing for said Phase (or any component thereof), but Phase 1 construction must commence no later than 18 months after "Effective Date." Developer may, subject to the prior written approval of MRA Director, commence construction for components of a Phase at different times. The date on which Developer is obligated to commence construction with respect to the first building permit obtained for the applicable Phase is referred to herein as the "**Construction Commencement Date**." Developer shall notify City upon achieving 100% financing for each Phase.

6.5.3 *Completion of Construction*. Developer shall provide a critical path schedule showing construction milestones and completion date, prior to commencing construction. Developer shall provide quarterly updates on progress and completion according to the critical path schedule. Developer shall achieve substantial completion of the Improvements (as shall be evidenced by the issuance and receipt of applicable temporary or conditional certificates of occupancy therefor) for each Phase no later than 18 months after construction commencement of each Phase unless extended by a Force Majeure event or otherwise extended by agreement of the parties.

6.5.4 *Inspection Approvals*. Developer shall not be deemed to have achieved Final Completion of any Phase until such time as the City and State CID have inspected and approved the construction or installation of the Improvements applicable to such Phase for which the City or State CID, as applicable, approved the plans pursuant to Section 6.3. For the avoidance of doubt, the City's approval of plans shall not be required for the issuance by the State CID of a temporary or permanent certificate of occupancy but shall be required for Final Completion.

6.6 Defects in Plans

. Developer acknowledges and agrees that neither the City, the MRA nor or any department, governing body, commission, agency, official, officer, employee, agent, representative or volunteer of the City or the MRA (collectively, the "**City Parties**") has made any representation or warranty, through this Agreement or otherwise, concerning the condition of the Property or the sufficiency of the development plans for any purpose, and no such City Parties shall be responsible either to Developer or to third parties in any way for defects in any development plans approved by any of the City Parties, nor for any structural, environmental or other defects in any work performed pursuant thereto. Developer, on behalf of itself and its successors and assigns, hereby waives and releases any claims, encumbrances, liens, demands, suits, judgments, proceedings, damages, losses, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees and court costs) of any kind or nature (collectively, "**Liabilities**") against the City Parties for any monetary damages or compensation as a result of defects in such plans, including the violation of any laws or regulations, and for defects in any work done according to the such plans. The provisions of this Section shall survive any expiration or termination of this Agreement.

6.7 Cooperation with the City

. Developer shall provide the MRA Director with copies of all applications and submissions for any Approvals sought by or obtained from any Governmental Authorities with respect to the Property, the Improvements, and the Project.

ARTICLE 7
DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1 Developer's Representations

. From and after the Effective Date, Developer represents and warrants to the City that:

7.1.1 Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New Mexico and has its principal office at c/o Santa Fe Art Institute, 1600 St. Michael's Drive, #31, Santa Fe, NM 87505. Developer is a wholly owned subsidiary of Santa Fe Arts Institute, a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of New Mexico and in compliance with all state and federal laws.

7.1.2 Developer has full power and authority to execute, deliver and perform its obligations under this Agreement, and has taken all required entity actions and obtained all required approvals therefor, if any, and no other approvals or consents not obtained by Developer as of the Effective Date are necessary in connection with Developer's execution of or performance of obligations under this Agreement.

7.1.3 The individual signing this Agreement on behalf of Developer is authorized to sign this Agreement on Developer's behalf and to bind Developer hereto, and this Agreement is binding upon and enforceable against Developer in accordance with its terms.

7.1.4 The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and Developer's compliance with the terms and conditions of this Agreement will not violate the terms of Developer's formation and governance documents (collectively, the "**Governance Documents**"), true and complete copies of which have been provided to the MRA Director prior to the Effective Date, or conflict with or result in a breach of any of the terms, conditions, or provisions of any restriction, agreement, or any instrument to which Developer is a party or by which it is bound, nor will it result in the creation or imposition of any prohibited lien, charge, or encumbrance of any nature whatsoever upon the Property or the Project, except for any permitted encumbrances.

7.1.5 Developer shall not amend or change its Governance Documents, including the addition of members or partners, in any manner that would conflict with or result in a breach of the terms of this Agreement.

7.1.6 Developer has not (a) made a general assignment for the benefit of creditors, (b) filed for any voluntary petition in bankruptcy or, to Developer's knowledge, suffered the filing of an involuntary petition by Developer's creditors, (c) suffered the appointment of a receiver to take possession (or the attachment or other judicial seizure) of all, or substantially all, of such Person's assets, (d) admitted in writing its inability to pay its debts as they generally come due or (e) made an offer of settlement, extension or composition to its creditors generally.

7.1.7 There are no legal actions or proceedings pending or, to Developer's knowledge, threatened against Developer which would, if adversely determined, have a material adverse effect on Developer or the ability of Developer to perform its obligations under this Agreement.

7.1.8 Neither any member of the Governing Body nor any officer or employee of the City has any direct, indirect, legal, or beneficial interest in Developer, the Project, this Agreement or in any contract or agreement between the City and Developer or in any franchise, concession, right or privilege of any nature granted by the City to Developer in this Agreement.

7.1.9 Developer is not a Prohibited Person.

7.1.10 This Agreement is entered into by Developer without collusion on the part of Developer with any Person, without fraud and in good faith.

7.1.11 No gratuities, in the form of entertainment, gifts or otherwise, were, or during the Term of this Agreement, will be offered or given by Developer or any agent or representative of Developer to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment in connection with any matter hereunder for which a determination or performance invokes the City's discretion.

7.1.12 All direct and indirect members, managers, directors and/or officers of Developer, as well as all Persons (or their principals) holding an interest in any of the foregoing members and managers (if applicable), are set forth on the organizational structure chart attached hereto as **Exhibit C**, and Developer shall provide the City with written notification of any change of Control of Developer within 30 days after any such change through the Term of this Agreement.

7.1.13 Developer has, or on or before the 'End' date specified in the Construction Timeline will have secured '100% Funding' for the applicable Phase in readily available funds in an amount sufficient to enable Developer to develop and complete the construction of the Improvements for Phase 1 and to pay all fees and expenses necessary or related thereto. Upon or prior to exercising each Expansion Option, Developer shall have secured readily available funds in an amount sufficient to enable Developer to develop and complete the respective Improvements for Phase 2 and Phase 3 and to pay all fees and expenses necessary or related thereto.

ARTICLE 8
DEVELOPER IMPROVEMENTS; PHASES OF DEVELOPMENT PROGRAM

8.1 Construction Standard

. All construction performed in connection with the Project shall be conducted in a good and workmanlike manner, and in compliance with the construction and completion requirements for each Phase of the Project, and in accordance with all Applicable Rules and Project Standards.

8.2 Site Restoration

8.2.1 *Removal of Partially Constructed Improvements.* If Developer Abandons construction of the Project, Developer must, within 60 days after receipt by Developer of written notice from the City, either recommence construction on the Project or: (a) remove any partially constructed or partially completed structures or Improvements from the applicable Phase unless otherwise agreed to in writing by the MRA Director; and (b) perform Site Restoration on that portion of the Phase on which Developer has failed to achieve substantial completion of the applicable structures or other Improvements or related to the expired building permit, all in accordance with plans approved by the City. For purposes of this Agreement, "**Site Restoration**" means and includes the restoring of the original ground or paved hard surface area in compliance with the Project Standards, and includes but is not limited to the removal or elimination of all debris; the remediation and restoration of any environmental conditions; the elimination of conditions that may create a fire or pollution hazard; the minimization of erosion; and any repair, cleanup, backfilling, compaction, and stabilization, paving and other work necessary to place the site in acceptable condition following the conclusion of the work, or the expiration or revocation of the permit.

8.2.2 *Removal and Restoration by City*. In the event Developer fails or refuses to remove any partially completed Project Improvements, or to perform Site Restoration, as required pursuant to Section 8.2.1, the City will have, and is hereby granted, the right, at its option, to: (i) demolish and/or remove any of the partially completed Improvements from any and all portions of the applicable Phase; (ii) perform Site Restoration; and/or (iii) cause the Improvements to be completed in accordance with the applicable final plans. Developer must fully reimburse the City for all costs and expenses, including legal and administrative costs, incurred by the City for such work. If Developer does not so fully reimburse the City, the City will have the right to enforce its rights and remedies under the Bond provided by Developer pursuant to Article 5, as necessary to cause such completion and/or to defray the entire cost of the work, including legal fees and administrative expenses. If Developer does not so

fully reimburse the City, and the Bond proceeds are insufficient or otherwise unavailable to finance such work, then the City will have the right to place a lien on the applicable Phase for all such costs and expenses in the manner provided by law. The rights and remedies provided in this Section 8.2 are in addition to, and not in limitation of, any other rights and remedies otherwise available to the City in this Agreement, at law, and/or in equity.

ARTICLE 9
CITY WORK; COORDINATION

9.1 Right of Way Improvements

. The City intends to develop and construct certain public right of way improvements, storm drainage facilities and related infrastructure within the Midtown Site (the "**Midtown ROW Improvements**"), including without limitation, within the areas generally depicted on **Exhibit J**. As Exhibit J does not include complete design documents, the City will coordinate with the Developer on any necessary modifications based on the final construction documents and both parties will make reasonable efforts to accommodate the other party's needs to improve the property. The City shall use reasonable efforts to provide at least 30 days' written notice to Developer prior to commencing construction of the Midtown ROW Improvements. From and following receipt of such notice, Developer and the City shall mutually cooperate to avoid any interference between the City's construction of the Midtown ROW Improvements and the Developer's activities on the Property.

9.2 Midtown Gas Loop

. Developer acknowledges that the existing natural gas line serving the Midtown Site (the "**Midtown Gas Loop**") is owned and operated by the City of Santa Fe Public Works Department, under procedures, rules and regulations of the New Mexico Public Regulation Commission, Pipeline Safety Bureau, Parts 191 & 192, NMAC 18.60.2, and the Pipeline Safety Act 70-3-10 to 70-3-20 NMSA 1978, 1995 (as may be amended from time to time, the "**Gas Loop Regulations**"). In addition, Developer acknowledges that the City intends to prepare and record a declaration of covenants, conditions and restrictions, or similar instrument (as applicable, the "**Gas Loop Declaration**"), for the purpose of establishing an easement and setting forth certain rights and obligations related to the operation, safety conditions, maintenance, repair, replacement and removal of the Midtown Gas Loop and related facilities in compliance with the Gas Loop Regulations, and the coordination with the City to comply with minimum safety requirements for the operation of, and managing emergencies related to the Midtown Gas Loop. The Gas Loop Declaration, which will encumber the Property and all other properties through which the Midtown Gas Loop runs or are otherwise served, shall be in the form adopted by the City, provided that no provisions thereof shall impose on any developer at the Midtown Site any material obligations or costs. Any alterations made to the Project that require excavation or subsurface work, whether in connection with the Improvements or otherwise, shall be subject to the prior written consent of, and any conditions imposed by, the City of Santa Fe Public Works Department and shall comply with the requirements of the Gas Loop Declaration, if then in effect. Any surface or subsurface alterations required by the Gas Loop Declaration on the Property shall be conducted by the City, or it's agent, and any disturbance of the site and site improvements by the City in conducting said

alterations shall be returned to functioning condition by the City. The City will use reasonable effort to avoid interrupting tenant operations.

ARTICLE 10
COMMUNITY BENEFITS

10.1 Community Development Program Requirements

. The Project and all other developments at Midtown Site are required to comply with the requirements of the Midtown Community Development Plan (the "**Community Development Plan Requirements**"), including without limitation, by implementing or causing to be implemented the Community Development Plan Requirements as a component of the Project (the "**Community Benefits**"). The Community Benefits have been organized to be consistent with the Midtown Community Development Plan organized into the following sections (i) Environment; (ii) Equity; (iii) Economy; and (iv) Culture.

10.2 Environmental and Energy Design Requirements

10.2.1 *LEED Requirements*. Developer shall, concurrently with Developer's submission of Preliminary Development Plans for each Phase, submit to the MRA Director a written affidavit that (a) sets forth Developer's estimate, based on Developer's initial modeling, of the total points the Improvements for such Phase will receive within each of the subcategories designated as 'Required in RFP' on the Project Checklist attached as Appendix A to the Community Development Plan, as such subcategories and point system are further described in the United States Green Building Council (USGBC) Leadership in Environmental and Energy Design: Neighborhood Development (LEED-ND) attached hereto as **Exhibit D** (the "**LEED Requirements**"), and (b) includes the certification of an independent architect or engineer registered or licensed in the State of New Mexico, that, to the best of such architect or engineer's knowledge or belief, after reasonable investigation, the Improvements for such Phase, if constructed and installed in accordance with the Preliminary Development Plans, will satisfy and comply with the applicable LEED Requirements.

10.2.2 *Solar Facility*. Developer shall install one or more solar photovoltaic (PV) systems at the Project, which systems shall: (a) be installed on, and cover a minimum of 50% of, the total square footage of the roof of each Building, or (b) whether installed on the on the roof of each Building or such other location onsite as may be approved in the Final Development Plans, supply a minimum of 50% of the estimated electrical energy demand for each Building, as set forth in estimates prepared and submitted to the MRA Director by a certified engineer, or c) Developer may alternatively comply with purchase of operational solar energy through the PNM Community Solar program or equivalent program, within 18 months of move-in and operations.

10.2.3 *Stormwater Management*. Developer shall follow the guidelines established in the Master Plan (as amended) and Community Development Plan and implement best practices for site construction, as applicable, to ensure that completed stormwater features perform as designed, including implementing procedures to ensure that Developer's contractors avoid pre-compaction of infiltration areas with heavy equipment traffic. Developer shall incorporate water quality treatments meeting the

requirements of the Master Plan. The Preliminary Development Plans for each Phase shall include a technical memorandum with all supporting documentation, modeling results, and drainage calculations related to the feasibility analysis for complying with the rain and stormwater management requirements for all new impervious surfaces, which shall be addressed and submitted to the City as part of the development review process. Said technical memorandum will also include an analysis of feasibility to implement compliance measures, including prohibitive cost and/or lack of sufficient site area. City shall not withhold project approvals unreasonably based on this analysis. All stormwater management documentation and supporting analysis shall be prepared and signed by a registered engineer in the State of New Mexico.

10.3 Tenant/Use Requirements

10.3.1 The Project shall be operated by Developer as for-rent retail, commercial and office space available for sublease only to (collectively, the "**Tenant/Use Requirements**"): (a) tenants comprising local artists, art, design, creativity, culture, multi-media, technology, and arts-related organizations and industries, and Persons whose primary business or mission is complementary to the operations at the film studio under development within the Midtown Site or provides ancillary services to tenants listed here, according to SFCC Sec. 14-5.5(D); (b) tenants that offer, as a primary use, publicly-available on-site educational opportunities in arts, design, cultural programming, technology or multi-media, (c) tenants operating an art studio or art exhibition space; and/or (d) short-term licensees. From and after the substantial completion of construction for each Phase and for the duration of the Term, Developer shall use its best efforts to (i) market, advertise and promote the completed portions of the Buildings within such Phase to prospective tenants that satisfy the Tenant/Use Requirements, (ii) enter into Qualifying Subleases for the sublease of the rentable space at the applicable Buildings to tenants that satisfy the Tenant/Use Requirements, and (iii) keep the Property leased and occupied by tenants under Qualifying Subleases and short-term licenses. Developer shall provide tenant name and use for each sublease it enters into, to the City MRA, within 10 business days of entering into each such sublease.

10.3.2 *Qualifying Sublease*. "**Qualifying Sublease**" means any agreement between Developer, as sublessor, and any Person that satisfies the Tenant/Use Requirements, as sublessee, granting such Person the right to possession of a portion of the rentable space within any Building at the Property, containing the following additional terms:

(a) The tenant shall occupy the portion of rentable space for which possession is granted (the "**Subleased Premises**") on a continuous basis during the term of the agreement and, to the extent such tenant comprises a retail, educational or other use available to the public, shall keep the Subleased Premises open on a regular basis at such times as are customary for similar uses, as may be determined and specified by Developer in its reasonable discretion.

(b) The tenant's use of the Subleased Premises shall be in compliance with all applicable laws (including any Applicable Rules concerning tenant's use of the Subleased Premises or any portion of the Midtown Site).

(c) The term of the agreement shall not, without prior written consent of the MRA Director, extend beyond the Term of this Agreement.

(d) The agreement shall contain a list with the following information applicable to the tenant's operations at the Subleased Premises: (i) the name/type of program(s) in furtherance of the Tenant/Use Requirement (each, a "**Tenant Program**"); (ii) the anticipated number of participants, if applicable, for the Tenant Program; (iii) target demographic of participants, if known, including age, income, minority status (i.e., Hispanic or Indigenous peoples), area of residence (i.e., residents of the Midtown District area, including Hopewell Mann); (iv) estimated cost to implement and operate each Tenant Program.

10.3.3. Short-term Licensees. Short term uses of the property are defined as those uses for 180 days or less

(a) The licensee shall occupy the portion of rentable space for which possession is granted (the "**Licensed Premises**") on a continuous basis during the term of the license and, to the extent such tenant comprises a retail, educational or other use available to the public, shall keep the licensed Premises open on a regular basis at such times as are customary for similar uses, as may be determined and specified by Developer in its reasonable discretion.

(b) The licensee's use of the Licensed Premises shall be in compliance with all applicable laws (including any Applicable Rules concerning tenant's use of the Licensed Premises or any portion of the Midtown Site).

(c) The term of the license agreement shall not extend beyond the Term of this Agreement.

10.4 Target Lease Goal

. Developer shall use commercially reasonable efforts to sublease approximately 75% of the available leasable space within the Property ("**Target Lease Goal**") to entities and persons whose organization or business is identified per 10.3.1, who are non-profits or who have a non-profit fiscal sponsorship; provided, however, Developer may, in keeping with the Stated Objective and with the prior written approval of the MRA Director, increase or decrease the Target Lease Goal to the extent necessary to ensure, at a minimum, that the Project is generating sufficient funds to cover operating costs and fees, replacement and operating reserves, and debt service, as reflected in the annual reporting requirement set forth in Section 19.1.2.

10.5 Leasing Requirements

. Developer shall use best faith and commercially reasonable efforts to coordinate with the City's Office of Economic Development, community organizations and/or civic organizations to market and promote or to otherwise utilize the available and offered services of such organizations, for the purpose of disseminating information regarding available rentable space at the Project.

10.6 Midtown District Assessments

. In the event that the Property is included in a Tax Increment Finance district ("**TIF District**"), Developer shall properly indicate inclusion in the TIF District on all relevant documents submitted to the New Mexico State Department of Tax and Revenue. Developer shall contractually require all tenants occupying the Property to properly indicate inclusion in the TIF District on all relevant documents submitted to the New Mexico State Department of Taxation and Revenue. The City may require Developer to provide proof of compliance with the foregoing obligation.

10.7 Building Names

. Developer, its successors and assigns, shall not change the names of the buildings identified in the definition thereof without the prior written approval of the Governing Body. Notwithstanding the foregoing, Developer may install acknowledgements of donors or supporters on the Property. Developer will provide notice to the MRA Director of location of all acknowledgement locations prior to installation.

ARTICLE 11
MAINTENANCE AND REPAIR OF PROPERTY; UTILITIES

11.1 Maintenance and Repair

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11.1.1 *During Construction*. Developer shall keep the Property, including curbs, gutters, sidewalks comprising the Property or adjacent to the Property, in safe, good and clean condition, free and clear of equipment, building materials, trash, and debris, other than building materials needed immediately for the construction of the Improvements. All building materials stored by Developer Parties (defined below) at the Property shall be kept in a safe and secure manner. At all times during which Developer or any officer, director, manager, member, agent, employee, representative, contractor or subcontractor of Developer, or any other person or entity acting at the direction or with the consent of Developer (each, including Developer, a "**Developer Party**" and, collectively, the "**Developer Parties**"), is engaged in the performance of construction activities ("**Construction Activities**"), Developer shall: (a) bear the exclusive responsibility and expense of keeping roads and access ways within and in the vicinity of the Property in safe and clean condition, reasonably free of dirt, mud, and debris resulting from Developer's Construction Activities, (b) maintain dumpsters or other trash receptacles at all times and empty such dumpsters and trash receptacles at least once per week or more frequently as may be required to prevent overflow and/or blowing refuse, and (c) install a temporary chain link fence and/or other protective barriers and caution signage around applicable construction areas.

11.1.2 *During the Term*. During the Term, except to the extent Developer is performing alterations, modifications, demolition or removal of the Improvements in compliance with this Agreement, Developer shall ensure that (a) the Improvements to be maintained, preserved and kept in good repair and working order and in a safe condition, ordinary wear and tear excepted, including the landscaping and plants on the Property and the sidewalks along the exterior of the Property (including the timely removal of any snow, ice, debris, mold, and standing water). The City shall not, in its capacity as the ground lessor under this Agreement, under any circumstances be required to furnish any services or

facilities or to make any repairs, replacements or alterations of any nature or description in or to the Property, whether ordinary or extraordinary, structural or non-structural, foreseen or unforeseen, or to make any expenditure whatsoever in connection with this Agreement. Notwithstanding the foregoing, as it relates to the Phase 2 Property and the Phase 3 Property, the City shall continue to be responsible for emergency maintenance of the Buildings and Property upon which the Buildings exist until the Developer exercises its Expansion Option and Developer has site control of any of the Expansion Property in question, after which Developer shall take full and sole responsibility for any Expansion Property it has leased from the City pursuant to this Agreement. Developer hereby waives the right to make repairs at the expense of the City, in its capacity as the ground lessor under this Agreement, pursuant to any law in effect at the time of the execution of this Agreement or thereafter enacted, and assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Property. Nothing in this Section 11.1.2 shall be deemed to limit the City's obligations to furnish public services to the Property or the Midtown Site or to make any repairs, replacements or alterations to any public improvements, in each case, in the ordinary course of providing governmental services. Notwithstanding the Developer's obligations, the City has in place and will continue to maintain insurance coverage of the buildings as property owner.

11.1.3 *City Inspection*. The City reserves the right to inspect the Property at any time to verify Developer's compliance with this Section 11.1, with 24-hour notice and during business hours. In the event Developer fails to maintain the Property as required by Applicable Laws, Developer shall be in default hereunder and the City may, at the City's election and in addition to any rights and remedies under Section 20.2, undertake to perform Developer's maintenance obligations at Developer's sole cost, subject to the notice requirements and Developer's right to cure under Section 20.2 Developer shall promptly cooperate with the City if the City undertakes to perform such duties. No action by the City taken pursuant to this Section 11.1.3 shall constitute a waiver of Developer's obligations.

11.2 Damage

11.2.1 At all times during which the Developer Parties are engaged in Construction Activities, Developer shall take reasonable measures to prevent damage to any **Adjacent Land** and Adjacent Improvements. Developer shall immediately notify the MRA Director of the occurrence of any damage to Adjacent Land or Adjacent Improvements. If any Developer Parties damage any portion of the Adjacent Land and/or Adjacent Improvements, Developer shall, at its sole cost and expense, repair such damage and restore the Adjacent Land and/or Adjacent Improvements so damaged to the condition existing immediately prior to the date of such damage ("**Damage Repair**"). Developer shall complete the Damage Repair within 10 days following the occurrence of the damage, or within the number of days identified by the City for the completion of such Damage Repair set forth in a written notice from the City to Developer ("**Repair Deadline**"). If Developer fails to properly complete any Damage Repair by the applicable Repair Deadline, the City may elect, in addition to any rights and remedies the City may have under Section 19.2, to complete the Damage Repair, in which event Developer shall, within 10 days following written notice thereof, reimburse the City for the cost of such Damage Repair plus an administrative fee in an amount equal to 5% of such repair costs. Notwithstanding any provision of this Article 11 to the contrary, if the City determines in its sole

discretion that any damage (a) poses imminent danger to the health, safety or welfare of persons located thereon or persons or property in the vicinity thereof, (b) affects streetlights or underground utilities, or (c) may, if not immediately repaired, result in additional damage to the Property or the Midtown Site, then the City shall have the right, but not the obligation, to immediately repair such damage, without prior notice to Developer or opportunity to cure, in which event Developer shall, within 10 days following receipt of an invoice therefor, reimburse the City for the cost of such repairs plus an administrative fee in an amount equal to 5% of such repair costs. Developer shall indemnify and hold harmless the City Parties from any loss, cost, claim, or damage, including reasonable attorneys' fees, arising from such damage, and shall pay the costs of repairing any damage to the Adjacent Land and/or Adjacent Improvements to the extent such damage results from Construction Activities of Developer or Developer Parties. The provisions of Section 11.2 shall survive the expiration or termination of this Agreement.

11.3 Utilities

11.3.1 *General*. The City is responsible for providing all utilities, including fiber, to the property line of each Phase. Subject to Section 11.3.2 below, Developer shall, at its sole cost and expense, be solely responsible for (a) securing all utility services for the Property (including, without limitation, electricity, gas, communications, water, sanitary and storm sewer) (the "**Utilities**") from available providers, (b) installing, at its sole cost and expense, all service connections, separate meters and other facilities as may be required for delivery to and use at the Property, and (c) all charges for Utilities used, rendered or supplied to the Property during the Term. All charges for Utilities shall be paid by Developer to the relevant providers prior to delinquency.

11.3.2 *Disconnection of Natural Gas*. Developer shall have the right to obtain natural gas service and cause natural gas to be supplied and used at the Property at all times during the period beginning on the Effective Date and ending on the date that the City ceases to provide natural gas service to the Property (the "**Gas Utilization Period**"). Prior to the expiration of the Gas Utilization Period, (i) the City shall, at its sole cost and expense, cause transmission and/or distribution lines to be installed to the Property line with the capacity to transmit the quantity of power at least equivalent to the energy content of the natural gas used at the Property (averaged over the prior one-year period prior to disconnection), and (ii) Developer shall cause all natural gas use at the Property to be terminated and each of the natural gas lines at the Property to be disconnected from the City's connecting distribution lines. Notwithstanding the foregoing, the City shall not under any circumstances be required to make any improvements or alterations at the Property or to the Improvements or reimburse the Developer for any costs in connection therewith, and Developer shall bear the exclusive responsibility and expense of any such alterations or improvements, whether to fixtures or personal property, to the Property and the Improvements. In the event that the City amends the Master Plan to eliminate the requirement for all buildings to be served by electric-only, this project will also have the right to use gas services.

11.3.3 Utility Accounts. Developer shall be responsible for setting up and transferring any applicable utility accounts serving the Property. The City agrees to coordinate with Developer in such efforts.

ARTICLE 12
RELEASE & INDEMNIFICATION

12.1 Release

. Developer releases the City Parties from, and covenants and agrees that the City Parties shall not be liable to Developer for, any loss or damage to property or any injury to or death of any Person or Persons occasioned by any cause whatsoever pertaining to the Project, the Property, the use thereof, or any other transaction contemplated by this Agreement; provided that such release shall not apply to any loss or damage caused by the gross negligence or intentional misconduct of the City Parties.

12.2 General Indemnity

. Developer shall indemnify, defend (with counsel reasonably approved by the City, as applicable) and hold harmless the City Parties from all Liabilities, arising from any all claims ("**Claims**") brought against one or more City Parties by any Persons not a party to this Agreement which arise out of or in connection with the Property or any activities, acts or omissions of any of the Developer Parties; provided, however, such indemnity shall not apply to any Liabilities caused by the gross negligence or intentional misconduct of any City Parties and shall be subject to the limitations of NMSA 1978, Section 56-7-1. Developer's indemnity obligations owing to the City Parties under this Section are not limited by applicable insurance coverage required hereunder. The City shall, after receipt of notice of the existence of a Claim for which it is entitled to indemnity hereunder, notify Developer in writing of the existence of such Claim or commencement of such action.

12.3 Environmental Indemnity

. Developer hereby agrees to indemnify, defend (with counsel reasonably approved by the City, as applicable) and hold harmless the City Parties, from all Liabilities (including, but not limited to expenses, penalties and clean-up costs) arising from and against any and all Claims brought against one or more City Parties related to this Project, arising out of or in any way relating to (a) the presence, release, use, generation, transportation, discharge, storage or as a consequence of disposal by Developer Parties, or the presence of any Pollutants in, on or about the Property occurring as a result of or in connection with Developer Parties' use or occupancy of the Property, and in the removal, remediation and disposal of any Pollutants, and (b) the violation, or alleged violation, of any Environmental Laws relating to the use, generation, release, discharge, storage, disposal or transportation of Pollutants on, under, in or about, to or from the Property or migrating onto or under the Property from neighboring properties or otherwise affecting the Property, to the extent caused or permitted by any Developer Parties.

12.4 Survival

. The provisions of this Article 12 shall survive any expiration or earlier termination of this Agreement.

ARTICLE 13
INSURANCE

During each phase of construction, including all renovation work, and for such other time as specified hereinbelow, Developer shall comply with the following insurance requirements:

13.1 Workers' Compensation.

During the Term, Developer shall, at its sole cost and expense, fully comply with the terms of the laws of the State of New Mexico concerning workers' compensation. Said compliance shall include maintaining in full force and effect one or more policies of insurance insuring against any liability Developer may have for workers' compensation. Said policy shall also include Employer's Liability coverage no less than $1,000,000 per accident; $1,000,000 policy limit bodily injury by disease; $1,000,000 each employee bodily injury by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City and City Parties.

13.2 General Liability Insurance.

During the Term and for a period of 10 years following Final Completion of the Project, Developer shall, at its sole cost and expense, obtain and keep in full force and effect commercial general liability insurance with contractual liability coverage, which policy shall be written on an occurrence basis providing coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, for claims against bodily injury (including death), personal injury, and property damage with limits not less than $2,000,000 per occurrence, $2,000,000 in the aggregate, and Products and Completed Operations of $2,000,000 in the aggregate. Any excess or umbrella coverage shall not include any limitations or exclusions from the primary coverage and shall also be endorsed to name the City Parties as additional insureds.

13.2.1 Developer's Commercial General Liability coverage shall include:

(a) An Aggregate Limit Per Project endorsement;

(b) ISO Additional Insured endorsements with coverage at least as broad as CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or a blanket additional insured endorsement, in each case naming the City Parties as additional insureds, provided that, if the blanket additional insured endorsement is used, premises and operations, as well as products-completed operations coverage must be provided to the City Parties;

(c) A Waiver of Subrogation endorsement in favor of the City Parties or a blanket waiver of subrogation endorsement; and

(d) A Primary, Non-contributory endorsement in favor of the City Parties or a blanket primary, non-contributory endorsement.

13.2.2 Developer's Commercial General Liability policy shall not include the following:

(a) Amendment of Contractual Liability;

(b) Total Pollution Exclusion for Phase 3;

(c) Cross Claims or Cross Suits Liability Exclusion;

(d) X, C, U Exclusion (Explosion, Collapse, and Underground Hazard); and

(e) Subsidence of Soil or Earth Movement Exclusion for Phase 3 work

13.3 Automobile Liability Insurance.

During the Term, in the event Developer utilizes automobiles as part of its operations, use, or occupancy of the Property, Developer shall, at its sole cost and expense, obtain and keep in full force and effect a policy of automobile liability insurance, with a combined single limit (CSL) in the amount of $2,000,000 per accident for bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of this Agreement. Said policy shall include Contractual Liability and the following coverages and endorsements: (a) a Broadened Pollution Coverage endorsement; (b) an endorsement naming the City Parties or a blanket additional insured endorsement; (c) A Waiver of Subrogation endorsement in favor of the City Parties or a blanket waiver of subrogation endorsement; (d) a Primary, Non-contributory endorsement in favor of the City Parties or a blanket primary, non-contributory endorsement; and (e) notice of cancellation/non-renewal to the City, providing 30-days' prior notice of cancellation or non-renewal, excepting only non-payment of premium, which will be 10- days' prior notice.

13.4 Course of Construction/Builder's Risk Insurance.

During all construction and/or renovation work on the Property, Developer shall obtain or cause to be obtained and keep in full force and effect:

13.4.1 Course of Construction/Builder's Risk insurance covering "Special Form" (All Risks) of direct physical loss, including, but not limited to, fire, theft, water, explosion, vandalism, mechanical breakdown, electrical arcing, ordinance or law, in an amount to cover the total value of the construction Project, including all subsequent change orders, without co-insurance penalties. Such coverage shall include all items of labor and material, soft costs such as loss of income, architect and engineering fees, building permits and any other non-recurring costs as may be appropriate for Developer or its Contractor. Said insurance policy shall: (a) include Developer, its contractors and subcontractors, and the City as insureds; (b) be maintained until the completion of the applicable construction; and (c) provide coverage from the time any covered property becomes the responsibility of Developer, and continue without interruption during construction, renovation, or installation.

13.4.2 Contractor's pollution liability policy with limits of at least $2,000,000 per claim and an aggregate limit of $2,000,000 with a deductible not to exceed $25,000. Coverage must be included for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs, arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from

any services or work performed by Developer or its contractors under this Agreement, including the transportation of hazardous wastes, hazardous materials, or contaminants. Developer warrants that any retroactive date applicable to the coverage under the policy is the same as or precedes the Effective Date of this Agreement and that continuous coverage will be maintained and evidence of coverage must be provided for at least five years after termination of this Agreement. If the policy is written on a claims-made basis, and coverage is cancelled or non-renewed and not replaced with another claims-made policy form with a retroactive date on or prior to the Effective Date of this Agreement, Tenant/Developer must purchase an extended reporting period for a minimum of five years after the expiration or termination of the Agreement. The Pollution Liability coverage shall include the following:

13.4.3 ISO Additional Insured endorsements with coverage at least as broad as ISO forms CG 20 10 (ongoing operations) and CG 20 37 (completed operations) naming the City Parties or a blanket additional insured endorsement applicable "when required by written contract or agreement", provided that, if the blanket additional insured endorsement is used, premises and operations as well as products-completed operations coverage must be provided for the City Parties;

13.4.4 A Waiver of Subrogation endorsement in favor of the City Parties or a blanket waiver of subrogation endorsement; and

13.4.5 A Primary, Non-contributory endorsement in favor of the City Parties or a blanket primary, non-contributory endorsement.

13.5 Professional Liability.

If Developer provides project management, design-build, engineer, architect or other types of professional services to the City, Developer shall obtain and maintain Professional Liability coverage with limits not less than $2,000,000 per claim and $2,000,000 aggregate limit. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Developer in this Agreement, and if the policy is written on a claims-made basis, it shall include (a) a retroactive date no later than the Effective Date; and (b) an extended reporting period of not less than five years after the termination of this contract.

13.6 Property Insurance. Developer shall maintain "Special Form" (All-Risks) property insurance upon property of every description owned by Developer and located on the Premises, or for which Developer is legally liable, including without limitation, the City FF&E and all other furnishings, fixtures, and equipment. Such insurance shall be in an amount equal to one hundred percent (100%) of the full insurable replacement value of the property. The City shall be included as loss payee as its interest may appear.

13.7 Umbrella or Excess Liability Coverage. Developer shall maintain umbrella or excess liability coverage with limits not less than $2,000,000 excess over the Commercial General Liability, Automobile Liability and Employer's Liability. The policy shall include the following: (a) ISO Additional Insured endorsements with coverage at least as broad as CG 20 10 (ongoing operations) and CG 20 37 (completed operations) or a blanket additional insured endorsement, in each case naming

the City Parties as additional insured, provided that, if a blanket additional insured endorsement is uses, premises and operations, as well as products-completed operations coverage must be provided to the City Parties; and (b) a Waiver of Subrogation in favor of the City Parties or a blanket waiver of subrogation endorsement.

13.8 Subcontractor Insurance.

Developer shall ensure that all contractors and subcontractors are licensed in the State of New Mexico and as otherwise required by the Applicable Rules. Developer shall cause all contractors and subcontractors performing work at the Property to maintain appropriate insurance, including, but not limited to, Workers' Compensation, Commercial General Liability and Automobile Insurance in a form and with limits deemed appropriate by Developer for work performed in connection with this Agreement. Developer acknowledges that Developer is solely responsible for obtaining, prior to the commencement of any work at the Property by all contractors and subcontractors and maintaining from time to time thereafter current certificates of insurance and applicable endorsements from its contractors/subcontractors, and this information shall be promptly made available to the City upon request. Developer shall require all contractors and subcontractors to obtain the following:

13.8.1 ISO Additional Insured endorsements with coverage at least as broad as ISO forms CG 20 10 and CG 20 37 naming Developer and the City Parties as additional insureds or a blanket additional insured endorsement applicable, provided that, if the blanket additional insured endorsement is used, premises and operations as well as products-completed operations coverage must be provided for Developer and the City Parties;

13.8.2 A Waiver of Subrogation endorsement in favor of Developer and the City Parties or a blanket waiver of subrogation endorsement; and

13.8.3 A Primary, Non-contributory endorsement in favor of Developer and the City Parties or a blanket primary, non-contributory endorsement.

13.9 Provisions Applicable to All Insurance Requirements.

Prior to the Construction Commencement at the Property or any portion thereof and annually thereafter, Developer shall furnish or cause to be furnished to the City certificates of insurance and all applicable endorsements evidencing the foregoing insurance coverages and limits. These provisions shall also apply to contractors/subcontractors performing work or services under this Agreement and Tenant/Developer shall be responsible for maintaining records evidencing compliance thereto. If any coverage is maintained on a claims-made basis, the following shall apply:

13.9.1 The retroactive date must be shown and must be before the date of this Agreement or the beginning of any work or services under this Agreement;

13.9.2 Except as otherwise set forth herein, coverage must be maintained, and evidence of coverage must be provided for at least one year after termination of this Agreement;

13.9.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Developer must purchase an extended reporting period for a minimum of five years after termination of this Agreement;

13.9.4 All insurance policies shall be written by an insurer with an A.M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the state of New Mexico or approved by the National Surplus Lines Association; and

13.9.5 Developer shall deliver written notice to the City no later than 30-days prior to any cancellation or non-renewal and shall deliver to the City a copy of any notice of cancellation or nonrenewal within five days of Developer's receipt of such notice from its insurer.

13.9.6 Should any of the insurance policies contain either a deductible or self-insured retention, Developer and its contractors/subcontractors shall be responsible for paying their respective deductibles or self-insured retentions and the City shall not be responsible for paying such costs.

13.9.7 All Certificates of Insurance must have all required endorsements attached and must be submitted to the City prior to the commencement of Developer's operations, construction, or renovation under this Agreement. Certificates of Insurance during each successive year of the insurance requirement period must be filed with the City.

13.10 Sublease Insurance Requirements. Developer shall require that each sublease include the insurance requirements set forth on **Exhibit N**.

ARTICLE 14
CASUALTY; CONDEMNATION

14.1 Casualty

. Developer covenants and agrees that in the event of damage to the Property or destruction of the whole or any part thereof, by any cause whatsoever, Developer shall proceed immediately and diligently to restore the Property to the same or equivalent condition or status as on the Effective Date.

14.2 Condemnation

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14.2.1 Should the entire Property be taken (which term, as used in this Section, shall include any conveyance in avoidance or settlement of eminent domain, condemnation or other similar proceedings) by any governmental authority, corporation or other entity under the right of eminent domain, condemnation or similar right, other than by the City, then this Agreement shall terminate as of the date of taking possession by the condemning authority, and the award therefor will be distributed to the City. After termination of this Agreement and distribution of the condemnation award as herein provided, the Parties shall have no further rights, duties or obligations under this Agreement, except those obligations that are expressly intended to survive such termination.

14.2.2 Should any portion of the Property be taken by any governmental authority, corporation or other entity under the right of eminent domain, condemnation or similar right, other than by the City such that (a) the untaken portion of the Property is, in either Party's reasonable discretion, insufficient for the economic or feasible operation thereof by Developer; or (b) any access is taken that materially prohibits use of such remaining portion of the Property, unless reasonable alternate access is provided by the City, then either Party may either terminate this with respect to the affected portion of the Property as of the date of taking possession by the condemning authority in the same manner as provided in Section 14.2.1 for the entire Property and the award therefor shall be distributed as provided in Section 14.2.1 Should any other partial taking of the Property occur, then this Agreement nevertheless shall continue in effect as to the remaining portion of the Property. In the event of a partial taking, this Agreement shall continue in full force and effect with respect to the remaining portion of the Property, but shall terminate with respect to the portion so taken, and the Parties shall have no further rights, duties or obligations under this Agreement with respect to the portion of the Property taken, except those obligations that are expressly intended to survive such termination.

ARTICLE 15
ASSIGNMENT; TRANSFER; SUBLEASE

15.1 Assignment; Transfer

. The qualifications and identity of Developer are of particular concern to the City. It is because of those unique qualifications and identity that the City has entered into this Agreement with Developer. Accordingly, Developer shall not directly or indirectly (including by a direct or indirect transfer of the equity in Developer), sell, assign, transfer, convey, or otherwise dispose of, its right, title or interest in this Agreement or a Controlling interest in Developer, whether voluntarily or involuntary by foreclosure, trustee's sale, assignment in lieu thereof or other enforcement of a pledge, hypothecation or collateral assignment of this Agreement (in each case, a "**Transfer**"), without the prior written consent of the City, which consent may be withheld in the City's reasonable discretion. Any such attempted Transfer, other than as permitted in this Article 15, without such consent shall be null and void. No Transfer, whether with or without consent, shall operate to release Developer or alter Developer's primary liability to perform its obligations under this Agreement.

15.2 Sublease.

Developer shall not sublease any of Developer's rights or obligations under this Agreement without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion; provided, however, Developer may, without the prior written consent of the City, sublease space within any Building on the Property following substantial Final Completion thereof to any tenants for the use and occupancy of such Buildings as contemplated under this Agreement, including event use.

15.3 Permitted Transfer

Notwithstanding anything in this Article 15 to the contrary, Developer shall have the right, with the prior written consent of the City, to Transfer this Agreement or a direct or indirect ownership interest

in Developer to any entity controlling, controlled by, or under common control with Developer, or to any entity that is a successor by merger, consolidation, or acquisition of substantially all of Developer's assets, so long as Developer provides written notice of such assignment to the City.

ARTICLE 16

LEASEHOLD FINANCING

16.1 Leasehold Mortgage

. Throughout the Term, Developer may from time to time and without the City's consent, execute and deliver a mortgage, deed of trust, security agreement or other hypothecating instrument (each, a "**Leasehold Mortgage**") encumbering Developer's leasehold interest in all or any portion of the Property (the "**Leasehold Estate**") for the benefit of a leasehold lender providing financing for Developer's obligations under this Agreement (each, a "**Leasehold Mortgagee**"); provided, however, (a) no Leasehold Mortgage may constitute a lien on the fee title of the City, (b) the City shall not be required to encumber or subordinate, and nothing in this Agreement will be construed as the City agreeing to encumber or subordinate, the City's right, title or interest in and to the fee interest to the Property and this Agreement, and (c) the City shall not be required to undertake any personal liability for the obligations of Developer secured or to be secured by any Leasehold Mortgage. Any Leasehold Mortgage and all rights acquired thereunder shall be subject all covenants, conditions and restrictions set forth in this Agreement and to all rights and interests of the City.

16.2 Notice of Leasehold Mortgage

. Within 30 days after the recordation of a Leasehold Mortgage, Developer shall provide a copy of the recorded Leasehold Mortgage to the MRA Director.

16.3 Developer Default of Leasehold Mortgage

. In the event of a default by Developer under a Leasehold Mortgage, the City consents to the exercise by the Leasehold Mortgagee of any of its rights and remedies permitted under such Leasehold Mortgage, provided that such Leasehold Mortgagee delivers written notice to the City of such default prior to the exercise of any such remedies, and upon a Mortgagee Transfer Event, Leasehold Mortgagee, or its nominee or designee approved by the City (an "**Approved Designee**"), shall assume all of Developer's obligations under this Agreement. A "**Mortgagee Transfer Event**" means that the Leasehold Mortgagee (or its Approved Designee) obtained possession of the Property through one of the following by Leasehold Mortgagee: (x) foreclosure or exercise of other remedies under the Leasehold Mortgage, (y) assumption of this Agreement, or (z) a Replacement Agreement. In no event shall a Leasehold Mortgagee's exercise of remedies under a Leasehold Mortgage affect the City's rights or Developer's obligations under this Agreement.

16.4 Leasehold Mortgagee's Rights to Cure a Default

. Prior to terminating this Agreement or exercising any other right or remedy due to an Event of Default, the City will give written notice to the Leasehold Mortgagee, provided that the Leasehold

Mortgage previously notified the City of its name, its address for notices and the fact that it is a Leasehold Mortgagee of a Leasehold Mortgage and includes with such notice a copy of the Leasehold Mortgage by virtue of which it became a Leasehold Mortgagee (a "**Notice Mortgagee**"), of any such Event of Default and shall afford the Notice Mortgagee a period of 30 days after notice is given in which to cure such Event of Default; provided, however, that (a) if such Event of Default is not a failure to pay Rent or any other amount due hereunder and is susceptible of cure by the Notice Mortgagee but cannot reasonably be cured within such 30-day period, then so long as the Notice Mortgagee commences a cure within such 30-day period (and notifies the City that it has done so), its cure period will be extended for as long as reasonably necessary for it to diligently pursue the cure to completion, but in no event longer than 90 days; and (b) if such Event of Default is not a failure to pay Rent and is susceptible of cure by the Notice Mortgagee but cannot reasonably be cured until the Notice Mortgagee obtains possession of the Property, then so long as the Notice Mortgagee commences to foreclose or otherwise enforce its Leasehold Mortgage (or assumes this Agreement in lieu thereof) and thereafter diligently pursues such foreclosure, remedy or assumption to completion (and notifies the City that it has done so), Notice Mortgagee's 30-day cure period will be extended for as long as reasonably necessary for it to obtain possession of the Property and then promptly commence and thereafter diligently pursue the cure to completion, but in no event longer than 90 days after Notice Mortgagee obtains possession. Developer's breach of this Agreement shall not defeat, render invalid, diminish or impair the lien of any Leasehold Mortgage on the applicable Property made in good faith and for value.

16.5 Notice Mortgagee's Right to Attorn

. If, by virtue of an Event of Default, the City reenters and repossesses all or any portion of the Property without terminating this Agreement, the City will give notice thereof to the Notice Mortgagee within 10 days prior to such reentry and repossession or termination, as the case may be. If the Notice Mortgagee notifies the City within 30 days after the City gives such notice that the Notice Mortgagee would like to attorn to the City and either assume Developer's obligations under this Agreement (in the case of a reentry and repossession without termination of this Agreement) or enter into a new agreement with the City for the Property or applicable portion thereof, pursuant to the terms hereof (a "**Replacement Agreement**") (in the case of a termination of this Agreement), and provided that the Notice Mortgagee (a) pays the City all Rent, penalties and Default Interest due the City under this Agreement at the date of reentry and repossession or termination and which thereafter becomes due or would have become due if this Agreement had not been terminated up to and including the date the Notice Mortgagee's attornment to the City becomes effective, together with all of the City's expenses incident to the reentry and repossession or termination; and (b) covenants to promptly thereafter cure any Event of Default existing at the time of such reentry and repossession or termination that is not a failure to pay Rent or any other amount due hereunder and is susceptible of cure by the Notice Mortgagee pursuant to Section 16.4(b), then (i) the City will accept such attornment and either deliver possession of the Property to the Notice Mortgagee (or its Approved Designee) if the City has reentered and repossessed the same without terminating this Agreement, whereupon the Notice Mortgagee (or its Approved Designee) will assume in writing all obligations of Developer arising under this Agreement from and after the date possession is so delivered and this Agreement will continue in full

force and effect as a direct obligation between the City and the Notice Mortgagee (or its Approved Designee), or (ii) the City will execute and deliver a Replacement Agreement for the Property to the Notice Mortgagee (or its Approved Designee) for the balance of what would have been the Term had this Agreement not been so terminated and otherwise upon all of the same terms and conditions set forth in this Agreement. The developer under the Replacement Agreement will have the same leasehold interest in the Property or applicable portion thereof as Developer had under this Agreement.

16.6 Notice Mortgagee Limitation on Liability

. Except for Developer's obligations under this Agreement assumed by the Leasehold Mortgagee as required by this Agreement, a Notice Mortgagee shall not have any other obligations under this Agreement arising prior to the earlier of the date that the Notice Mortgagee assumes the obligations of Developer under this Agreement or obtains absolute title to the Leasehold Estate. Any such Notice Mortgagee shall be liable to perform obligations under this Agreement only for and during the period of time that such Notice Mortgagee directly holds such absolute title to the Leasehold Estate, except for any outstanding obligations of Developer's to be performed under this Agreement. Moreover, any Notice Mortgagee who acquires Developer's interest in the Leasehold Estate pursuant a Mortgagee Transfer Event shall not be liable to perform any obligations thereunder to the extent the same are incurred or accrue after such Notice Mortgagee no longer has ownership of the Leasehold Estate created thereby.

16.7 Prohibition Against Mutual Rescission

. No mutual termination, cancellation or rescission of this Agreement by the City and Developer will be effective unless and until the same is approved in writing by the Notice Mortgagee.

16.8 Assumption of Obligations

. If any leasehold interest of Developer in all or any portion of the Property is Transferred by reason of any foreclosure, deed in lieu of foreclosure, trustee's deed or any other proceeding for enforcement of a Leasehold Mortgage, then the Leasehold Mortgagee thereunder (or any Approved Designee) shall agree to assume the obligations of Developer hereunder and shall deliver to the City documentation of its assumption of the obligations hereunder without the necessity of entering into an assignment and assumption agreement. Notwithstanding the foregoing, the City shall have no right to terminate this Agreement as a result of any Leasehold Mortgagee failing to assume the obligations of Developer hereunder unless such Leasehold Mortgagee or its Approved Designee fails to do so within 90 days after such Leasehold Mortgagee's acquisition of Developer's leasehold interest in the applicable Property, it being acknowledged that such Leasehold Mortgagee may intend to Transfer its interest in the applicable Property to an Approved Designee, in which event the Approved Designee shall assume the obligations of Developer hereunder.

16.9 No Liability; Indemnity

. In no event may Developer represent that the City is or in any way may be liable for the obligations of Developer in connection with (i) any financing agreement or (ii) any public or private offering of

securities. Developer agrees to indemnify, defend or hold the City and its respective officers, directors, agents and employees free and harmless from, any and all liabilities, costs, damages, claims or expenses arising out of or related to the breach of its obligations under this Article 16; provided, however, such indemnity shall not apply to any Liabilities caused by the negligent or willful acts of any City Parties and shall be subject to the limitations of NMSA 1978, Section 56-7-1.

16.10 Bankruptcy.

If this Agreement is rejected in connection with a bankruptcy proceeding by Developer or a trustee in bankruptcy for Developer, such rejection, to the extent permitted under the Bankruptcy Code, shall be deemed an assignment by Developer to the Notice Mortgagee of the Leasehold Estate and all of Developer's interest under this Agreement, and this Agreement shall not terminate, and the Notice Mortgagee shall have all the rights of the Developer under this Agreement as if such bankruptcy proceeding had not occurred, unless such Notice Mortgagee rejects such deemed assignment by notice in writing to the City within 30 days following rejection of this Agreement by Developer or Developer's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Agreement shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by Developer or the trustee in connection with any such proceedings, the rights of the Notice Mortgagee to a Replacement Lease from the City pursuant to Section 16.4 hereof shall not be affected thereby.

ARTICLE 17

CITY FINANCING

This Agreement and all of Developer's rights hereunder shall be subordinate to the lien and terms of any mortgage, deed of trust and related documents now or hereafter placed upon the Property by any lender of the City (if any, a "**City Mortgagee**") (including all advances made thereunder), and to all amendments, renewals, replacements, or restatements thereof (collectively, "**Mortgage**"). Developer agrees that no documentation other than this Agreement is required to evidence such subordination. If any City Mortgagee elects to have this Agreement superior to the lien of its Mortgage and gives notice to Developer, this Agreement will be deemed prior to such Mortgage whether this Agreement is dated prior or subsequent to the date of such Mortgage or the date of recording thereof. In confirmation of subordination or superior position, as the case may be, Developer will execute such documents as may be required by any City Mortgagee and if it fails to do so within 10 days after demand, Developer hereby irrevocably appoints the City as Developer's attorney-in-fact and in Developer's name, place, and stead, to do so. Following Developer's request therefor, the City shall use commercially reasonable efforts to obtain from any future City Mortgagee, a subordination, non-disturbance and attornment agreement on such City Mortgagee's form. Developer hereby attorns to all successor owners of the Property, whether such ownership is acquired by sale, foreclosure of a Mortgage, or otherwise.

ARTICLE 18
LIENS

Developer shall not place or allow to be placed on all or any portion of the Property or Improvements, any mortgage, deed of trust, security interest, monetary encumbrance or lien (statutory or otherwise), or any agreement to enter into or create any of the foregoing (collectively, a "**Lien**"), on or affecting all or any portion of the Property or Improvements. Notwithstanding the foregoing, no such Lien shall constitute an Event of Default if, within 30 days after Developer becomes aware of a Lien on or affecting the Property or Improvements, Developer causes the debt secured by such Lien to be satisfied or other security (including a bond) to be deposited with the court in the amount determined by the court to be sufficient to cancel such Lien.

ARTICLE 19

REPORTING REQUIREMENTS

19.1 Reporting Requirements

.

19.1.1 *Construction Related Reports*. Developer shall provide written reports substantially in the form attached hereto as Exhibit M (each, a "**Report**") to the MRA Director detailing: (a) the progress of all entitlements, permits, approvals and construction financing required for the commencement of construction of each Phase, (b) during construction, the progress of construction (expressed as a percentage of the completion of each Phase) and any concerns or perceived delays to complete the applicable Phase, and (c) any other information relating to the construction of the Project that the MRA Director may request in its reasonable discretion. The form of Report may be amended from time to time by the MRA Director. No later than January 31, April 30, July 31, and October 31 of each year, Developer shall deliver to the MRA Director a Report containing the applicable information described above for the prior three-month period (each, a "**Quarterly Construction Report**").

19.1.2 *Program Related Reports*. Within 120 days following the end of each calendar year, Developer shall submit to the MRA Director (a) copies of all subtenant IRS Form 990 (or comparable form), and (b) a rent roll in the form attached hereto as **Exhibit M**, as applicable for each subtenant. This Section 19.1.2 shall survive the expiration or termination of this Agreement for the duration of Developer's obligations under Article 10.

19.1.3 *Project Related Reports*. Prior to the Effective Date, Developer delivered to the MRA Director (a) a development budget for the entitlement, development and construction of the Improvements for each Phase of the Project (the "**Development Budget**"), (b) an operating budget for the operation of each Phase of the Project following substantial completion of the Improvements (the "**Operating Budget**"), and (c) a financing plan describing the sources and methods for securing funds in an amount

sufficient to complete the entitlement, development and construction of the Improvements for each Phase of the Project and for the operation of each Phase of the Project following substantial completion of the Improvements for each such Phase (the "**Financing Plan**"). Developer shall deliver to the MRA Director an updated Development Budget and Operating Budget within 30 days after the Effective Date. Thereafter, Developer shall deliver an updated Development Budget to the MRA Director with each Expansion Notice and an updated Operating Budget following the completion of Phase 1 and at least annually during the Term.

19.1.4 *Developer's Financial Statements*. During the Term of this Agreement, Developer agrees to furnish the MRA Director a copy of Developer's annual Financial Statements within 120 days after the end of Developer's fiscal year. All Financial Statements shall be reviewed by a certified public accountant who is not an employee or principal of Developer or its Affiliates.

19.2 Audits and Inspections

. Not more than once per calendar year, and at any time after the City has provided written notice to Developer of its reasonable, good faith belief that Developer has materially breached this Agreement (together with documentation or other evidence of such breach), Developer shall make available to the MRA Director for examination all of Developer's records with respect to all matters for which reports or statements are provided pursuant to Section 19.1 of this Agreement. The MRA Director shall give reasonable notice to Developer of such examination, and in any event, a minimum of 14 days' prior notice. Developer shall permit the MRA Director to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. This Section 19.2 shall survive the expiration or termination of this Agreement for the duration of Developer's obligations under Article 10.

19.3 IPRA Compliance

. Developer understands that records in the possession of the City are subject to IPRA, and to the extent required, Developer will comply with IPRA.

ARTICLE 20
DEFAULT AND REMEDIES

20.1 Default by Developer

20.1.1 *Events of Default*. The following constitute an "**Event of Default**" under this Agreement:

(a) *General Breach*. Developer fails to comply with any provision, term, condition or covenant of this Agreement (other than those specifically described in any other subparagraph of this Section 20.1.1), and such failure continues for 30 days after written notice by the City or, if such compliance cannot be reasonably completed within such 30-day period, Developer fails to commence performance within such 30 day period and diligently proceeds to completion; provided, however, Developer's right to cure shall not exceed 120 days unless otherwise agreed to in writing by the MRA Director.

(b) *Monetary Default*. Developer fails to pay Rent or other payment obligation required to be made by Developer hereunder as and when due, and such failure continues for thirty days after written notice by the City; provided, however, Developer shall not be entitled to more than one notice of delinquency in any 12-month period, and if thereafter any Rent or other amount is not paid when due, an Event of Default shall occur even though no notice thereof is given.

(c) *Abandonment*. Developer Abandons the construction of the Project. For purposes hereof, "**Abandon**" and "**Abandonment**" means the stoppage of construction of a Phase of the Project for more than 60 consecutive days after Commencement of Construction of the Phase and prior to Final Completion of the Phase unless due to a Force Majeure Event.

(d) *Failure to Commence Construction*. Developer fails to Commence Construction of the Improvements for any Phase by the applicable Construction Commencement Date.

(e) *Failure to Complete*. Subject to a Force Majeure Event, Developer fails to cause the Final Completion of any Phase by the applicable Final Completion Date.

(f) *Failure to Maintain Insurance*. Developer fails to replace or otherwise maintain in full force and effect, without any gap in coverage, any insurance required to be maintained by Developer pursuant to Article 13.

(g) *Assignment.* The assignment, subletting or other Transfer, or any attempted assignment, subletting or other Transfer, of this Agreement in violation of Article 15.

(h) *Legal Existence*. Developer dissolves or fails to maintain its legal existence and authority to conduct business in the state of New Mexico.

(i) *Bankruptcy Proceedings*. (i) Developer files a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any state thereof ("**Bankruptcy Code**"), (ii) a proceeding is filed against Developer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any Bankruptcy Code, (iii) Developer makes a general assignment for the benefit of creditors or admits in writing its inability to pay its debts as they become due, or (iv) a trustee, receiver, custodian, assignee, liquidator or other similar official is appointed for Developer, for all or any part of Developer's properties, or for any portion of Developer's interest in the Property.

(j) *Breach of Representations.* Any representation or warranty made by Developer in this Agreement, or in any certificate, notice, demand or request made by Developer in writing and delivered to the City pursuant to or in connection with this Agreement, is untrue, false or misleading as of the date made or furnished.

20.2 Remedies

.

20.2.1 Upon the occurrence and during the continuance of an Event of Default, the City may take any of the following actions, and without limiting the City in the exercise of any other right and/or remedy which the City may have by reason of such Event of Default under this Agreement:

(a) terminate this Agreement and through any permitted legal process, reenter and take possession of the Property without prejudice to any remedies for existing breaches hereof ("**Termination Event**"). In the event of such termination, Developer shall be liable to the City for damages immediately payable in an amount equal to the actual damages incurred by the City, including all expenses incurred by the City in enforcing its rights hereunder, if the City so elects, in its sole discretion, require the demolition and removal of any partially constructed or partially completed Improvements associated with the applicable Phase and the performance of Site Restoration pursuant to and in accordance with Section 8.2,

(b) without terminating this Agreement, through any permitted legal process, reenter and take possession of the Property without prejudice to any remedies for existing breaches hereof, lease, manage and operate the Property and collect the rents, issues and profits therefrom all for the account of Developer, and credit to the satisfaction of Developer's obligations hereunder the net rental thus received (after deducting therefrom all reasonable costs and expenses of repossessing, leasing, managing and operating the Property, including, but not limited to brokerage commissions and any costs associated with advertising, remodeling, alterations or repair of the Property). If the net rental so received by the City exceeds the amounts necessary to satisfy all of Developer's obligations under this Lease, nevertheless the City shall retain such excess. The City shall use commercially reasonable efforts to mitigate its damages.

(c) bring an action against Developer for actual damages incurred by the City or any equitable relief available to the City and to the extent not prohibited by applicable law, to seize all personal property or fixtures upon the Property which Developer owns or in which it has an interest, in which the City shall have a landlord's lien and/or security interest, and to dispose thereof in accordance with the laws prevailing at the time and place of such seizure or to remove all or any portion of such property and cause the same to be stored in a public warehouse or elsewhere at Developer's sole expense, without becoming liable for any loss or damage resulting therefrom and without resorting to legal or judicial process, procedure or action.

(d) if the Developer Abandons the construction of the Project or fails to cause Final Completion of any applicable Phase, do such acts and expend such reasonable funds at the expense of Developer as are reasonably necessary to construct and complete the applicable Improvements, in which event all funds expended by the City for such work shall be due and payable by Developer within 30 days after demand by the City, together with accrued interest thereon at 12% per annum from the date incurred until paid;

(e) if Developer fails to replace or otherwise maintain in full force and effect, without any gap in coverage, any insurance required to be maintained by Developer pursuant to Article 13, obtain such insurance on Developer's behalf, in which event Developer shall reimburse the City for the cost of

such insurance premium within 30 days after written demand by the City, together with accrued interest thereon at 12% per annum from the date incurred until paid;

(f) exercise its rights and remedies under Bond;

(g) seek to enjoin or restrain Developer from commencing or continuing said Event of Default;

(h) seek to cause Developer by injunction to correct and cure said Event of Default; and/or

(i) exercise any and all remedies at law, in equity or otherwise available under this Agreement;

(j) enter into an agreement with Developer to modify this Agreement or otherwise address any breach.

20.2.2 Upon the City's election to exercise its right under Section 20.2.1(a), Section 20.2.1(d)(i), or Section 20.2.1(f), Developer shall deliver to the City an Assignment of Plans in the form attached hereto as **Exhibit L**, pursuant to which Developer shall assign to the City all of Developer's right, title and interest in and to all Plans and Specifications and Approvals. Developer acknowledges and agrees that, as a condition of the City's consummation of the transactions herein, each written agreement between Developer and any Person performing work at or for the Project, including work relating to the preparation or modification of the Plans and Specifications, shall include such Person's consent to the assignment by Developer to the City of all right, title and interest of Developer in and to Plans and Specifications.

20.2.3 Upon the occurrence and during the continuance of any material breach, failure or other condition that, but for the City's delivery of notice or the lapse of time thereafter, would constitute an Event of Default, the City may withhold the release of any final maps and/or building permits or other City approvals until the breach or failure is resolved to the reasonable satisfaction of the City.

20.3 Liquidated Damages

Because of the difficulty and/or impossibility of determining the City's damages upon the occurrence of an Event of Default pursuant to Section 20.1.1(e) (*Failure to Complete*), including, without limitation, damages suffered by way of the detriment to the public benefit and welfare of the City through lost employment opportunities, the degradation of the economic health of the City and the direct or indirect loss of revenue, the City and Developer covenant and agree that, if the City elects its remedy to receive liquidated damages under Section 20.3.1 Developer shall pay to the City, and the City shall accept as an exclusive remedy, as liquidated damages and as a reasonable forecast of such potential damages and not as penalties, $150 per day commencing on the date that the City delivers written notice to Developer of its election to receive liquidated damages pursuant to this Section 20.3 and continuing until earlier of (a) the date that such Event of Default is cured, or (b) the termination of this Agreement pursuant to a Termination Event. Developer agrees to waive any and all affirmative defenses that the amount of liquidated damages provided herein constitutes a penalty.

20.4 Event of Default by the City.

If the City defaults in its obligation to Developer under this Agreement, Developer shall deliver to the City a written notice of default and, upon the City's receipt of the notice of default, the City shall commence and complete the cure of such default. If the City has not completed the cure of the default within 120 days after receipt of the written notice of default, the Developer may terminate this Agreement without further obligation of either Party or sue to enforce the City obligations under this Agreement

20.5 Holdover.

. If after expiration or earlier termination of this Agreement, Developer remains in possession of the Property or any portion thereof without express written approval of the City for such holdover possession, such possession may, at the sole option of the City, continue as a month-to-month tenancy, during which period Developer shall pay the City Holdover Rent on a monthly basis in advance on the first day of each calendar month thereafter, and all other terms and conditions of this Agreement shall otherwise apply. "**Holdover Rent**" means the then current market rent, as of the commencement of the holdover possession, for similar properties located in Santa Fe County, NM, as determined by the City in its sole discretion. The City may terminate such holdover possession in accordance with applicable law.

20.6 Rights and Remedies Cumulative

. Except as otherwise expressly stated in Sections 20.3 (Liquidated Damages), the rights and remedies of the City are cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing by agreement, Applicable Rules, or in equity, and the exercise by the City of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Event of Default or any other Event of Default, to the extent permitted by law. The provisions of this Article 20 shall survive the expiration or termination of this Agreement. No waiver made by the City or Developer shall apply to obligations beyond those expressly waived in writing.

20.7 Waiver

. Any failures or delays by the City in asserting its rights and remedies as to any Event of Default shall not operate as a waiver of such Event of Default or of any of the City's rights or remedies hereunder. The provisions of this Article 20 shall survive the expiration or termination of this Agreement.

ARTICLE 21
GENERAL PROVISIONS

21.1 Compliance with Laws

. Developer shall carry out the design and construction of the Improvements and the operation of the Project in conformity with all Applicable Rules, including all applicable state labor standards, building, plumbing, mechanical, and electrical codes, and the Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101, et seq., as amended, the "**ADA**"), as such Applicable Rules exist on the Effective

Date or the date of the relevant application or request for permit, as applicable. During any Construction Activities, Developer shall comply, and cause the other Developer Parties to comply, with all Applicable Rules, including the ADA. Developer, through any contractor, agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of Developer Parties or its agents in violation of the ADA.

21.2 Discrimination Prohibited

. Developer shall comply, and cause the Developer Parties to comply, with Applicable Rules relating to discrimination against or segregation of any Person or group of Person, and will not on the grounds of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, sexual preference, marital status, source of income, physical or mental disability, medical condition, or citizenship status, discriminate or permit discrimination against any Person or group of Persons in any manner prohibited by Title 49 CFR Parts 21 and 23, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, the New Mexico Human Rights Act, and SFCC 1987 Section 2.02. Without limiting the generality of the foregoing, Developer will not discriminate against any employee or applicant for employment or tenancy because of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, sexual preference, physical or mental disability, medical condition, or citizenship status. Such covered actions include, without limitation: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. Developer agrees to post in conspicuous places available to employees, and applicants for employment, notice to be provided setting forth the provisions of this non-discrimination clause.

21.3 Recordation in Official Records

. Promptly after the later of the Effective Date, the City shall record an executed original of this Agreement in the real property records of the Clerk and Recorder of the County of Santa Fe, New Mexico (the "**Official Records**"). All amendments, transfers, and assignments hereto must be in writing signed by the appropriate officers of the City and Developer in a form suitable for recordation in the Official Records.

21.4 Covenants Running with the Land

. This Agreement, including all covenants, agreements, rights, restrictions and obligations contained herein (subject to certain term limitations as contained in this Agreement) (i) shall run with the Property, (ii) shall be binding upon the Developer, the owner(s) of any portion of the Property, and each of its and their successors (by merger, consolidation, operation of law or otherwise), successors-in-title, assigns, and lessees, whether by operation of law or in any manner whatsoever, and (iii) shall inure to the benefit of the City, as the intended beneficiary of the terms and provisions of this Agreement and of the covenants running with the Property, without regard to whether the City has

been, remains, or is an owner of any interest in the Property or the Midtown Site. In the event this Agreement is terminated by the City, this Agreement may be released of record, in whole or in part, upon execution and recording by the City of a notice of termination or other instrument evidencing such termination.

21.5 Notices

. Any notice, request, demand, instruction or other document to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be delivered either personally with a receipt requested therefor, or by overnight courier, or by certified mail, return receipt requested, postage prepaid, in any case addressed to the Parties at their respective addresses set forth below, and the same shall be effective (a) upon receipt or refusal if delivered personally, (b) one Business Day after depositing with such an overnight courier service, (c) three Business Days after deposit in the mail if mailed, or (d) upon successful electronic mail transmission evidenced by an electronic "read receipt" and provided that such notice is also delivered by the means described in clauses (a) or (b) within two Business Days after such electronic mail notice. All notices to the City or Developer shall be sent to the persons and addresses set forth below. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to the City: City of Santa Fe
Attention: City Attorney's Office
200 Lincoln Avenue
Santa Fe, NM 87501

with a copy to: Midtown Redevelopment Agency
Attention: MRA Director
200 Lincoln Avenue
Santa Fe, NM 87501

If to Developer: Midtown Arts and Design Alliance LLC
Attention: Managing Director/ CEO
369 Montezuma Avenue, #631
Santa Fe, NM 87501

with a copy to: Long, Komer & Associates, P.A.
Attention: Nancy R. Long
P.O. Box 5098
1800 Old Pecos Trail, Suite A
Santa Fe, NM 87505

21.6 Relationship Between Parties

. Notwithstanding any provision in this Agreement or any representation or warranty to the contrary, the relationship between Developer and the City shall be as independent contractors, and neither the

City nor Developer shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other.

21.7 No Third-Party Rights

. This Agreement is for the sole and exclusive benefit of the Parties and their respective successors and permitted assigns, and no third party other than a permitted assignee of the City or Developer is contemplated to or shall have any rights hereunder.

21.8 Counterparts

. This Agreement may be signed in multiple counterparts or with detachable signature pages, but either or both circumstances shall constitute one instrument, binding upon all parties thereto as if all parties signed the same document. If so executed, each such counterpart of this Agreement is to be deemed an original for all purposes and all such counterparts will collectively constitute one Agreement, but in making proof of this Agreement, it will not be necessary to produce or account for more than one such counterpart.

21.9 Exhibits; Ancillary Documents

. All certificates, documents, exhibits, attachments, riders, and addenda referred to in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms. In the event of any conflict between the terms set forth in this Agreement for any exhibit or ancillary document and the terms set forth in the agreed-upon exhibit or ancillary document, the terms of the agreed-upon exhibit or ancillary document, as applicable, shall control.

21.10 Time of Essence

. Time is expressly made of the essence with respect to the performance by Developer of every obligation and condition of this Agreement.

21.11 Computation of Time

. All references herein to “days” mean calendar days. All references herein to “months” mean the period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that, solely with respect to the last month of any period (a) if the numerically corresponding day is not a Business Day, that period will be deemed to end on the next Business Day, (b) if there is no numerically corresponding day in the next calendar month, then that period shall end on the first Business Day after the last day of that month. In computing any period of time under this Agreement in which days define the period, (i) the date of the act or event from which the designated period of time begins to run shall not be included, and (ii) the last day of the period so computed shall be included unless it is a day other than a Business Day, in which event the day for performance thereof shall be extended to the next Business Day. If any act is to be done by or within a period of time, the last day of said period of time shall be deemed to end at 5:00 p.m. MT.

21.12 Effect and Duration of Agreement Provisions

. All obligations, covenants and agreements contained herein which are not performed at or before Final Completion of the Project (or any Phase thereof) but which are to be performed after Final Completion of the Project or the Phase, as applicable, as provided in this Agreement, shall survive the Final Completion of the Project or Phase, as applicable.

21.13 Force Majeure

. Neither the City nor Developer shall be deemed to be in default hereunder if either Party is prevented from performing any of the obligations, other than monetary obligations hereunder, by reason of strikes, boycotts, labor disputes, embargoes, industry-wide or regional shortages of labor, energy or materials (to the extent not caused by the failure of any person to adequately plan materials orders or labor allocation as necessitated by the then-current markets therefor), acts of the public enemy, infectious disease or pandemic, weather conditions, weather events, archeological discoveries on the Property and the results of acts of nature, riots, rebellion, sabotage, any approval required by the City (not including any period of time normally expected for the processing of such approvals in the ordinary course of affairs), or any other similar circumstances for which it is not responsible or which are not within such Party's control (each a "**Force Majeure Event**"); provided, however, the Parties stipulate and agree that none of the following events or occurrences shall be deemed a Force Majeure Event: (a) the novel coronavirus COVID-19 pandemic (except to the extent the pandemic is the direct cause of any of the delay events listed above), and (b) financial distress or the inability of a Party to earn a profit or avoid a financial loss. and (c) a Party's inability to perform its financial obligations hereunder, including Developer's inability to secure funds in an amount sufficient to complete the Improvements. An extension of time for any Force Majeure Event shall commence to run from the time of the commencement of the Force Majeure Event if the Party claiming such extension sends notice to the other Party within 30 days after said commencement. If such notice is delivered after such 30-day period, the extension period shall commence to run from the date of such notice. After the termination of any such Force Majeure Event, the obligation to perform shall recommence with a day-for-day delay extension to any deadlines.

21.14 Severability

. In the event any covenant, condition or provision herein is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to Applicable Rules so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the City or Developer in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

21.15 Interpretation

. Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.” The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes, and references to all attachments thereto and instruments incorporated therein.

21.16 Sections

. References to section numbers are to sections in this Agreement, unless otherwise expressly stated.

21.17 Gender, Singular/Plural

. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

21.18 Headings and Captions

. Headings and captions of sections and paragraphs are for convenience, not limitation, and are not to be construed as modifying text.

21.19 Further Assurances

. Developer and the City covenant that they shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such instrument, supplemental hereto and further acts, instruments and transfers as may be required hereunder. All such ancillary agreements shall be in accordance with and not contradictory to the terms and conditions set forth in this Agreement.

21.20 Waiver

. No provisions of this Agreement shall be deemed to have been waived by either Party unless such waiver is in writing, signed by the Party making the waiver and addressed to the other Party, nor shall any custom or practice which may evolve between the Parties in the administration of the terms of this Agreement be construed to waiver or lessen the right of either Party to insist upon the performance of the other Party in strict accordance with the terms of this Agreement. Further, the waiver by any Party of a breach by the other Party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof. No acceptance by the City of any partial payment shall constitute an accord or satisfaction but shall only be deemed a partial payment.

21.21 Modifications; City Approval

. Any amendment, alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each Party and, if applicable, approved by the Governing Body and in accordance with any applicable City signature policy. The MRA Director shall record amendments, alterations, changes, and modifications to this Agreement in the Official Records, though a failure to so record shall not impair the effectiveness of such as between the Parties. The MRA Director may extend the time for the performance of any term or satisfaction of any condition hereunder for up to 180 days by the execution of a letter countersigned by Developer. The City Manager may approve changes to the Project requested by Developer to the extent the value of such changes is not in excess of the City Manager's contractual authority and to the extent equal value is received by the City. At any time during which the MRA Director position is unoccupied or in the event the MRA ceases to exist, references in this Agreement to the "MRA Director" shall be deemed to refer instead to the City Manager or the City Manager's designee who shall fulfill the role and assume the responsibilities of the MRA Director under this Agreement.

21.22 Legal Advice

. Each Party represents to the other that it has carefully read this Agreement; and in signing this Agreement, it does so with full knowledge of any right which it may have; it has received independent legal advice from its legal counsel as to the matter set forth in this Agreement; and it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other Party, or its agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the Parties, it being recognized that both the City and Developer have contributed substantially and materially to the preparation of this Agreement.

21.23 Non-Liability of Officials and Employees of the City

. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

21.24 New Mexico Tort Claims Act

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

21.25 Governing Law

. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

21.26 Legal Proceedings; Attorneys' Fees and Costs and Damages

. The Parties agree that the exclusive venue for any claims, disputes, disagreements, controversies, lawsuits, or causes of action by or between Developer and the City arising out of or relating to this Agreement, the Project, the Property, or the Construction Activities (collectively, "**Disputes**"), shall be the First Judicial District Court located in Santa Fe, New Mexico. Any and all Disputes shall be tried as a bench trial and not as a jury trial. In the event it becomes necessary for the City to enforce any of the terms and provisions of this Agreement, whether or not suit be instituted, Developer shall pay all costs and expenses incurred by the City in connection with the City's enforcement of this Agreement, including, but not limited to, reasonable attorneys' fees. Neither Party shall be entitled to consequential, indirect or punitive damages under this Agreement.

21.27 Waiver of Jury Trial

. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO A DISPUTE.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ANY DISPUTE. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS; (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS; (C) IT MAKES SUCH WAIVERS VOLUNTARILY; AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 21.27.

21.28 Approval Required

. This Agreement shall not become effective or binding until approved by the highest approval authority required by the City under this Agreement.

21.29 Appropriations

. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Governing Body making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Governing Body, or if unspent appropriations from any prior fiscal year are not appropriated in the then current fiscal year, this

Agreement may be terminated upon 30 days' written notice given by the City to Developer. Such event shall not constitute a City Default or other default by the City. All obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by all parties and shall be final.

21.30 No Pecuniary Liability of City

. No provision of this Agreement shall constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitations of the State of New Mexico, nor constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers.

21.31 Officials, Agents and Employees Not Personally Liable

. No official, agent, or employee of the City nor member of the Governing Body shall be personally liable to any person by virtue of any provision of this Agreement.

21.32 No Collusion

. Developer represents that this Agreement is entered into by Developer without collusion on the part of Developer with any person or firm, without fraud and in good faith. Developer also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by Developer or any agent or representative of Developer to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

21.33 Public Records

. The Parties acknowledge that the City is a government entity and subject to the IPRA. Notwithstanding anything contained herein to the contrary, the City shall not be responsible to Developer or any third-party contractor for any disclosure of confidential information pursuant to the IPRA or pursuant to the City's public records act laws, rules, regulations, instructions or other legal requirement.

21.34 Governmental Right and Powers

. Nothing in this Agreement will be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by the City in the Property or waiving or limiting the City's control over the management, operations or maintenance of the Property, except as specifically provided in this Agreement, or impairing exercising or defining governmental rights and the police powers of the City.

21.35 Survival

. All obligations, covenants and agreements contained herein which are intended to be performed in whole or in part after the completion of construction of the Project or termination of this Agreement shall survive the completion of construction of the Project or termination of this Agreement and shall

be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

[*Remainder of this page intentionally left blank*]
[*Signatures and acknowledgements appear on the following pages*]

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the City and Developer as of the Effective Date.

Date of City of Santa Fe Governing Body
Approval: _____, 20__

CITY:

CITY OF SANTA FE,
a municipal corporation and political subdivision of the State of New Mexico

By:

Mayor

APPROVED AS TO FORM: **ATTEST:**

By: _____ By: _____
Assistant City Attorney City Clerk

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

This instrument was acknowledged before me on _____, 20__ by _____, as _____ of City of Santa Fe, a municipal corporation and political subdivision of the State of New Mexico.

(Seal, if any) _____
(Signature of Notarial Officer)

[*Signatures and acknowledgements continue on the following page*]

DEVELOPER:

MIDTOWN ARTS AND DESIGN ALLIANCE LLC,
a New Mexico limited liability company

By:
Name:
Title:

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

This instrument was acknowledged before me on _____ ___, 2025 by _____ as _____ of Midtown Arts and Design Alliance LLC, a New Mexico limited liability company.

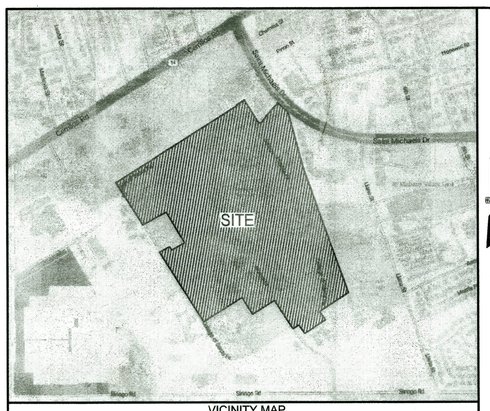
(Seal, if any)

_____
(Signature of Notarial Officer)

EXHIBIT A

DEPICTION OF THE MIDTOWN SITE

921-13



VICINITY MAP
N.T.S.

Lot Line Adjustment and Right-of-Way Dedication
for PLAT OF EXISTING
Midtown Site
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
November 2024

Plat amendment to correct missing metes and bounds calls on plat recorded for "Lot Line Adjustment and Right-of-Way Dedication for Plat of existing Midtown Site" recorded in Book 920, Pages 1+2 as instrument #2050258.

NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE.
   DISTANCES ARE GROUND DISTANCES.
   COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0)
   BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984",
   BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. ALL CORNERS IDENTIFIED AS —●— WILL BE SET POINTS IN THE FIELD AS 5/8" REBAR WITH CAP STAMPED "BM ARAGON, PS 15268", UNLESS OTHERWISE INDICATED.

REFERENCED DOCUMENTS:
THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 733, PAGE 043.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/ 2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.

REFERENCED DOCUMENTS: (CONTINUED)
THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.
25. This document Legal Lot of record, recorded in Book: 920, ~~Page: 2~~ Pages 1 +2

STATEMENT OF DECLARATION:
THE PURPOSE OF THIS PLAT IS TO:
ADJUST EXISTING LOT LINES AND TO DEDICATE RIGHT-OF-WAY, AS SHOWN HEREON.

AFFIDAVIT:
NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED OWNER HAS CAUSED THE LANDS SHOW ON THIS DOCUMENT TO BE REPLATTED. THE REPLAT IS MADE WITH THE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER. THIS REPLAT CONTAINS 68.5327 ACRES MORE OR LESS. ALL TRACTS SHOWN HERE ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. ALL ROADS AND UTILITIES ARE DEDICATED TO THE CITY FOR PUBLIC USE.
THIS REPLAT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: City of Santa Fe

BY: _____ ALAN M. WEBBER, MAYOR — DATE: 1/31/2025

CITY CLERK: _____ — DATE: 1/31/2025

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS 31st DAY OF January, 20 25.

NOTARY PUBLIC _____ — MY COMMISSION EXPIRES 3/25/25

Notary Public - State of New Mexico
Commission # 1132968
My Comm. Expires Mar 25, 2025

SANTA FE COUNTY:

COUNTY TREASURER _____ — DATE: 02/12/25

City Signatures to acknowledge Plat amendment for missing metes and bounds calls on plat recorded for "Lot Line Adjustment and Right-of-Way Dedication for Plat of existing Midtown Site" recorded in Book 920, Pages 1+2, instrument #2050258.

REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE _____ — DATE: 2/6/25

CITY PLANNER _____ — DATE: 2-6-25

CASE NUMBER:

Tract	Case #
Midtown Site	2024-9265

COUNTY OF SANTA FE } SS
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 12th day of February, 20 25 A.D. at 2:42 o'clock PM, and was duly recorded in book 921, page(s) 13-14 of the records of Santa Fe County.
#2052655

Witness my Hand and Seal of office
KATHARINE E. CLARK
County Clerk, Santa Fe county, N.M.

_____ Deputy

County Clerk Seal

SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

1/28/25
DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

INDEXING INFORMATION FOR THE COUNTY CLERK
OWNER: CITY OF SANTA FE
LOCATION: WITHIN PROJECTED SECTION 34, T.17N., R.9E., N.M.P.M. CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

Lot Line Adjustment and Right-of-Way Dedication
for PLAT OF EXISTING
Midtown Site
within Projected Section 34, T.17N., R.9E., N.M.P.M.
City of Santa Fe
Santa Fe County, New Mexico
November 2024

Plat amendment to correct missing metes and bounds calls on plat recorded for "Lot Line Adjustment and Right-of-Way Dedication for plat of existing Midtown Site" recorded in Book 920, pages 1 + 2 as instrument #2056258.

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

LEGEND:
- NEW LOT LINE
- EASEMENT LINE (AS NOTED)
- LOT LINE TO BE ELIMINATED
- PUBLIC ACCESS EASEMENT TO BE GRANTED BY THE FILING OF THIS PLAT.
- RETENTION POND DRAINAGE EASEMENT, AS SHOWN.
- ALL CORNERS IDENTIFIED WILL BE SET POINTS IN THE FIELD AS 5/8" REBAR WITH CAP STAMPED "BM ARAGON, PS 15268", UNLESS OTHERWISE INDICATED.
- FOUND PROPERTY CORNER

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

INDEXING INFORMATION FOR THE COUNTY CLERK
OWNER: CITY OF SANTA FE
LOCATION: WITHIN PROJECTED SECTION 34, T.17N., R.9E. N.M.P.M. CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

SHEET 2 OF 2

REFERENCE MARK SANTA FE EAST BASE 1945 NO 3 1976 THE DIRECTOR NATIONAL GEODETIC SURVEY

COLLEGE OF SANTA FE SHOPPING CENTER, LLC INSTRUMENT # 1863168 07/23/2018

Midtown Avenida A 82' RIGHT-OF-WAY

Midtown Calle 1 82' RIGHT-OF-WAY

Midtown Calle Central 82' RIGHT-OF-WAY

Midtown Avenida B 80' RIGHT-OF-WAY

Midtown Calle 2 80' RIGHT-OF-WAY

Midtown Avenida C 80' RIGHT-OF-WAY

Midtown Calle 3 80' RIGHT-OF-WAY

Midtown Avenida D 80' RIGHT-OF-WAY

Midtown Avenue

TRACT P-1 2.4590 Acres

TRACT K-1 5.8041 Acres

TRACT R2-1 5.1382 Acres

TRACT Q-1 3.9341 Acres

TRACT H-1 7.4435 Acres

TRACT L-1 1.5062 Acres

TRACT N-1 1.2820 Acres

TRACT M-1 8.1933 Acres

TRACT J-1 5.6643 Acres

TRACT F-1 3.3791 Acres

TRACT I-1 6.7191 Acres

TRACT G-1 0.6151 Acres

TRACT R1
NEW MEXICO BANK & TRUST
PLAT BOOK: 691, PAGE: 029
(FILED: OCT.10, 2008)

TRACT O-1
(NOT A PART OF THIS PLAT, OWNED BY STATE OF NEW MEXICO)

TRACT E
MIDTOWN SANTA FE RESIDENTIAL QOZB, LLC & ETAL
BOOK: 896, PAGE: 14
(FILED: OCT. 28, 2022)

TRACT D
STATE OF NEW MEXICO
BOOK: 719, PAGE: 047
(FILED: JULY 15, 2010)

TRACT 3
STATE OF NEW MEXICO
BOOK: 345, PAGE: 046

TRACT C
SANTA FE COMMUNITY COLLEGE
BOOK: 719, PAGE: 047
(FILED: JULY 15, 2010)

TP-SMVW, LLC
ST. MICHEALS VILLAGE WEST
PLAT BOOK: 344, PAGE: 780
(DEED 1419891, FILED: 2/13/06)

TP-LLANO, LLC
TRACT L
BOOK: 574, PAGE: 35
(FILED: NOV. 30, 2004)

SANTA FE BOARD OF EDUCATION
TRACT 3B-1
DeVARGAS MIDDLE SCHOOL
BOOK: 220, PAGE: 37
(FILED: MARCH 12, 1991)

SANTA FE PUBLIC SCHOOLS

CITY OF SANTA FE

STATE OF NEW MEXICO
BOOK: 215, PAGE: 13

ST. MICHAELS DRIVE

921-14

EXHIBIT B

LEGAL DESCRIPTION THE PROPERTY

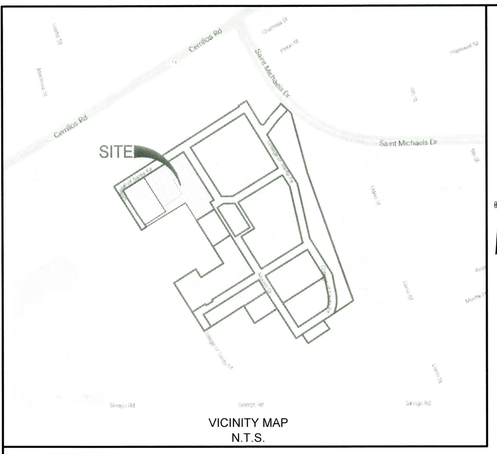
The following Tracts, as depicted on the following maps, comprise Phase 1, Phase 2 and Phase 3 of the Property, as follows:

921-19

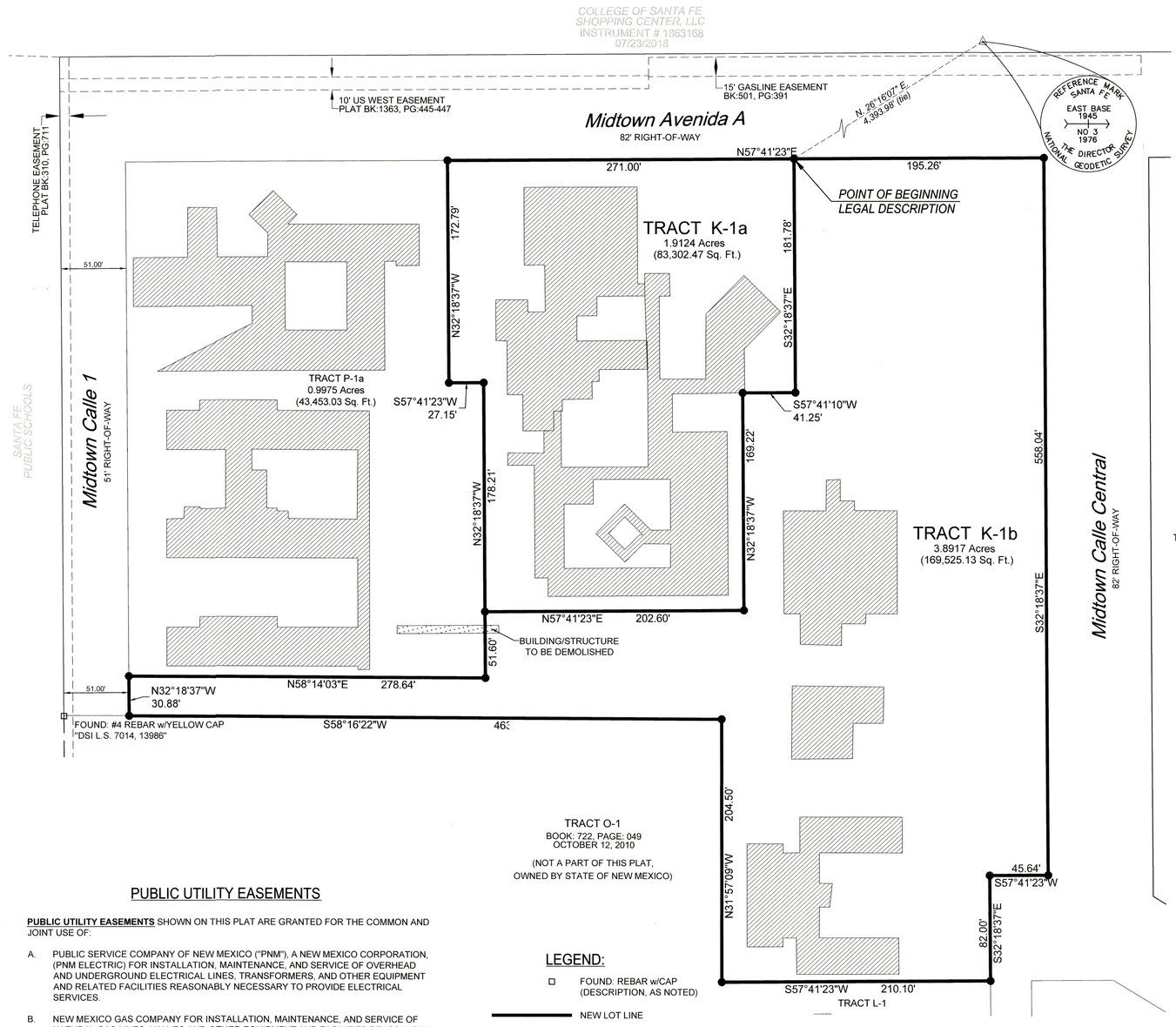
Lot Split to create TRACTS K-1a and K-1b

PLAT OF EXISTING TRACT K-1

within Projected Section 34, T.17N., R.9E., N.M.P.M.
Midtown Site
Santa Fe County, New Mexico
November 2024



VICINITY MAP
N.T.S.



NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE.
   DISTANCES ARE GROUND DISTANCES.
   COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0)
   BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984",
   BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. EXISTING NON-CONFORMING STRUCTURES CAN REMAIN THE SAME ON SEPARATE LOTS.
7. ANY "CHANGE OF USE" STRUCTURES WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
8. ANY NEW CONSTRUCTION WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
9. ANY EXISTING FIRE APPARATUS ACCESS ROADS AND EASEMENTS WILL HAVE TO REMAIN OR CHANGES WILL HAVE TO HAVE THE CITY FIRE MARSHALS OFFICE APPROVAL.
10. EACH LOT SHALL BE SERVED BY SEPARATE SEWER AND WATER SERVICE AT THE TIME OF DEVELOPMENT.
11. SEPARATE WATER SERVICE IS REQUIRED FOR EACH LEGAL LOT OF RECORD. AN AGREEMENT FOR METERED SERVICE (AMS) WILL BE REQUIRED TO INSTALL NEW SERVICES.

REFERENCED DOCUMENTS:

THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

1. PLAT OF SURVEY ENTITLED, "REPLAT PREPARED FOR THE COLLEGE OF SANTA FE", recorded SEPTEMBER 14, 2006 in PLAT BOOK 707, PAGE 050-051.
2. DIVISION PLAT FOR THE COLLEGE OF SANTA FE, recorded MAY 19, 2006 in PLAT BOOK 682, PAGE 06.
3. REPLAT FOR COLLEGE OF SANTA FE, recorded JANUARY 2, 2006 in PLAT BOOK 672, PAGE 33.
4. REPLAT FOR COLLEGE OF SANTA FE, recorded SEPTEMBER 19, 2006 in PLAT BOOK 635, PAGE 46, 47.
5. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in PLAT BOOK 722, PAGE 049.
6. REPLAT FOR COLLEGE OF SANTA FE, recorded OCTOBER 12, 2010 in BOOK 719, PAGE 044.
7. BOUNDARY EASEMENT SURVEY PLAT FOR COLLEGE OF SANTA FE, recorded JULY 15, 2010 in BOOK 719, PAGE 047.
8. PLAT OF ALTA/ACSM LAND TITLE SURVEY, recorded OCTOBER 10, 2008 in BOOK 691, PAGE 029.
9. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded JUNE 28, 2011 in BOOK 735, PAGE 045.
10. BOUNDARY SURVEY OF TRACT E "COLLEGE OF SANTA FE", recorded OCTOBER 28, 2022 in BOOK 896, PAGE 14.
11. PLAT OF EASEMENT SURVEY FOR COLLEGE OF THE CHRISTIAN BROTHERS OF NEW MEXICO, recorded 08/17/ 2009.
12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
13. BOUNDARY SURVEY PLAT FOR PRESBYTERIAN MEDICAL SERVICES, recorded NOVEMBER 30, 2004 in BOOK 574, PAGE 035.
14. LOT CONSOLIDATION FOR THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION, recorded OCTOBER 4, 1990 in BOOK 215, PAGE 013.
15. QUITCLAIM DEED from U.S.A. to COLLEGE OF THE CHRISTIAN, filed MAY 23, 1949 in BOOK 40, PAGE 437.
16. DECLARATION from U.S.A. to COLLEGE OF THE CRISTIAN, filed DECEMBER 22, 1969 in BOOK 269, PAGE 855.
17. SPECIAL WARRANTY DEED from COLLEGE OF THE CRISTIAN BROTHERS to CITY OF SANTA FE, filed SEPTEMBER 16, 2009 as INSTRUMENT 1577356.
18. EASEMENT from COLLEGE OF SANTA FE to PNM, filed JULY 9, 1990 in BOOK 682, PAGE 916.
19. EASEMENT from COLLEGE OF SANTA FE to BOARD OF EDUCATION, filed JUNE 10, 1991 in BOOK 730, PAGE 568.
20. EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed SEPTEMBER 21, 2007 as INSTRUMENT 1500540.
21. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed JULY 20, 2009 as INSTRUMENT 1571651.
22. EASEMENT from COLLEGE OF SANTA FE to PNM, filed AUGUST 13, 1996 in BOOK 1299, PAGE 74.
23. EASEMENT from COLLEGE OF SANTA FE to NEW MEXICO STATE BANK , filed JUNE 12, 2009 as INSTRUMENT 1566667.
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:

A. PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.

B. NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.

C. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.

D. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED, IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON THIS PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMER/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

DISCLAIMER

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM) AND NEW MEXICO GAS COMPANY (NMGC) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM AND NMGC DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SPECIFICALLY DESCRIBED AND SHOWN ON THIS PLAT.

LEGEND:

- FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- ADJOINING LOT LINE
- EASEMENT LINE (AS NOTED)
- BUILDING
- BUILDING/STRUCTURE TO BE DEMOLISHED
- ALL CORNERS IDENTIFIED ARE 5/8" REBAR WITH CAP STAMPED, "BM ARAGON, PS 15268", UNLESS OTHERWISE INDICATED.

UTILITY COMPANY APPROVALS:

NEW MEXICO GAS COMPANY — DATE: 2/4/2025

SANTA FE WATER DIVISION — DATE: 2/4/2025

PUBLIC SERVICE COMPANY OF NEW MEXICO — DATE: 2/6/2025

CENTURYLINK — DATE: 2/6/2025

SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

1-31-25
DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR 1-31-25

STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

CREATE TRACTS K-1A AND K-1B FROM EXISTING TRACT K-1.

AFFIDAVIT: * Lot Split

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED OWNER HAS CAUSED THE LANDS SHOW ON THIS DOCUMENT TO BE ~~REPLATTED~~. THE ~~REPLAT~~ IS MADE WITH THE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER. THIS ~~REPLAT~~ CONTAINS 5.7850 ACRES MORE OR LESS. ALL TRACTS SHOWN HERE ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. ALL ROADS AND UTILITIES ARE DEDICATED TO THE CITY FOR PUBLIC USE.
THIS ~~REPLAT~~ LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: City of Santa Fe.

BY: ALAN M. WEBBER, MAYOR — DATE: 2/11/2025

CITY CLERK: Andrea Salazar — DATE: 2/11/2025

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS 11th DAY OF February, 2025.

NOTARY PUBLIC — MY COMMISSION EXPIRES 3/25/25

REVIEWED BY SANTA FE COUNTY:

COUNTY TREASURER — DATE: 02/12/25

CASE NUMBER:

Tract	Case #
Tract K-1a & K-1b	2024-9391

REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE — DATE: 2/11/25

CITY PLANNER — DATE: 2-11-25

COUNTY OF SANTA FE) SS
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 12th day of February, 2025 A.D. at 2:59 o'clock PM, and was duly recorded in book 921, page(s) 19 of the records of Santa Fe County.

Witness my Hand and Seal of office
KATHARINE E. CLARK
County Clerk, Santa Fe county, N.M.

Deputy

County Clerk Seal

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

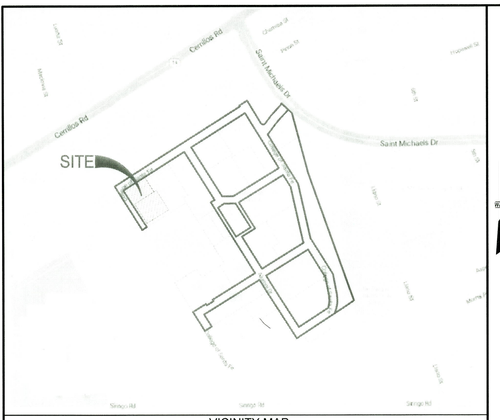
INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: CITY OF SANTA FE

LOCATION: WITHIN PROJECTED SECTION 34, T.17N., R.9E., N.M.P.M. CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

SHEET 1 OF 1

921-22



VICINITY MAP
N.T.S.

NOTES:

1. FIELD SURVEY WAS PERFORMED NOVEMBER 2021.
2. BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE.
   DISTANCES ARE GROUND DISTANCES.
   COMBINED GRID TO GROUND SCALE FACTOR: 1.0004066253 (SCALED AROUND 0,0)
   BASED ON A LINE FROM "SANTA FE EAST BASE RM3" TO "BM B-439, 1984",
   BEARING = S.49°38'22"W.
3. BENCHMARK USED FOR THIS PROJECT IS "SANTA FE EAST BASE RM3".
4. FEDERAL FLOODPLAIN MAP 35049C0411E WITH AN EFFECTIVE DATE OF DECEMBER 4, 2012 AS PUBLISHED BY THE FEDERAL EMERGENCY AGENCY SHOW THIS SITE AS BEING WITHIN ZONE X (DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
5. THIS PLAT SHOWS ALL AVAILABLE RECORD OF EASEMENTS.
6. EXISTING NON-CONFORMING STRUCTURES CAN REMAIN THE SAME ON SEPARATE LOTS.
7. ANY "CHANGE OF USE" STRUCTURES WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
8. ANY NEW CONSTRUCTION WILL HAVE TO CONFORM TO THE CURRENTLY ADOPTED FIRE CODE AND ORDINANCES BY THE CITY OF SANTA FE.
9. ANY EXISTING FIRE APPARATUS ACCESS ROADS AND EASEMENTS WILL HAVE TO REMAIN OR CHANGES WILL HAVE TO HAVE THE CITY FIRE MARSHALS OFFICE APPROVAL.
10. EACH LOT SHALL BE SERVED BY SEPARATE SEWER AND WATER SERVICE AT THE TIME OF DEVELOPMENT.
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THE FOLLOWING DOCUMENTS AND INSTRUMENTS WERE USED FOR THE PERFORMANCE AND PREPARATION OF THIS PLAT:

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12. REPLAT OF TRACT 3A & 3B FOR COLLEGE OF THE BOARD OF EDUCATION OF THE CITY OF SANTA FE, recorded MARCH 12, 1991 in BOOK 220, PAGE 037.
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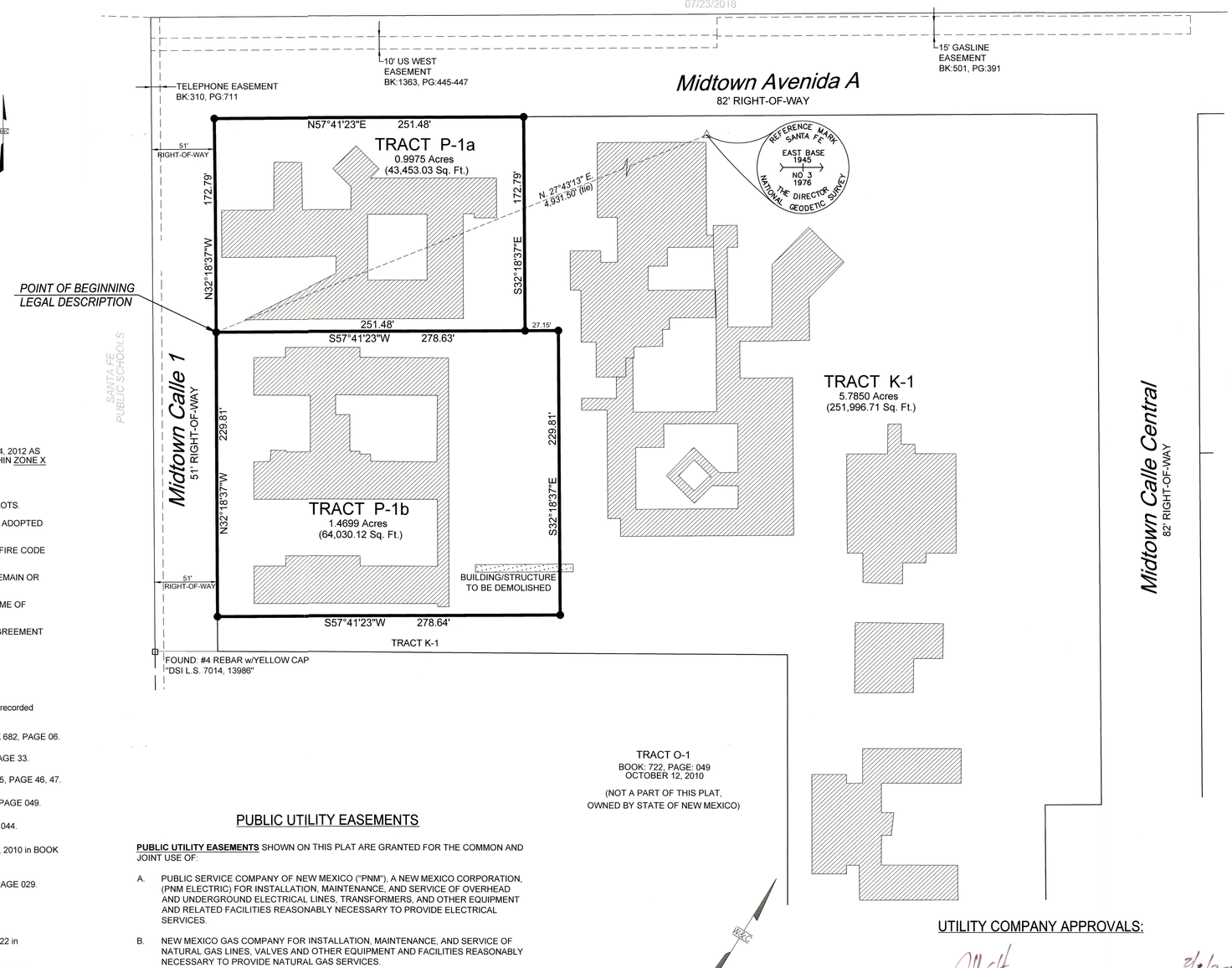
24. VACATION OF EASEMENT from COLLEGE OF SANTA FE to FIRST COMMUNITY BANK, filed AUGUST 17, 2009 as INSTRUMENT 1574183.



TRACT O-1
BOOK: 722, PAGE: 049
OCTOBER 12, 2010

(NOT A PART OF THIS PLAT,
OWNED BY STATE OF NEW MEXICO)

PUBLIC UTILITY EASEMENTS

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:

A. PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.

B. NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE OF NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.

C. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.

D. CENTURYLINK FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED, IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENTS, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRIC TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN, POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON THIS PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMER/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

DISCLAIMER

IN APPROVING THIS PLAT, PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM) AND NEW MEXICO GAS COMPANY (NMGC) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM AND NMGC DO NOT WAIVE OR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT OR OTHER DOCUMENT AND WHICH ARE NOT SPECIFICALLY DESCRIBED AND SHOWN ON THIS PLAT.

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)
1 inch = 50 ft.

LEGEND:

- FOUND: REBAR w/CAP (DESCRIPTION, AS NOTED)
- NEW LOT LINE
- ADJOINING LOT LINE
- EASEMENT LINE (AS NOTED)
- BUILDING
- BUILDING/STRUCTURE TO BE DEMOLISHED
- ALL CORNERS IDENTIFIED ARE 5/8" REBAR WITH CAP STAMPED, "BM ARAGON, PS 15268", UNLESS OTHERWISE INDICATED.

UTILITY COMPANY APPROVALS:

NEW MEXICO GAS COMPANY — DATE: 2/6/2025

SANTA FE WATER DIVISION — DATE: 2/7/2025

PUBLIC SERVICE COMPANY OF NEW MEXICO — DATE: 2/6/2025

CENTURYLINK — DATE: 2/6/2025

SURVEYOR'S CERTIFICATION:

I, BENJAMIN M. ARAGON, NEW MEXICO PROFESSIONAL SURVEYOR No. 15268, DO HEREBY CERTIFY THAT THIS BOUNDARY SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SURVEY IS NOT A LAND DIVISION OR SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT AND THAT THIS INSTRUMENT IS A BOUNDARY SURVEY PLAT OF AN EXISTING TRACT OR TRACTS.

BENJAMIN M. ARAGON N.M.P.L.S. #15268

2-31-25
DATE

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR

SHEET 1 OF 1

Lot Split to create TRACTS P-1a and P-1b

OF EXISTING TRACT P-1

within Projected Section 34, T.17N., R.9E., N.M.P.M.
Midtown Site
Santa Fe County, New Mexico
November 2024

STATEMENT OF DECLARATION:

THE PURPOSE OF THIS PLAT IS TO:

CREATE TRACTS P-1a AND P-1b, FROM EXISTING TRACT P-1.

AFFIDAVIT:

* Lot Split

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED OWNER HAS CAUSED THE LANDS SHOW ON THIS DOCUMENT TO BE ~~REPLATTED~~. THE ~~REPLAT~~ IS MADE WITH THE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER. THIS ~~REPLAT~~ CONTAINS 2.1914 ACRES MORE OR LESS. ALL TRACTS SHOWN HERE ARE SUBJECT TO RECIPROCAL PRIVATE ACCESS AND PARKING EASEMENTS ALONG AND OVER EXISTING DRIVEWAYS AND PARKING AREAS. EASEMENTS ARE GRANTED FOR EXISTING UTILITIES. ALL ROADS AND UTILITIES ARE DEDICATED TO THE CITY FOR PUBLIC USE.
THIS ~~REPLAT~~ LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER: City of Santa Fe.

BY: ALAN M. WEBBER, MAYOR — DATE: 2/11/2025

CITY CLERK: Andrea Salazar — DATE: 2/11/2025

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FOREGOING INSTRUMENT WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED BEFORE ME ON THIS 11th DAY OF February, 2025.

NOTARY PUBLIC — MY COMMISSION EXPIRES 3/25/25

JAMES J. VIGIL
Notary Public - State of New Mexico
Commission # 1132990
My Comm. Expires Mar 25, 2025

REVIEWED BY SANTA FE COUNTY:

COUNTY TREASURER — DATE: 02/12/25

CASE NUMBER:

Tract	Case #
Tract P-1a & P-1b	2024-9396

REVIEWED BY CITY OF SANTA FE:

CITY ENGINEER FOR LAND USE — DATE: 2/11/25

CITY PLANNER — DATE: 2-11-25

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO #2052449

I hereby certify that this instrument was filed for record on the 12th day of February, 2025 A.D. at 2:59 o'clock PM and was duly recorded in book 921, page(s) 22 of the records of Santa Fe County.

Witness my Hand and Seal of office
KATHARINE E. CLARK
County Clerk, Santa Fe county, N.M.

Deputy

County Clerk
Seal

WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
OFFICE: 505-348-4000
FAX: 505-348-4155
www.wilsonco.com

INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: CITY OF SANTA FE

LOCATION: WITHIN PROJECTED SECTION 34, T.17N., R.9E., N.M.P.M.
CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

EXHIBIT C

ORGANIZATIONAL STRUCTURE AND CONTROL PARTIES

FIRST AMENDED AND RESTATED OPERATING AGREEMENT
MIDTOWN ARTS AND DESIGN ALLIANCE LLC
A NEW MEXICO LIMITED LIABILITY COMPANY

THIS AMENDED AND RESTATED OPERATING AGREEMENT is made as of November 7, 2024, by Santa Fe Art Institute, a New Mexico nonprofit corporation, as the sole member ("Member") of Midtown Arts And Design Alliance LLC, a New Mexico limited liability company (the "Company").

WHEREAS, the Company was formed on August 31, 2023; and

WHEREAS, the Articles of Organization (as defined below) provided that the affairs of the Company shall be governed by a written operating agreement; and

WHEREAS, the Company executed an operating agreement dated November 7, 2023; and

WHEREAS the Member wishes to amend and restate the Operating Agreement as set forth herein to provide for more autonomy from the affairs of the Member;

NOW, THEREFORE, the Member and the Company agree as follows:

ARTICLE 1. **DEFINITIONS.**

The following terms used in this Operating Agreement shall have the following meanings (unless otherwise expressly provided herein):

1.01 "Act" means the New Mexico Limited Liability Company Act then in effect.

1.02 "Articles" means the Certificate of Organization for the Company originally filed with the New Mexico Secretary of State, and as amended from time to time.

1.03 "Capital Contributions" means the amount of money and the fair market value of any property other than money contributed to the Company by a Member with respect to such Member's Interest in the Company.

1.04 "Cash Flow" means with respect to any given period, the cash proceeds received from the Company from the sale, other disposition or refinancing of any or all of the Property (including payments of principal and interest on obligations received by the Company in connection with such sale or other disposition) in excess of amounts necessary to discharge Company obligations with respect to such Property, plus the net income of the Company as determined for federal income tax purposes, increased by cost recovery and other deductions used in determining such net income that do not involve cash expenditures, and decreased by debt service payments, and expenditures required to be capitalized for federal income tax purposes.

1.05 "Code" means the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

1.06 "Company" means Midtown Arts and Design Alliance LLC, a New Mexico limited liability company.

1.07 "Entity" means any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association.

1.08 "Initial Capital Contributions" means the amount of Capital Contributions set forth on

Exhibit A attached hereto and incorporated herein.

1.09 "Member" means Santa Fe Art Institute.

1.10 "Membership Interest" means the ownership interest of a Member in the Company at any particular time, including the right of the Member to any and all benefits to which such Member may be entitled as provided in this Agreement or the Act, together with the obligations of such Member to comply with all the terms and provisions of this Agreement and the Act. Such Interest of a Member shall, except as specifically provided herein, be the percentage of the aggregate of such benefits or obligations specified in this Agreement as such Member's Percentage Interest.

1.11 "Operating Agreement" means this operating agreement as originally executed and as amended from time to time in accordance herewith and with the Act.

1.12 "Percentage Interest" means the percentage interest of the Member.

1.13 "Person" means any individual or entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits.

1.14 "Property" means all real and personal property, tangible or intangible, owned by the Company.

1.15 "Regulations" means the federal income tax regulations, including temporary (but not proposed) regulations, promulgated under the Code.

1.16 "Substitute Member" means any Person who or which is admitted to the Company as a substitute Member.

ARTICLE 2. **FORMATION OF COMPANY.**

2.01 Formation. The Company was organized as a New Mexico limited liability company on August 31, 2023, under and pursuant to the Act.

2.02 Name. The name of the Company is Midtown Arts and Design Alliance LLC, a New Mexico limited liability company.

2.03 Principal Place of Business. The principal place of business of the Company shall be at 1600 St. Michaels Drive, Santa Fe, NM 87505. The Company may locate its places of business and registered office at any other place or places as the Member from time to time may deem advisable.

2.04 Registered Office and Registered Agent. The name and address of the Company's registered agent in the State of New Mexico is as set forth in the Company's Articles of Organization. The registered agent may be changed from time to time by the Member upon the filing of the name and address of the new registered agent with the New Mexico Secretary of State pursuant to the Act.

2.05 Certificate of Organization. The Certificate of Organization is hereby adopted and incorporated by reference in this Operating Agreement. In the event of any inconsistency between the Certificate of Organization and this Operating Agreement, the terms of the Certificate of Organization shall govern.

2.06 Term. The term of this Operating Agreement shall terminate upon the will of the Member, or,

upon the dissolution of the Company.

ARTICLE 3. **BUSINESS OF COMPANY.**

3.01 Permitted Businesses. The business of the Company shall be:

(a) Property and project management and related activities;

(b) To exercise all other powers necessary to reasonably be connected with the Company's business which may legally be exercised by limited liability companies under the Act; and

(c) To engage in all activities necessary, customary, convenient or incident to any of the foregoing.

ARTICLE 4. **CONTRIBUTIONS TO THE COMPANY.**

4.01 Original Capital Contribution. The Initial Capital Contributions to the Company by the Member shall be made concurrently with its respective execution and delivery of this Operating Agreement in the dollar amounts set forth in **Exhibit A**. The Member shall have the right, but not the obligation, to make such additional capital contributions as the Member, in its sole discretion, shall determine.

4.02 Withdrawal or Reduction of Member's Contribution to Capital.

(a) The Member shall not receive out of the Company's Property any part of such Member's contributions to capital until all liabilities of the Company, except liabilities to Member on account of its contribution to capital, have been paid or there remains Property of the Company sufficient to pay it.

(b) The Member, irrespective of the nature of its contribution, has the right to demand and receive only cash in return for such Member's contribution to capital.

4.03 Additional Capital Contributions. Except with respect to the Initial Capital Contribution and as otherwise provided for herein or under the Act, the Member shall not be obligated to make any additional Capital Contributions to the Company. If the Company needs additional capital to meet its obligations, the Company may borrow all or part of such additional capital from any source, including, without limitation, the Member. The Member shall not be obligated to make a loan to the Company.

4.04 No Third-Party Beneficiaries. The provisions of this Article ARTICLE 4 are not intended to be for the benefit of and shall not confer any rights on any creditor or other Person (other than the Member in such Member's capacity as Member) to whom any debts, liabilities or obligations are owed by the Company or the Member.

4.05 Miscellaneous.

(a) No Interest on Capital Contribution. The Member shall not be entitled to and shall not receive interest on such Member's Capital Contribution.

(b) No Withdrawal of Capital Contribution. The Member may not withdraw any capital from the capital of the Company except as expressly provided herein or under the Act.

ARTICLE 5. **ALLOCATIONS.**

All profits and losses shall be allocated according to the Percentage Interest of the Member. Prior to admitting any additional members, the Member shall amend this Operating Agreement to comply with the provisions of subchapter K of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder.

ARTICLE 6. **DISTRIBUTIONS; CASH FLOW.**

Except when the Company is in the process of dissolution and winding up as provided in Article 12 of this Operating Agreement, the Member from time to time shall determine and distribute Cash Flow to the Member, subject to such reasonable reserves as the Member may determine.

ARTICLE 7. **BOOKS, RECORDS AND ACCOUNTING.**

7.01 Books and Records. The Company shall maintain at its principal place of business books of account that accurately record all items of income and expenditure relating to the business of the Company, and that accurately and completely disclose the results of the operations of the Company.

7.02 Tax Returns. The Member shall cause independent certified public accountants of the Company to prepare and timely file all required information or tax returns of the Company.

ARTICLE 8. **MANAGEMENT.**

8. 01 Management and Authority. The operations, business, and affairs of the Company shall be managed by the Manager, who shall have full authority, power, and discretion to make all decisions with respect to the Company's business and to perform such other services and activities as set forth in this Agreement, with the exception of Member approval required prior to entering into contracts equal or exceeding $100,000. The Manager shall be an agent of the Company for its business purposes. The Manager may bind the Company in the ordinary course, provided that the Manager has approved such action in accordance with this Agreement or the Act. The Manager shall make decisions in the ordinary course of business that an ordinarily prudent Person in a similar position would take.

8.02 Manager, Appointment. The Member appoints Jamie Blosser as its Manager. The Member agrees that the Manager shall at all times have an employment agreement with the Company to serve as Manager. The Manager shall devote a reasonable amount of time and effort to the Company as necessary for its business.

8.03 Certain Powers of Manager(s). The Manager shall have the power and authority, on behalf of the Company, to:

8.02.1 acquire property in the ordinary course of the Company's business from any Person;

8.02.2 purchase life, liability and other insurance to protect the Company's property and business;

8.02.3 establish bank accounts in the name of the Company and establish the identity of all signatories entitled to draw against such accounts for the benefit of the Company;

8.02.4 employ and fix the terms of employment and termination of employment of, employees of the Company and accountants, legal counsel and consultants for the Company.

8.02.5 execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes, and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition or

disposition of the Company's property in the ordinary course of business, assignments, bills of sale, leases, agreements, and any other instruments or documents necessary, in the opinion of the Members, to the business of the Company;

8.02.6 enter into any and all other agreements on behalf of the Company with any other Person, for any purpose in the ordinary course, in such forms as the Manager(s) may approve;

8.02. 7 do and perform any and all other lawful acts as may be necessary or appropriate to conduct the Company's business.

8.04 Removal Of Manager, For Cause. Member may only remove Manager upon a for cause event ("Removal Event") with opportunity to cure as follows:

(i) if Manager has committed fraud adversely affecting the Company, the Member, or has embezzled Company funds or any portion thereof, provided that, in the case of embezzlement or fraud, if within ten (10) business days after such embezzlement or fraud is discovered by or disclosed to Manager (a) such funds are replaced, and (b) if such embezzlement or fraud is committed by an individual other than Manager, such individual is terminated, then such occurrence shall not be a Removal Event; for the avoidance of doubt, the commission of any act or conduct described in this clause by Manager shall constitute a Removal Event that is not subject to the foregoing ten (10) day cure period;

(ii) if Manager has committed an intentional material misrepresentation or willful misconduct (other than an act or conduct described in clause (i) above) materially and adversely affecting the Company, Member or any portion thereof, which is not timely cured within thirty (30) days after written notice from Memer (or, if such default is not susceptible of cure within such thirty (30) day period, within such period as is required to effect such cure, so long as Manager has commenced such cure within such thirty (30) day period;

(iii) if Manager is convicted or pleads guilty or nolo contendere to (a) any felony that involves in any material respect the Company, and/or (b) any crime involving moral turpitude or breach of trust;

(iv) a default Manager under this Agreement materially adversely affects the Company, the Member or any portion thereof, which is not timely cured within thirty (30) days after written notice from Member.

8.05 The Member is authorized on the Company's behalf to make all decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; and (f) the compromise or release of any of the Company's claims or debts. In the exercise of their management powers, Jamie Blosser as designee and is authorized to execute and deliver (as Member or as "Manager"). While the Member recognizes the authority and power delegated to Manager, should Manager be unavailable to exercise management powers in a timely manner, the Member may exercise any of the management powers by a majority vote of the Member's Board of Directors.

8.06 Member Has No Managerial Authority. The Member shall have no power to participate in the6management of the Company, except as expressly authorized by this Agreement.

(a) Reimbursement. The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company as agreed to in writing by the Company and the Member.

8.07 Indemnity of the Members, Employees or Agents.

(b) Exculpation. Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.

(c) Indemnification. The Company shall indemnify any Person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he/she is or was a Member of the Company, Manager, employee or agent of the Company (including any Designee), or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Member acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

ARTICLE 9. **RIGHTS AND OBLIGATIONS OF MEMBERS.**

9.01 Limitation of Liability. The Member's liability shall be limited as set forth herein and in the Act and other applicable law.

9.02 Company Debt Liability. The Member will not personally be liable for any debts or losses of the Company, except as may be provided for under the Act.

9.03 Loans by Members to Company. The Member may lend money to, act as surety for or transact other business with the Company and, subject to other applicable laws, shall have the same rights and obligations with respect thereto as a Person who is not a Member, but no such transaction shall be deemed to constitute a Capital Contribution to the Company.

9.04 Outside Activity. The Member may engage in any capacity (as owner, employee, consultant or otherwise) in any activity, whether or not such activity competes with or is benefited by the business of the Company, without being liable to the Company for any income or profit derived from such activity. The Member shall not be obligated to make available to the Company any business opportunity to which the Member becomes aware.

ARTICLE 10. **MEETINGS OF MEMBERS.**

So long as Santa Fe Art Institute is the sole Member of the Company, the Company shall not be required to hold any Member meetings. If the Company should admit additional Members, the Company shall not be obligated to hold any meetings on any matter unless requested by the Members as provided in the Act or as required the Operating Agreement.

ARTICLE 11. **ADMISSION OF NEW MEMBERS.**

From the date of the formation of the Company, with the consent of the Member and subject to

applicable laws, any Person acceptable to the Member may, subject to the terms and conditions of this Operating Agreement: (a) become an additional Member in this Company by sale of new Interests for such consideration as the Member shall determine; or (b) become a Substitute Member as a transferee of a Member's Interest or any portion thereof. Prior to admitting any additional members, the Member shall amend this Operating Agreement to comply with the provisions of subchapter K of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder.

ARTICLE 12. **DISSOLUTION AND TERMINATION.**

12.01 Dissolution. Upon the will of the Member, the Company shall be dissolved upon the filing of a Certificate of Dissolution with the New Mexico Secretary of State.

12.02 Effect of Filing of Certificate of Dissolution. Upon the filing with the New Mexico Secretary of State a Certificate or Articles of Dissolution, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a Certificate of Cancellation or similar has been filed with the New Mexico Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

12.03 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order:

(a) To creditors, in the order of priority as provided by law (except to a Member on account of its Capital Contributions); and

(b) To the Member.

12.04 Winding Up. Except as provided by law, upon dissolution, the Member shall look solely to the assets of the Company for the return of its Capital Contribution. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Member, who is hereby authorized to take all actions necessary to accomplish such distribution, including, without limitation, selling any Company assets the Member deems necessary or appropriate to sell.

ARTICLE 13. **MISCELLANEOUS.**

13.01 Application of New Mexico Law. This Operating Agreement, and the application of interpretation thereof, shall be governed exclusively by its terms and by the laws of the State of New Mexico, and, specifically, the Act.

13.02 Amendments. The Member may amend this Operating Agreement in writing at any time.

13.03 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

13.04 Headings. The headings in this Operating Agreement are inserted for convenience only and in no way are intended to describe, interpret, define or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

13.05 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

13.06 Severability. If any provision of this Operating Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

13.07 Heirs, Successors and Assigns. Subject to 13.08 below, each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

13.08 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company. Should the Member have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the Company. The new assignee does not have any rights of the Member or have the ability to be involved in management of the Company or the right to dissolve the Company. The new assignee is only granted rights of the distributions of the Member's interests, if the Member decides to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

IN WITNESS WHEREOF, the undersigned hereby execute this Operating Agreement.

MEMBER: SANTA FE ART INSTITUTE

By: Nicole Feliz Okumu (Jun 20, 2025 08:05 EDT) Date: June 15, 2025

Nicole Feliz Okumu, Chair, SFAI Board of Trustees

EXHIBIT A

INITIAL CAPITAL CONTRIBUTION AND INTEREST OF MEMBER

Name and Address	Initial Capital Contribution	Interest
Santa Fe Art Institute 1600 St. Michaels Drive, Santa Fe, NM 87505	Services	100%

Internal Revenue Service
District Director

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: DEC 14 1998

Santa Fe Art Institute
1600 St. Michaels Drive
Santa Fe, NM 87505-7615

Person to Contact:
Ruth Ohmer
Telephone Number:
877-829-5500
Fax Number:
513-684-5936
Federal Identification Number:
85-0404277

Dear Sir or Madam:

This is in response to your letter dated August 14, 1998, requesting a name change to your organization. We have updated our records to reflect this change.

Our records indicate that a determination letter issued in June 1997, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than $25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of $20 a day, up to a maximum of $10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of $100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Santa Fe Art Institute
85-0404277

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

Please direct any questions to the person identified in the letterhead above.

This letter affirms your organization's exempt status.

Sincerely,

C. Ashley Bullard

C. Ashley Bullard
District Director

Charitable Contributions to Domestic Disregarded Entities

IRS Notice 2012-52

PURPOSE

This notice provides guidance on the deductibility of contributions to domestic single-member limited liability companies that are wholly owned and controlled by organizations described in § 170(c)(2) of the Internal Revenue Code (U.S. charities) and for federal tax purposes are disregarded as entities separate from their owners under § 301.7701-2(c)(2)(i) of the Procedure and Administration Regulations (SMLLCs).

BACKGROUND

Section 170(a) allows as a deduction any charitable contribution, as defined in § 170(c). Section 170(c)(2) in part defines the term "charitable contribution" as a contribution or gift to or for the use of a corporation, trust, or community chest, fund, or foundation--

(A) Created or organized in the United States or in any possession thereof, or under the law of the United States, any State, the District of Columbia, or any possession of the United States;

(B) Organized and operated exclusively for specified purposes, including religious, charitable, scientific, literary or educational purposes;

(C) No part of the net earnings of which inures to the benefit of any private shareholder or individual; and

(D) Which is not disqualified for tax exemption under § 501(c)(3) by reason of attempting to influence legislation or participating in a political campaign.

Section 170(b) prescribes limitations on the maximum amount deductible as a charitable contribution.

Generally, a business entity that has a single owner and is not a corporation under § 301.7701-2(b) is disregarded for federal tax purposes as an entity separate from its owner (disregarded entity). See § 301.7701-2(c)(2)(i). Section 301.7701-2(a) provides that "if the entity is disregarded, its activities are treated in the same manner as a sole proprietorship, branch, or division of the owner." A business entity (including a disregarded entity) is domestic if it is created or organized within the United States, or under the law of the United States or of any state. See § 301.7701-5(a). A U.S. charity that wholly owns a disregarded entity must treat the operations and finances of the disregarded entity as its own for tax and information reporting purposes. See Ann. 99-102, 1999-2 C.B. 545. However, for employment and certain excise tax purposes, an entity that is disregarded as separate from its owner for any purpose under § 301.7701-2 is treated as an entity separate from its owner. See § 301.7701-2(c)(2)(iv) and (v).

CONTRIBUTIONS TO DOMESTIC SMLLCs

If all other requirements of § 170 are met, the Internal Revenue Service will treat a contribution to a disregarded SMLLC that was created or organized in or under the law of the United States, a United States possession, a state, or the District of Columbia, and is wholly owned and controlled by a U.S. charity, as a charitable contribution to a branch or division of the U.S. charity. The U.S. charity is the donee

organization for purposes of the substantiation and disclosure required by §§ 170(f) and 6115. To avoid unnecessary inquiries by the Service, the charity is encouraged to disclose, in the acknowledgment or another statement, that the SMLLC is wholly owned by the U.S. charity and treated by the U.S. charity as a disregarded entity. The limitations of § 170(b) apply as though the gift were made to the U.S. charity.

EFFECTIVE DATE

This notice is effective for charitable contributions made on or after July 31, 2012. However, taxpayers may rely on this notice prior to its effective date for taxable years for which the period of limitation on refund or credit under § 6511 has not expired.

DRAFTING INFORMATION

The principal author of this notice is Susan J. Kassell of the Office of the Associate Chief Counsel (Income Tax & Accounting). For further information concerning this notice, contact Ms. Kassell at (202) 622-5020 (not a toll-free call).

STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

Limited Liability Company

ONLINE ARTICLES OF ORGANIZATION

The undersigned, acting as organizer(s) of a Limited Liability Company pursuant to the New Mexico Limited Liability Company Act, adopt the following Articles of Organization:

ARTICLE ONE: The name of the Limited Liability Company is:

Midtown Arts and Design Alliance LLC

ARTICLE TWO: The period of duration is: Perpetual

ARTICLE THREE:
(1) The name of the initial registered agent at the address is:

First Name	Last Name
Jamie	Blosser

(2) The New Mexico street address of the company's initial registered agent is:

Type	Address	City	State	Zip	Country
Physical Address	1600 ST. MICHAEL'S DRIVE #31	Santa Fe	NM	87505	USA

(Post Office Box is not acceptable. Provide a description of the geographical location if a street address does not exist.)

(3) The street address of the company's principal place of business, if different from its registered agent's address is:

Address	City	State	Zip	Country
1600 ST. MICHAEL'S DRIVE #31	Santa Fe	NM	87505	USA

(4) The mailing address of the Limited Liability Company is:

Address	City	State	Zip	Country
PO Box 24044	Santa Fe	NM	87502-4044	USA

Email Address: jblosser@sfai.org

Phone: 505-424-5050

ARTICLE FOUR: (Check only if applicable):

☑ YES Management of the business and affairs of the company is vested in a manager(s).

Manager Name and address:

Name	Physical Address	Mailing Address
Santa Fe Art Institute	1600 ST. MICHAEL'S DRIVE, #31, Santa Fe, NM 87505	PO Box 24044, Santa Fe, NM 87502 - 4044

ARTICLE FIVE: (Check only if applicable):

☑ YES The Limited Liability Company is a single member Limited Liability Company.

Member Name and address:

Name	Physical Address	Mailing Address

ARTICLE SIX: If these Articles of Organization are not to be effective upon filing with the Secretary of State's Office, the effective date is *(if an effective date is specified here, it cannot be a date prior to the date the articles are received by the Secretary of State's Office.)*

Effective Date

08/31/2023

Purpose: To manage and develop the Midtown Arts and Design Alliance, a creative cultural hub with a mission to improve lives through art, design, education, service, and enterprise.

NAICS Code:

NAICS Sub Code:

Organizer(s) Printed Name(s):

(Typing the First and Last Name of the Organizer(s), is the equivalent of an electronic signature.)

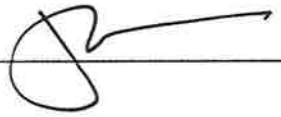
Organizer Name
Santa Fe Art Institute

MASTER TREASURY MANAGEMENT SERVICES AGREEMENT

Addendum A

Date: December 13, 2023

This addendum supercedes all prior versions. Multiple entities may be linked to a single InBusiness profile. If this arrangement is desired, the signatures of controlling individuals as designed on the corporate resolution for each entity must sign below. A single Primary Administrator will be designated for the online profile.

Customer (Business Name)	TIN	Authorized Signature	Printed Name	Email
SANTA FE ART INSTITUTE	85-0404277		Jamie Blosser	jblosser@sfai.org

As Applicable:

Additional Entities	TIN	Authorized Signature (if different from above)	Printed Name	Email
MIDTOWN ARTS AND DESIGN ALLIANCE LLC	93-3320091		jblosser@sfai.org	jblosser@sfai.org

Primary Administrator

Name	Title	Email	Phone Number
Jamie Blosser	CEO	Jamie Blosser	505.424.5050

Statement of Acceptance of Appointment by

Designated Initial Registered Agent

If the Registered Agent listed on Article Four is an individual, complete **box one.**

If the Registered Agent listed on Article Four is a corporation or LLC, complete **box two.**

Please Note: the limited liability company filing these articles cannot be listed as their own registered agent.

Box One - Individual as Registered Agent

I, _____
(Registered Agent's Printed Name)
the undersigned individual, hereby accept the appointment as initial registered agent of

_____,
(Company's Name)
the Limited Liability Company which is named in the Articles of Organization.

_____
(Registered Agent's Signature)

Box Two - Corporation or LLC as Registered Agent

I, Jamie Blosser, Executive Director and CEO
(Authorized Person's Printed Name and Title)
the undersigned individual on behalf of Santa Fe Art Institute,
(Registered Agent Corporate/ Company Name)
hereby accept the appointment as initial registered agent of

Midtown Arts and Design Alliance LLC,
(Company's Name)
the Limited Liability Company which is named in the Articles of Organization.

_____
(Authorized Person's Signature)

EXHIBIT D

LEED REQUIREMENTS

LEED v4 for Neighborhood Development Plan
Project Checklist

Project Name: **Midtown Arts & Design Alliance**
Date: **April 29, 2025**

Yes	?	No					Justification	Next Steps for Documentation
15	0	13	**Smart Location & Linkage**			28		
Y			Prereq	Smart Location		Required	Project is (1) an infill site, (2) served by existing water infrastructure, and (3) within a legally adopted redevelopment plan	Site boundary map Aerial map showing surrounding developed parcels GIS or planning map showing infrastructure (water, sewer, roads, etc.) Local zoning or comprehensive plan map (to confirm development intent)
Y			Prereq	Imperiled Species and Ecological Communities		Required	Project is not located on (1) land containing habitat for species listed as threatened or endangered OR (2) located on land identified as a sensitive ecological community.	Letter/report from a qualified ecologist or biologist confirming no presence of endangered/threatened species or critical habitat on site Habitat data from: USFWS IPaC, NatureServe, or state natural heritage programs If any habitat is present: Consultation letter from USFWS or NM Game & Fish AND Approved mitigation plan or incidental take permit (if applicable)
Y			Prereq	Wetland and Water Body Conservation		Required	Our project avoids impacts to wetlands and waterbodies.	Wetland delineation report (Corps of Engineers or qualified consultant) Map of delineated wetlands/water bodies and buffer zones (≥50 ft) Site plan showing any trails/infrastructure within buffers Description of Best Management Practices (BMPs) used for buffer encroachments
Y			Prereq	Agricultural Land Conservation		Required	Our project avoids developing on land that is currently active agricultural use AND is classified as prime farmland/is zoned for agricultural protection.	NRCS Web Soil Survey map showing farmland classifications Statement of current land use (e.g., no active agriculture) Zoning and land use maps (showing the site is not zoned for agricultural use) If impact exists: Documentation of off-site agricultural land mitigation (easement or payment)
Y			Prereq	Floodplain Avoidance		Required	Our project has no floodplain impact.	FEMA Flood Insurance Rate Map (FIRM) with project overlay Local floodplain map (if more restrictive) Site plan showing development relative to floodplain boundaries If developing within floodplain: Flood-resilient design documentation, Engineer's report showing no increase to base flood elevations, Justification (e.g., infill exception)
10			Credit	Preferred Locations		10	Option 1: Location Type (Up to 5 points) - Given its central location and existing infrastructure, the site likely qualifies as an infill site, which could earn up to 5 points under this option. Option 2: Connectivity (Up to 2 points) - If the area achieves an intersection density of ≥200 intersections per square mile, it could earn 2 points; if it's between 90 and 199 intersections per square mile, it could earn 1 point. Option 3: Designated High-Priority Locations (1 point) - This designation aligns with LEED's criteria for high-priority redevelopment areas, potentially earning 1 point under this option.	Infill Status: Provide maps and descriptions showing the site's location relative to existing development. Intersection Density: Conduct a GIS analysis to calculate the number of intersections per square mile within a ¼-mile radius of the project boundary. High-Priority Designation: Include official documentation of the MRA designation.
		2	Credit	Brownfield Remediation		2	Does not apply.	N/A
2		5	Credit	Access to Quality Transit		7	Option 1: Proximity to Transit - 1 point for being within 1/4 mile of local bus Option 2: Transit Accessibility Enhancement - 1 point for Pedestrian Improvements: Adding or enhancing pedestrian infrastructure to improve access (e.g., crosswalks, bike lanes, signage).	Site and Transit Maps: A map showing the site location relative to the nearest transit stops AND a map showing transit routes and stop locations, including bus, rail, or BRT routes. Transit Service Information: Confirmation from transit agencies that they provide service within the required distance and meet the frequency requirements for the various types of transit. Pedestrian and Bike Access: A plan showing any pedestrian improvements (e.g., new walkways, bike lanes) that enhance connectivity to transit.
1		1	Credit	Bicycle Facilities		2	1 point for bike parking.	Site Plan and Bicycle Parking Locations: A site plan showing the location of all bike parking facilities (short-term and long-term). Indicate the covered and secure bike parking areas. Include specifications for bike racks, storage facilities, and any additional amenities like showers or changing rooms for commuter cyclists.
		3	Credit	Housing and Jobs Proximity		3	This likely won't be applicable before MRDA is up and running	N/A
		1	Credit	Steep Slope Protection		1	Does not apply.	N/A
1			Credit	Site Design for Habitat or Wetland and Water Body Conservation		1	The project restores significant portions of habitat, wetland, or water body areas, or create buffer zones for protection.	A site plan showing the location of critical habitats, wetlands, or water bodies and identifying the area that will be protected, restored, or enhanced. Mapping the natural habitats or wetlands present before development and demonstrating how these areas will be preserved or restored. Documentation verifying the type of wetlands or habitats found on the site, the importance of those habitats to the local ecosystem, and any specific endangered species or unique vegetation that will benefit from protection. Restoration plan that outlines how the site will be restored to native or natural conditions.
1			Credit	Restoration of Habitat or Wetlands and Water Bodies		1	The design calls for the restoration of at least 10% of the project area, or 0.3 acres, whichever is greater, excluding land preserved in a natural condition under other LEED credits. The design uses native or adapted vegetation (preferably native to the ecoregion).	Narrative that describes: What was the previous condition? What restoration actions were taken (regrading, planting, removing invasives, reintroducing hydrology)? What is the target ecological function (e.g., pollinator habitat, riparian buffer)? Site plan that: Shows restored areas relative to the overall site. Includes habitat or wetland boundaries and buffer zones if applicable. Planting and Management Plan that includes: List of native or adapted species used. Soil preparation methods. Long-term maintenance or stewardship strategy.
		1	Credit	Long-Term Conservation Management of Habitat or Wetlands and Water Bodies		1	Does not apply.	N/A

LEED v4 for Neighborhood Development Plan
Project Checklist

Project Name: **Midtown Arts & Design Alliance**
Date: **April 29, 2025**

Yes	?	No						
12	6	22	**Neighborhood Pattern & Design**			41		
	?		Prereq	Walkable Streets	Required	**These may be hard to achieve with the VAC:** Functional building entries on at least 50% of street-facing façades. Transparent windows on at least 40% of the ground-level façade (2.5–8 feet above grade). No blank walls longer than 50 feet along sidewalks. Continuous sidewalks or equivalent paths on both sides of 90%+ of internal streets. No building setbacks larger than 25 feet on 50%+ of block length (unless public space). Ground-level uses must be pedestrian-oriented (not service/loading entrances).	Site Plan and Street Network Diagram Facade Elevations and Renderings Building Height and Street Width Diagrams Sidewalk Measurements and Details Narrative
Y			Prereq	Compact Development	Required	Achieve at least 0.5 floor-area ratio (FAR) on buildable land for nonresidential use.	Site plan with land use breakdown Density calculations Narrative
Y			Prereq	Connected and Open Community	Required	Through Connections: (1) Our project avoids physical barriers to connections in and out of the site, and (2) has one non-motorized through-connection every 800 feet. Our project has no gated access. Our internal streets allow for reasonable pedestrian and bike circulation through the site. Our perimeter is unfenced.	Project boundary and street network map Connectivity diagram/block plan Narrative Renderings
3		6	Credit	Walkable Streets	9	1 point for architectural variety of 50% or more of street-facing facades 1 point for 8ft sidewalk widths 1 point for trees at 50 ft intervals	Site and street sections showing height-to-width ratios Façade diagrams with transparency, entry locations Sidewalk and tree layout plans Narrative summary or checklist
2		4	Credit	Compact Development	6	2 point for >0.75 FAR	Final site plan or phasing plan Updated calculations showing average project-wide density
	4		Credit	Mixed-Use Neighborhoods	4	We have 5 of the following qualifying uses: - Services, Civic, Education, Cultural, Office/Employment Center **(this category only counts if housing is developed nearby but we should double-check)**	Map with ¼-mile walkable network radius Use Type List Narrative or Table Plans or Agreements (if uses are planned but not built)
		7	Credit	Housing Types and Affordability	7	Does not apply.	N/A
1			Credit	Reduced Parking Footprint	1	No more than 20% of street frontage within the project is occupied by off-street surface parking lots. Surface parking must be behind or to the side of buildings, never between the building and the street AND Parking must be visually screened (landscaping, fencing, etc.). Parking must be shared among uses, not assigned to individual buildings unless justified (e.g., residential overnight).	Site plan or rendering showing parking lot locations, screening, and relationship to buildings Calculation of street frontage occupied by off-street surface parking Narrative or parking management plan showing shared-use strategy Zoning documentation or variance if shared parking isn't typical in your jurisdiction
2			Credit	Connected and Open Community	2	1 point for Connecting the project to adjacent developments (residential, commercial, etc.) through pedestrian, bicycle, and vehicular access. 1 point for providing public access to one or more open spaces or public amenities (parks, plazas, trails, etc.) within walking distance (¼ mile from the project boundary).	Site plan indicating pedestrian, cycle, and vehicular access points to surrounding neighborhoods or developments AND showing open space locations (public parks, plazas, trails) and public amenities within walking distance (¼ mile for open spaces, ½ mile for amenities). Connectivity diagram Narrative description
		1	Credit	Transit Facilities	1	Does not apply.	N/A
		2	Credit	Transportation Demand Management	2	Does not apply.	N/A
1			Credit	Access to Civic & Public Space	1	The project provides direct access to one or more public space.	Site Plan or Map showing the location of the civic or public space(s) in relation to the project. Draw a ½-mile walking radius from the project boundary to illustrate how close public spaces are to the development. Narrative Renderings
		1	Credit	Access to Recreation Facilities	1	Does not apply.	N/A
1			Credit	Visitability and Universal Design	1	The project must provide accessible pathways that connect key public spaces (like building entrances, sidewalks, and plazas) to public streets and transit stations, ensuring that they are usable by people with disabilities. Main building entrances must be accessible and free from barriers such as stairs, requiring no special assistance or equipment to enter. Wide doors, lever style handles, accessible thresholds All common areas are fully accessible	Site plan and accessibility map Building floor plans indicating universal design features Narrative Drawing sheets showing ADA compliance
1			Credit	Community Outreach and Involvement	2	The development includes an early and formalized community engagement process that includes: public meetings, workshops, surveys, engagement with local organizations AND incorporates community feedback The project also has an ongoing communication strategy throughout the development process	Community outreach plan Meeting documentation Examples of feedback integration Ongoing communicatoin strategy
		1	Credit	Local Food Production	1	Does not apply (1/2 acre threshold).	N/A
	2		Credit	Tree-Lined and Shaded Streetscapes	2	This category will only count if the City invests in its street trees.	Streetscape design Planting plan/tree species list Narrative
1			Credit	Neighborhood Schools	1	Project is within a 1/2 mile of Nava Elementary School and Milagro Middle School.	Site plan and access map Pedestrian and bicycle access plan Narrative

LEED v4 for Neighborhood Development Plan
Project Checklist

Project Name: **Midtown Arts & Design Alliance**
Date: **April 29, 2025**

Yes	?	No					Justification	Next Steps for Documentation
11	9	9	**Green Infrastructure & Buildings**			30		
Y			Prereq	Certified Green Building	Required		**The project must go through LEED certification.**	Provide a copy of the LEED certification.
Y			Prereq	Minimum Building Energy Performance	Required		10% better than the local energy code The building incorporates energy-efficient design strategies, such as improved insulation, high-efficiency HVAC systems, energy-efficient lighting, and advanced building materials that reduce heating and cooling loads. An energy model demonstrating compliance is verified by a licensed professional.	Energy Modeling Report Compliance Veritification Energy Code Compliance Documentation Energy Performance Calculation Forms
Y			Prereq	Indoor Water Use Reduction	Required		20% water use reduction compared to WaterSense baseline Use of high-efficiency fixtures	Water Efficiency Calculations or Documentation Fixture Specifications Manufacturer Cut Sheets
Y			Prereq	Construction Activity Pollution Prevention	Required		Erosion and Sedimentation Control Plan (ESC Plan) Best Management Practices (BMPs) Compliance with Local or National Guidelines Monitoring and Documentation	Erosion and Sedimentation Control (ESC) Plan Best Management Practices (BMPs) Approval or review letters from local regulatory agencies Monitoring and Inspection Reports
1	4		Credit	Certified Green Buildings	5		We'll at least get 1 point here because the building has to be certified.	Provide a copy of the LEED certification.
2			Credit	Optimize Building Energy Performance	2		2 points: A minimum 10% improvement in energy performance compared to the baseline of ASHRAE 90.1-2010	Energy Modeling Report Systems Specifications Energy Management Plan
1			Credit	Indoor Water Use Reduction	1		1 point: Achieve a 30% reduction in indoor water use compared to the baseline using WaterSense or	Water Use Calculation Report
2			Credit	Outdoor Water Use Reduction	2		2 points: Achieve a 50% reduction in outdoor water use compared to the baseline.	Water Use Calculation Report Irrigation System Design Planting Plan and Species List Rainwater Harvesting and Other Water Sources
1			Credit	Building Reuse	1		1 point: Achieve at least 50% of the existing building's structure and envelope (exterior walls, roof, and floors) is reused in the project.	Building Reuse Report Architectural Plans and Drawings Deconstruction Plan (if applicable)
		2	Credit	Historic Resource Preservation and Adaptive Reuse	2		Does not apply.	N/A
1			Credit	Minimized Site Disturbance	1		The project must limit the amount of site disturbance to less than 25% of the project site	Site Disturbance Plan
3			Credit	Rainwater Management	3		1 point is awarded for managing runoff from impervious surfaces and implementing basic stormwater management strategies. 2 points are awarded for 50% reduction in runoff from the site. 3 points are awarded for 100% reduction of runoff or achieving the highest standards in stormwater management and water quality.	Rainwater Management Plan Stormwater Calculations Maintenance Plan
		1	Credit	Heat Island Reduction	1		Does not apply.	N/A
		1	Credit	Solar Orientation	1		Does not apply.	N/A
	3		Credit	Renewable Energy Production	3		3 points for 30% or more of energy needs met by renewable sources	Energy Production Plan
		1	Credit	District Heating and Cooling	2		Does not apply.	N/A
		1	Credit	Infrastructure Energy Efficiency	1		Does not apply.	N/A
		2	Credit	Wastewater Management	2		Does not apply.	N/A
	1		Credit	Recycled and Reused Infrastructure	1		Need to look into this further.	
		1	Credit	Solid Waste Management	1		Does not apply.	N/A
	1		Credit	Light Pollution Reduction	1		Need to look into this further.	

LEED v4 for Neighborhood Development Plan
Project Checklist

Project Name **Midtown Arts & Design Alliance**
Date: **April 29, 2025**

Yes	?	No						
1	**5**	**0**	**Innovation & Design Process**		**6**		
	5		Credit	Innovation	5	This seems very subjective; WE must prove how the project is innovative. Could be: Regenerative Landscape Practices Cultural Sustainability & Community Engagement Carbon Neutrality or Beyond	Innovation Strategy or Concept Description Exemplary Performance Documentation Verification of Outcomes
1			Credit	LEED® Accredited Professional	1	I (Mayrah) am a LEED Accredited Professional so we can claim this point.	LEED AP ND Credential Verification Team Role Description
0	**0**	**4**	**Regional Priority Credits**		**4**		
		1	Credit	Regional Priority Credit: Region Defined	1	I haven't looked into what these are for NM.	N/A
		1	Credit	Regional Priority Credit: Region Defined	1	I haven't looked into what these are for NM.	N/A
		1	Credit	Regional Priority Credit: Region Defined	1	I haven't looked into what these are for NM.	N/A
		1	Credit	Regional Priority Credit: Region Defined	1	I haven't looked into what these are for NM.	N/A
39	**20**	**48**	**PROJECT TOTALS (Certification estimates)**		109		

Certified: 40-49 points, **Silver:** 50-59 points, **Gold:** 60-79 points, **Platinum:** 80+ points

EXHIBIT E

FORM OF BOND

_____ INSURANCE COMPANY
QUASI-PUBLIC IMPROVEMENTS PERFORMANCE BOND

Bond No. _____
Initial Premium $ _____
Subject to Renewal

KNOW ALL BY THESE PRESENTS: That _____, a _____ ("Principal") and _____, a corporation duly authorized under the laws of the State of New Mexico to become surety on bonds and undertakings ("Surety"), are held and firmly bound unto the City of Santa Fe, New Mexico ("Obligee"), in the full and just sum _____ Dollars and _____Cents ($_____) lawful money of the United States of America, to be paid to Obligee, its successors or assigns; for which payment, well and truly to be made, Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, Principal and Obligee have entered into that certain Ground Lease and Development Agreement, effective _____ ___, 20__ (the "Agreement") whereby Principal agrees to install and complete certain designated quasi-public improvements according to the Agreement. is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the terms of the Agreement.

Now, if Principal, its successors or assigns, shall perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

Principal is responsible for all taxes and other costs incurred in fulfilling the requirements of the Agreement. As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable

attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

This bond is enforceable without the need to have recourse to any judicial or arbitral proceeding.

Surety is authorized with the New Mexico Secretary of State to do business in the State of New Mexico, and its registered agent in the State of New Mexico is _____. The appointment of said agent shall remain in place for the entire duration of this bond.

Notice required by or provided pursuant to this bond shall be given in writing to the representatives identified herein. Notice shall be effective upon personal delivery to any such representative or seven (7) business days after deposit, postage prepaid and registered or certified, in an official receptacle of the U.S. Postal Service. Notice to the City of Santa Fe shall be made to the Planning and Land Use Director at 200 Lincoln Avenue, Santa Fe, New Mexico 87504.

The laws of the State of New Mexico shall govern the interpretation, validity, performance and enforcement of this this bond. In the case of any controversy or dispute in the interpretation, validity, performance or enforcement of this bond, the exclusive venue shall be the New Mexico First Judicial District Court, Santa Fe County, New Mexico. Surety and Principal consent to the venue and the jurisdiction of such court.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized [Attorney-in-Fact] at ____, this _____day of_____.

PRINCIPAL:

_____, a

_____

By:

SURETY:

_____, a
_____

By:

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this PERFORMANCE BOND as of the date of the signature by the required approval authorities below.

Acknowledged and Accepted for Compliance with LUD Case No.: 2022-5393, as per Planning Commission decision dated _____ ___, 20__:

City of Santa Fe

By: _____ _____
City Engineer Date
City of Santa Fe Land Use Department

EXHIBIT E

FORM OF BOND

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QUASI-PUBLIC IMPROVEMENTS PERFORMANCE BOND

Bond No. _____
Initial Premium $ _____
Subject to Renewal

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Now, if Principal, its successors or assigns, shall perform the covenants, conditions and provisions in the Agreement and any alteration thereof made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized [Attorney-in-Fact] at ____, this _____day of_____.

PRINCIPAL:

_____, a

_____

By:

SURETY:

_____, a
_____

By:

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this PERFORMANCE BOND as of the date of the signature by the required approval authorities below.

Acknowledged and Accepted for Compliance with LUD Case No.: 2022-5393, as per Planning Commission decision dated _____ ___, 20__:

City of Santa Fe

By: _____ _____
City Engineer Date
City of Santa Fe Land Use Department

EXHIBIT F

MADA FF&E & Inventory List

MADA FF&E INVENTORY									
Building	**Rm #**	**Corrected Rm #**	**Room Name**	**Category**	**Count**	**Inventory**	**Inventory notes**	**Instructions**	**Photo Reference**
Marion	101		Shop	Equipment	2	Rotary paper cutters			Marion_101_Photo (1)-(24)
Marion	101		Shop	Equipment	3	Mat cutters			Marion_101_Photo (1)-(24)
Marion	101		Shop	Equipment	2	Drymount presses			Marion_101_Photo (1)-(24)
Marion	101		Shop	Equipment	2	Wall mounted glass and plexiglass cutters			Marion_101_Photo (1)-(24)
Marion	101		Shop	Equipment	1	Aluminum sheet cutter			Marion_101_Photo (1)-(24)
Marion	101		Shop	Equipment	4	Rolling tables			Marion_101_Photo (1)-(24)
Marion	101		Shop	Tables, Storage, Built-in	1	Built-in L desk with cabinetry and shelves			Marion_101_Photo (1)-(24)
Marion	101		Shop	Storage	2	Flat files			Marion_101_Photo (1)-(24)
Marion	101		Shop	Art supplies		Misc. framing supplies			Marion_101_Photo (1)-(24)
Marion	101		Shop	Wall/Display		Bulletin boards			Marion_101_Photo (1)-(24)
Marion	101		Shop	Safety/Sanitation	1	Paper towel dispenser			Marion_101_Photo (1)-(24)
Marion	102		Darkroom	Equipment, Wall/Display		Multiple backdrops and roll mounted on wall		We don't want specialized lighting in here	Marion_102_Photo (1)-(16)
Marion	102		Darkroom	Equipment		tripod case and tripods			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	Lighting, Misc.		misc. lighting			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	Storage, Misc.	1	rolling metal shelf			Marion_102_Photo (1)-(16)
				Carts	1	rolling metal cart			
				Tables	1	rolling metal table			
Marion	102		Darkroom	Lighting, Equipment	1	soft box			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	Podium	1	podium			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	Lighting		specialized lighting			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	IT	1	Mac mini with keyboard and mouse			Marion_102_Photo (1)-(16)
Marion	102		Darkroom	IT		extension chords			Marion_102_Photo (1)-(16)
Marion	103		Darkroom			Same room as above.			Marion_102_Photo (1)-(16)
Marion	104		Workstudy	Storage		Shelving		Film likely expired	Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Safety/Sanitation, Misc.		Misc. PPE			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Art supplies		Film and paper			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Art supplies		toner ink cartridges			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		lenses			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		enlarger lenses			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		easels			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Art supplies	1	mounting board			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		film frames			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		negative carriers			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Equipment		lens boards			Marion_104_Photo (1)-(16)
Marion	104		Workstudy	Door	1	cage/gate			Marion_104_Photo (1)-(16)
Marion	105		Corridor	Art supplies		Ink cartridges		Trash everything	Marion_105_Photo (1)-(4)
Marion	105		Corridor	Storage		metal shelving			Marion_105_Photo (1)-(4)
Marion	105		Corridor	Trash		misc. trash			Marion_105_Photo (1)-(4)
Marion	106		Darkroom	Casework		Casework			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Safety/Sanitation	1	large sink			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Equipment	1	gravity works print washer			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Equipment	1	Besler dichro 45S enlarger with timer and easel			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Equipment		drying racks			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Storage		paper safes			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Equipment		liquid trays			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Chemicals		chemical jugs			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Safety/Sanitation	1	paper towel holder			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Art supplies, Misc.		misc. darkroom supplies			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Equipment	1	light table			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Storage		movable shelves			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Floor		anti fatigue mats			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Safety/Sanitation	1	exhaust at sink			Marion_106_Photo (1)-(18)
Marion	106		Darkroom	Chemicals, Safety/Sanitation	1	chemical trap			Marion_106_Photo (1)-(18)
Marion	107		Darkroom	Equipment	1	Copy stand		IAIA might like a lot of this	Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Storage		shelves			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Equipment		backdrops			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Equipment, Lighting, Misc.		misc. lighting and clamp equipment			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Items		umbrellas			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Equipment, Lighting		soft boxes			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Equipment		power packs			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Chairs, Misc.		misc. chairs			Marion_107_Photo (1)-(14)
Marion	107		Darkroom	Equipment		gels			Marion_107_Photo (1)-(14)
Marion	108		Darkroom			Same room as above			Marion_107_Photo (1)-(14)
Marion	109		Corridor						
Marion	110		Digital	Tables	6	regular work tables			Marion_110_Photo (1)-(38)
Marion	110		Digital	Tables	8	work tables with electrical			Marion_110_Photo (1)-(38)
Marion	110		Digital	Chairs	16	office chairs			Marion_110_Photo (1)-(38)
Marion	110		Digital	Wall/Display		white boards			Marion_110_Photo (1)-(38)
Marion	110		Digital	IT, Storage, Built-in	1	built-in server cabinet			Marion_110_Photo (1)-(38)
Marion	110		Digital	IT	1	IT server			Marion_110_Photo (1)-(38)
Marion	110		Digital	Equipment	1	light table			Marion_110_Photo (1)-(38)
Marion	110		Digital	Equipment	1	print viewing box			Marion_110_Photo (1)-(38)
Marion	110		Digital	Art supplies		roll paper for person 3900s			Marion_110_Photo (1)-(38)
Marion	110		Digital	Storage	5	shelves and filing cabinets			Marion_110_Photo (1)-(38)
Marion	110		Digital	Equipment		light stands			Marion_110_Photo (1)-(38)
Marion	110		Digital	Trash		misc. trash			Marion_110_Photo (1)-(38)
Marion	110		Digital	Printers	1	office hp laser jet printer p3015			Marion_110_Photo (1)-(38)
Marion	110		Digital	AV	1	overhead projector			Marion_110_Photo (1)-(38)
Marion	111		Finishing			Same as above			Marion_110_Photo (1)-(38)
Marion	112		Mech						
Marion	113		Atrium	Equipment	1	salon stand			Marion_113_Photo (1)-(12)
Marion	113		Atrium	Chairs	2	chaise lounges			Marion_113_Photo (1)-(12)
Marion	113		Atrium	Tables	2	expandable tables			Marion_113_Photo (1)-(12)
Marion	113		Atrium	Equipment	1	copy stand			Marion_113_Photo (1)-(12)
Marion	113		Atrium	Wall/Display		dark room signs			Marion_113_Photo (1)-(12)
Marion	113		Atrium	IT	1	WiFi security device plugged in			Marion_113_Photo (1)-(12)
Marion	114		Vestibule	Equipment		drying racks		Chemicals must be disposed	Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Door	1	revolving door			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Equipment	3	UV exposure units			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Equipment	1	development clock			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Safety/Sanitation	1	6ft sink			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Equipment		development trays			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Safety/Sanitation	3	fatigue mats			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Casework, Storage		casework			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Trash		chemicals for disposal			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Lighting, Equipment	1	Thomas duplex light			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	Misc.		misc. small kitchen appliances			Marion_114_Photo (1)-(28)
Marion	114		Vestibule	IT	1	phone			Marion_114_Photo (1)-(28)
Marion	115		Non-Silver	Equipment		drying racks			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Equipment		development trays in multiple sizes 6"-2'			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Lighting, Equipment		dark room lighting			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Safety/Sanitation	1	10ft wash sink			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Safety/Sanitation		fatigue mats			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Lighting, Equipment	1	Thomas Duplex safe light			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Casework, Storage		casework			Marion_115_Photo (1)-(16)
Marion	115		Non-Silver	Safety/Sanitation	1	eye wash stand			Marion_115_Photo (1)-(16)
Marion	116		Advance Large	Casework, Storage		casework			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	5	Bessemer 45S Dichro			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Safety/Sanitation	3	fatigue mats			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	Omega Super Chromega D Dichroic II			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	Beseler 2x5 blue enlarger			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	Jobo CPP2 rotary film processor			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Safety/Sanitation	1	10ft sink			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment		developer trays			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment		misc. 8x10 and 4x5 film processing tanks			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	Beseler 810 Cold Head enlarger			Marion_116_Photo (1)-(16)

Marion	116		Advance Large	Misc., Equipment		misc. equipment stands			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Misc.		misc. easels			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	developer clock			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Safety/Sanitation	1	paper towel dispenser			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Safety/Sanitation	1	eyewash station			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment		rotary tanks			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	guilting cutter			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment	1	rotatrim cutter			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment, Misc.		misc. easels			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Safety/Sanitation		spill response kits			Marion_116_Photo (1)-(16)
Marion	116		Advance Large	Equipment		drying racks			Marion_116_Photo (1)-(16)
Marion	117		Classroom	Tables	1	low legoreta table			Marion_117_Photo (1)-(10)
Marion	117		Classroom	AV	1	projection screen			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Equipment	2	rolling light table			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Tables, Built-in, Casework	1	built-in light table with casework	(locked)		Marion_117_Photo (1)-(10)
Marion	117		Classroom	Wall/Display	1	white board			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Chairs	4	chairs			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Tables		work tables			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Equipment	1	guilatin mst cutter			Marion_117_Photo (1)-(10)
Marion	117		Classroom	AV	1	VCR player			Marion_117_Photo (1)-(10)
Marion	117		Classroom	AV	1	slide projector			Marion_117_Photo (1)-(10)
Marion	117		Classroom	AV	1	carousel			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Art supplies		darkroom paper			Marion_117_Photo (1)-(10)
Marion	117		Classroom	AV	1	TV			Marion_117_Photo (1)-(10)
Marion	117		Classroom	Wall/Display	1	blackboard and ledge			Marion_117_Photo (1)-(10)
Marion	118		Film Loading	Equipment	1	4ft development sink		Chemicals must be disposed	Marion_118_Photo (1)-(8)
Marion	118		Film Loading	Equipment		development reels			Marion_118_Photo (1)-(8)
Marion	118		Film Loading	Equipment		chemical buckets			Marion_118_Photo (1)-(8)
Marion	118		Film Loading	Casework, Storage, Built-in		built-in casework			Marion_118_Photo (1)-(8)
Marion	119		Film Loading	Equipment	1	4ft development sink		Chemicals must be disposed	Marion_119_Photo (1)-(10)
Marion	119		Film Loading	Equipment		development reels			Marion_119_Photo (1)-(10)
Marion	119		Film Loading	Equipment		chemical buckets			Marion_119_Photo (1)-(10)
Marion	119		Film Loading	Casework, Built-in, Storage		built-in casework			Marion_119_Photo (1)-(10)
Marion	120		Film Loading	Equipment	1	4ft development sink		Chemicals must be disposed	Marion_120_Photo (1)-(8)
Marion	120		Film Loading	Equipment		development reels			Marion_120_Photo (1)-(8)
Marion	120		Film Loading	Equipment		chemical buckets			Marion_120_Photo (1)-(8)
Marion	120		Film Loading	Casework, Built-in, Storage		built-in casework			Marion_120_Photo (1)-(8)
Marion	121		Vestibule	Chairs	5	chairs			Marion_121_Photo (1)-(16)
Marion	121		Vestibule	Tables	3	desks			Marion_121_Photo (1)-(16)
Marion	121		Vestibule	Casework	1	casework cabinet			Marion_121_Photo (1)-(16)
Marion	121		Vestibule	Door	1	revolving door			Marion_121_Photo (1)-(16)
Marion	121		Vestibule	Storage	1	mobile cabinet			Marion_121_Photo (1)-(16)
Marion	122		Color	Casework, Storage		casework			Marion_122_Photo (1)-(8)
Marion	122		Color	Safety/Sanitation	1	6ft sink			Marion_122_Photo (1)-(8)
Marion	122		Color	Equipment, Chairs		enlargers 45V-XL			Marion_122_Photo (1)-(8)
Marion	122		Color	Equipment	1	Omega Super Chromega D			Marion_122_Photo (1)-(8)
Marion	122		Color	Safety/Sanitation	1	eyewash station			Marion_122_Photo (1)-(8)
Marion	122		Color	Equipment		gravity print washers			Marion_122_Photo (1)-(8)
Marion	122		Color	Lighting, Equipment	1	Thomas Duplex safe light			Marion_122_Photo (1)-(8)
Marion	122		Color	Safety/Sanitation	1	paper towel holder			Marion_122_Photo (1)-(8)
Marion	122		Color	Equipment		easels			Marion_122_Photo (1)-(8)
Marion	122		Color	Equipment		timers			Marion_122_Photo (1)-(8)
Marion	123		Print Dry	Equipment, Storage	2	large drying rack cabinets			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment, Storage	2	film drying cabinets			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment	1	10x3 steel wash tank			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment	2	print washers			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment	1	pass-through washer			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment, Chairs	1	guilatin cutter			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment	3	gravity washers			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Storage	1	built-in ledge/shelf			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment	1	rolling light table			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment		trays			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Wall/Display	1	white board			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Safety/Sanitation, Equipment	1	hood			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Safety/Sanitation	1	paper towel dispenser			Marion_123_Photo (1)-(10)
Marion	123		Print Dry	Equipment, Trash		empty chemical containers			Marion_123_Photo (1)-(10)
Marion	124		Corridor	Lighting		lights			Marion_124_Photo (1)-(2)
Marion	124		Corridor	Art/Media	1	rod sculpture			Marion_124_Photo (1)-(2)
Marion	125		Group Darkroom	Equipment	13	23C enlargers		Darkroom paper should be ok	Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	45V XL enlarger			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	5	development clocks			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Wall/Display		white boards			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	Beseler 810 enlarger			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	laboratory 138S enlarger			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment, Safety/Sanitation	2	10ft development sinks			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Safety/Sanitation, Equipment		hoods			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Safety/Sanitation		paper towel dispensers			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Safety/Sanitation	1	spill response kit			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	2	catch trays			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Chairs	6	stools			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Safety/Sanitation, Equipment	6	chemical buckets			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		development trays of various sizes			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	rotatrim paper cutter			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	AV	1	stage monitory speaker			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Lighting	4	Thomas duplex light			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	15	easels			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Door	1	cage			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	23	tripods			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Casework, Storage, Built-in		built-in cabinetry			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Art supplies, Misc.		misc. film paper			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment, Misc.		misc. cameras			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Art supplies, Misc.		misc. toner ink			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		stack of 8x10 and 4x5 film holders			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		lenses			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	3	8x10 film cameras			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	7	4x5 film cameras			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		misc. lens filters			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	2	digital scanners			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		various camera bags			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment		various timers			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Safety/Sanitation		fatigue mats			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	AV, Misc.		misc. audio equipment			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	box of Holga cameras			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Misc., Equipment		misc. camera parts and accessories			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Lighting, Equipment	5	light stands			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	AV, Equipment	5	mic stands			Marion_125_Photo (1)-(20)
Marion	125		Group Darkroom	Equipment	1	I1 Design bundle calibration tool			Marion_125_Photo (1)-(20)
Marion	126		Faculty Office	Tables, Casework, Built-in	1	U-shaped built-in Knoll desk and upper cabinet			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Wall/Display	1	cork board			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Storage	2	black shelves			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Chairs	3	chairs			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Office supplies		misc. office supplies			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Floor	1	plastic floor mat			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	IT	1	phone			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Lighting, Equipment		soft boxes			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Equipment	1	digital sensor cleaner			Marion_126_Photo (1)-(8)
Marion	126		Faculty Office	Equipment		flash heads			Marion_126_Photo (1)-(8)
Marion	127		Faculty Office	Chairs	6	chairs			Marion_127_Photo (1)-(6)
Marion	127		Faculty Office	Chairs	1	stools			Marion_127_Photo (1)-(6)

Marion	127		Faculty Office	Tables	1	folding table			Marion_127_Photo (1)-(6)
Marion	127		Faculty Office	Equipment		architectural lighting cans for track lighting			Marion_127_Photo (1)-(6)
Marion	127		Faculty Office	Heat & cool	1	old portable heater			Marion_127_Photo (1)-(6)
Marion	127		Faculty Office	Trash		trash cans			Marion_127_Photo (1)-(6)
Marion	127		Faculty Office	Art supplies		misc. boxes of paper			Marion_127_Photo (1)-(6)
Marion	128		Faculty Office	Window/Blinds		Blinds			Marion_128_Photo (1)-(4)
Marion	129		Academic Coord Office	Storage, Built-in		upper cabinets			Marion_129_Photo (1)-(6)
Marion	129		Academic Coord Office	Chairs		stools			Marion_129_Photo (1)-(6)
Marion	129		Academic Coord Office	Window/Blinds		blinds			Marion_129_Photo (1)-(6)
Marion	130		Corridor						
Marion	131		Women						
Marion	132		Men						
Marion	133		Jan	Safety/Sanitation	1	janitor sink			Marion_133_Photo (1)-(6)
Marion	133		Jan	Built-in, Storage		built-in shelves			Marion_133_Photo (1)-(6)
Marion	133		Jan	Safety/Sanitation		misc. supplies			Marion_133_Photo (1)-(6)
Marion	133		Jan	Kitchen	1	cooler			Marion_133_Photo (1)-(6)
Marion	134		Coffee Bar	Casework, Built-in		built-in upper and lower kitchen cabinets			Marion_134_Photo (1)-(12)
Marion	134		Coffee Bar	Kitchen	1	electric stove			Marion_134_Photo (1)-(12)
Marion	134		Coffee Bar	Kitchen	1	fridge			Marion_134_Photo (1)-(12)
Marion	134		Coffee Bar	Kitchen, Misc.		misc. kitchen equipment			Marion_134_Photo (1)-(12)
Marion	134		Coffee Bar	Kitchen	1	microwave			Marion_134_Photo (1)-(12)
Marion	134		Coffee Bar	Kitchen	1	coffee maker			Marion_134_Photo (1)-(12)
Marion	135		Corridor	Built-in	1	built-in IT wood closet			Marion_135_Photo (1)-(6)
Marion	135		Corridor	IT		power and IT equipment			Marion_135_Photo (1)-(6)
Marion	135		Corridor	IT		security equipment			Marion_135_Photo (1)-(6)
Marion	136		Preservation Lab	Built-in, Casework, Counter	1	built-in flat file casework and countertop			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Casework, Safety/Sanitation	1	sink and casework			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Equipment	2	3-set savage seamless backdrop system			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Equipment	1	bottom stand for boom			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Safety/Sanitation	1	paper towel dispenser			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Lighting, Equipment	3	soft boxes			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Items	4	flags			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Chairs	13	chairs			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Chairs	6	stools			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Tables	1	table			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Storage		rolling shelves			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Storage		multiple filing cabinets			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Storage		tall metal shelving			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Safety/Sanitation		PPE			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Art supplies, Misc.		misc. seamless backdrop paper			Marion_136_Photo (1)-(14)
Marion	136		Preservation Lab	Misc., Equipment, Lighting		misc. lighting accessories			Marion_136_Photo (1)-(14)
Marion	137		Corridor						
Marion	138		Library	Built-in, Storage		built-in fullwall bookshelves			Marion_138_Photo (1)-(18)
Marion	138		Library	Built-in, Casework, Tables		built-in cabinets and desk			Marion_138_Photo (1)-(18)
Marion	138		Library	Storage		filing cabinets			Marion_138_Photo (1)-(18)
Marion	138		Library	Safety/Sanitation	1	sink			Marion_138_Photo (1)-(18)
Marion	138		Library	Chairs	18	chairs			Marion_138_Photo (1)-(18)
Marion	138		Library	Chairs	3	stools			Marion_138_Photo (1)-(18)
Marion	138		Library	Tables	4	Legoreta tables			Marion_138_Photo (1)-(18)
Marion	138		Library	Chairs	1	desk chair			Marion_138_Photo (1)-(18)
Marion	138		Library	AV	1	DVD player			Marion_138_Photo (1)-(18)
Marion	138		Library	Ladders/Climbing	2	step ladders			Marion_138_Photo (1)-(18)
Marion	138		Library	Ladders/Climbing	1	regular ladder			Marion_138_Photo (1)-(18)
Marion	138		Library	Ladders/Climbing	1	small step stool			Marion_138_Photo (1)-(18)
Marion	138		Library	Trash		trash cans			Marion_138_Photo (1)-(18)
Marion	138		Library	Wall/Display	1	glass display case			Marion_138_Photo (1)-(18)
Marion	138		Library	Podium	1	rolling podium			Marion_138_Photo (1)-(18)
Marion	138		Library	Window/Blinds		blinds on windows			Marion_138_Photo (1)-(18)
Marion	138		Library	AV	1	pull down projector screen			Marion_138_Photo (1)-(18)
Marion	138		Library	Built-in, Storage		built-in folio shelves on windows			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Art supplies		framing supplies		Slides are city property; refer to Chris's inventory list, definitely keep spare lights	Marion_138_Photo (1)-(18)
Marion	138?		Cage	AV, Equipment		camera and video equipment	(ref. Chris's list)		Marion_138_Photo (1)-(18)
Marion	138?		Cage	Storage		flat files			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Art supplies, AV		100s of slides			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Art/Media		artwork			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Window/Blinds	1	blackout curtain			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Equipment	1	mat cutter			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Equipment	1	sheet goods cart			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Lighting, Equipment	1	mobile lighitng kit			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Tables	3	tables			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Storage		black shelves			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Storage		metal shelves			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Art supplies		plotter paper			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Equipment	3	Epson V700 photo scanners			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Equipment		Wacom stylus tablets			Marion_138_Photo (1)-(18)
Marion	138?		Cage	AV	1	large monitor			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Equipment, Misc.		plastic bins of misc. equipment			Marion_138_Photo (1)-(18)
Marion	138?		Cage	Lighting		spare lighting cans for track lighting around builing			Marion_138_Photo (1)-(18)
Marion	139		Newhall Library						Marion 140_Photo (1)
Marion	140		Corridor	Chairs	1	rocking chair			Marion 140_Photo (1)
Marion	140		Corridor	Chairs	1	chair			Marion 140_Photo (1)
Marion	140		Corridor	Tables	1	round table			Marion 140_Photo (1)
Marion	140		Courtyard	Trash		misc. trash			Marion 140_Photo (1)
Marion	140		Courtyard	Built-in, Counter	1	built-in stone counter			Marion 140_Photo (1)
Marion	141		Asst	Chairs, Built-in	1	built-in bench			Marion_141_Photo (1)-(12)
Marion	141		Asst	Built-in, Tables, Casework	1	built-in desk with uppers			Marion_141_Photo (1)-(12)
Marion	141		Asst	Office supplies		misc. office equipment			Marion_141_Photo (1)-(12)
Marion	141		Asst	Tables		round legoreta tables			Marion_141_Photo (1)-(12)
Marion	141		Asst	Chairs	4	chairs			Marion_141_Photo (1)-(12)
Marion	141		Asst	Storage		filing cabinets			Marion_141_Photo (1)-(12)
Marion	141		Asst	IT	1	phone			Marion_141_Photo (1)-(12)
Marion	142		Director	Tables, Storage	2	desks with built in filing cabinets			Marion_142_Photo (1)-(10)
Marion	142		Director	Storage	1	tall shelf with filing cabinet			Marion_142_Photo (1)-(10)
Marion	142		Director	Storage	1	lower filing			Marion_142_Photo (1)-(10)
Marion	142		Director	Casework		upper cabinets			Marion_142_Photo (1)-(10)
Marion	142		Director	Storage	2	black shelves			Marion_142_Photo (1)-(10)
Marion	142		Director	Misc., Office supplies	27	misc. office supplies			Marion_142_Photo (1)-(10)
Marion	142		Director	Chairs	2	office chairs			Marion_142_Photo (1)-(10)
Marion	143		Conference	Tables	1	large legoreta table			Marion 143_Photo (1)
Marion	143		Conference	Chairs		wooden chairs			Marion 143_Photo (1)
Marion	143		Conference	Chairs		boardroom chairs			Marion 143_Photo (1)
Marion	144		Hallway	Storage	5	Knoll filing cabinets			Marion 144_Photo (1)
Marion	145		Gallery			Items temporarily placed by city for removal			Marion_145_Photo (1)-(8)
Marion	147		Copier	Storage	1	Legoreta painted wardrobe			-
Tishman	101	501	Art History Conference	Tables	1	large Legorreta table			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Storage, Built-in		built-in shelves			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Counter, Built-in		built-in stone counter			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Window/Blinds, Built-in		built-in shutters			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Wall/Display, Built-in	1	built-in whiteboard			Tishman_101-501_Photo (1)-(18)

Tishman	101	501	Art History Conference	Art/Media		lots of student art			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Storage	2	rolling shelves			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Tables	2	small tables			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Tables	1	broken Legoretta table small	wooden legs are here for repair		Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Ladders/Climbing	1	ladder			Tishman_101-501_Photo (1)-(18)
Tishman	101	501	Art History Conference	Office supplies, Misc.		misc. office supplies			Tishman_101-501_Photo (1)-(18)
Tishman	102	502	Art History Seminar	AV	1	pull down projector			Tishman_102-502_Photo (1)-(4)
Tishman	102	502	Art History Seminar	Window/Blinds, Misc.		built-in shutters			Tishman_102-502_Photo (1)-(4)
Tishman	103	503	Art History Seminar	AV	1	pull down projector			Tishman_103-503_Photo (1)-(8)
Tishman	103	503	Art History Seminar	Window/Blinds, Misc.		built-in shutters			Tishman_103-503_Photo (1)-(8)
Tishman	103	503	Art History Seminar	Tables	1	Legoretta round table			Tishman_103-503_Photo (1)-(8)
Tishman	103	503	Art History Seminar	Chairs	5	folding chairs			Tishman_103-503_Photo (1)-(8)
Tishman	103	503	Art History Seminar	Tables	1	mobile table			Tishman_103-503_Photo (1)-(8)
Tishman	104	504	Dept. Chair Office				Inaccessible - equipment in way		
Tishman	105	505	Work Room				Inaccessible - equipment in way		
Tishman	106	506	Assistant Office				Locked		Tishman_106-506_Photo (1)-(2)
Tishman	107		Corridor	Chairs	2	Legorreta chairs leather			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	1	long wooden bench			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Door	1	mobile accordion screen			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	8	black chairs			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Printers	2	large format epson printers	Chris says likely defunct		Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	AV	3	TV sets			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Printers	1	Xerox workcentre 5335 copier			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Printers	1	Ricoh Alicio sp c830dn copier/printer			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Carts	1	mobile cart			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Printers		misc. printers			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	AV		monitors			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	3	office chairs			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	6	plywood chairs			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	3	plywood green upholstered chairs			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Chairs	1	stool			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Tables	1	long wooden table			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Art supplies, Misc.		misc. paint equipment			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Trash		trash cans			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Kitchen	1	microwave			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Wall/Display	1	chalkboard			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Wall/Display	1	office cork board			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Tables	1	deconstructed table			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Items		hoses in plastic	current repairs?		Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Podium	1	podium			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Storage	1	filing cabinet			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Floor	1	floor mat			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Art/Media		misc. student art			Tishman_107_Photo (1)-(16)
Tishman	107		Corridor	Wall/Display	1	wood/glass case with art inside			Tishman_107_Photo (1)-(16)
Tishman	108	508	AV	AV		projection equipment	locked but took pic from room 509		Tishman_108-508_Photo (1)-(4)
Tishman	109	509	Art History Classroom	Wall/Display	1	white board			Tishman_109-509_Photo (1)-(18)
Tishman	109	509	Art History Classroom	Chairs	1	chair			Tishman_109-509_Photo (1)-(18)
Tishman	109	509	Art History Classroom	AV	2	mounted monitors			Tishman_109-509_Photo (1)-(18)
Tishman	109	509	Art History Classroom	AV	1	TV			Tishman_109-509_Photo (1)-(18)
Tishman	110		Art History Library Hallway						
Tishman	111	511	Art History Library	Chairs	4	black chairs			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Chairs	1	office chair			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Tables	2	wooden tables			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Built-in, Storage, Counter		large built-in flat files with stone counter			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Storage, Built-in		many built-in bookshelves			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Tables	2	table tray on sawhorses			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Heat & cool	2	fan			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Built-in, Counter	1	built-in desk with stone counter			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Tables	1	wood desk return			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Storage		filing cabinets			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Storage		folio shelves			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Carts	1	library cart			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Wall/Display	2	acrylic art cases			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Ladders/Climbing	1	library step stool			Tishman_111-511_Photo (1)-(16)
Tishman	111	511	Art History Library	Art/Media		significant number of books and folios			Tishman_111-511_Photo (1)-(16)
Tishman	111A		Library Nook	Tables, Built-in	1	built-in desk			Tishman_111-511_Photo (1)-(16)
Tishman	111A		Library Nook	Built-in, Casework		built-in cabinets			Tishman_111-511_Photo (1)-(16)
Tishman	111A		Library Nook	Window/Blinds		blinds			Tishman_111-511_Photo (1)-(16)
Tishman	112		Storage						
Tishman	113		Women						
Tishman	114		Copy Stand						
Tishman	115		AV Equipment						
Tishman	116	516	Visual Resource Library	Tables	1	large wooden counter/table in center	This room has 3 rooms off it: the cage was locked, an empty storage room, the 4th room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Chairs, Tables, Broken		broken or deconstructed office furniture			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Counter, Built-in	1	counter built-in			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Kitchen	1	fridge			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Kitchen	1	stove			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Art supplies		plastic wrapped portfolios			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Art supplies, Misc.		misc. frames			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Equipment, Misc.		other equipment			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Equipment	1	construction cart			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Equipment	1	mat cutter			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Equipment, Broken		pieces of enlarger			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Tables	1	table			Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Storage, Built-in		built-in base and upper shelves	empty storage room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Tables		tech tables all sides	4th room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Casework		upper cabinets	4th room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Tables	1	mobile table	4th room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	Printers		epson printers	4th room		Tishman_116-516_Photo (1)-(44)
Tishman	116	516	Visual Resource Library	AV, Misc.		misc. equipment carousel slide trays	4th room		Tishman_116-516_Photo (1)-(44)
Tishman	117		Office						
Tishman	118	518	Coffee Bar	Kitchen		coffeemakers			Tishman_118-518_Photo (1)-(4)

Tishman	118	518	Coffee Bar	Safety/Sanitation, Built-in	1	built-in sink			Tishman_118-518_Photo (1)-(4)
Tishman	118	518	Coffee Bar	Casework		lower and upper cabinets			Tishman_118-518_Photo (1)-(4)
Tishman	118	518	Coffee Bar	Tables, Broken		remainder of desk from room 516			Tishman_118-518_Photo (1)-(4)
Tishman	119		Men						
Tishman	120	520	Office	Tables	1	desk			Tishman_120-520_Photo (1)-(6)
Tishman	120	520	Office	Art supplies	1	mat board			Tishman_120-520_Photo (1)-(6)
Tishman	120	520	Office	Wall/Display	1	whiteboard			Tishman_120-520_Photo (1)-(6)
Tishman	120	520	Office	Casework		upper cabinets			Tishman_120-520_Photo (1)-(6)
Tishman	120	520	Office	Window/Blinds		blinds			Tishman_120-520_Photo (1)-(6)
Tishman	121	521	Office	Tables	1	desk			Tishman_121-521_Photo (1)-(4)
Tishman	121	521	Office	Window/Blinds		blinds			Tishman_121-521_Photo (1)-(4)
Tishman	122	522	Office	Tables, Broken	1	partial desk			Tishman_122-522_Photo (1)-(4)
Tishman	122	522	Office	Window/Blinds		blinds			Tishman_122-522_Photo (1)-(4)
Tishman	123	523	Office	Tables	1	desk			Tishman_122-522_Photo (1)-(4)
Tishman	123	523	Office	Art supplies	1	matboard			Tishman_122-522_Photo (1)-(4)
Tishman	123	523	Office	Casework		upper cabinets			Tishman_122-522_Photo (1)-(4)
Tishman	123	523	Office	Window/Blinds		blinds			Tishman_122-522_Photo (1)-(4)
Tishman	124	524	Corridor	Tables	1	desk			Tishman_124-524_Photo (1)-(4)
Tishman	124	524	Corridor	Art supplies	1	matboard			Tishman_124-524_Photo (1)-(4)
Tishman	124	524	Corridor	Casework		upper cabinets			Tishman_124-524_Photo (1)-(4)
Tishman	124	524	Corridor	Window/Blinds		blinds			Tishman_124-524_Photo (1)-(4)
Tishman	125	525	Office	Tables	1	desk			Tishman_125-525_Photo (1)-(4)
Tishman	125	525	Office	Art supplies	1	matboard			Tishman_125-525_Photo (1)-(4)
Tishman	125	525	Office	Casework		upper cabinets			Tishman_125-525_Photo (1)-(4)
Tishman	125	525	Office	Window/Blinds		blinds			Tishman_125-525_Photo (1)-(4)
Tishman	126	526	Office	Tables	1	desk			Tishman_126-526_Photo (1)-(4)
Tishman	126	526	Office	Art supplies	1	matboard			Tishman_126-526_Photo (1)-(4)
Tishman	126	526	Office	Casework		upper cabinets			Tishman_126-526_Photo (1)-(4)
Tishman	126	526	Office	Window/Blinds		blinds			Tishman_126-526_Photo (1)-(4)
Tishman	127	527	Office	Casework		Upper cabinets			Tishman_127-527_Photo (1)-(6)
Tishman	128	528	Office	Casework		Upper cabinets			Tishman_128-528_Photo (1)-(4)
Tishman	129	529	Office	Window/Blinds		blinds			Tishman_129-529_Photo (1)-(4)
Tishman	129	529	Office	Floor	1	mat			Tishman_129-529_Photo (1)-(4)
Tishman	130		Office				Does not exist—- plans are misnumbered and offices here only go to 529		
Tishman	131		Trash						
Tishman	132		Seminar			Same room as kitchen			
Tishman	133		Kitchen	Casework		upper cabinets			Tishman_133_Photo (1)-(8)
Tishman	133		Kitchen	Kitchen, Misc.		misc. kitchen supplies			Tishman_133_Photo (1)-(8)
Tishman	133		Kitchen	Door	2	wood doors			Tishman_133_Photo (1)-(8)
Tishman	133		Kitchen	Tables	1	outside table			Tishman_133_Photo (1)-(8)
Tishman	133		Kitchen	Chairs	6	concrete stools			Tishman_133_Photo (1)-(8)
Tishman	134	234	Jan	Safety/Sanitation	1	janitor sink			Tishman_125-234_Photo (1)-(4)
Tishman	134	234	Feb	Storage		shelves			Tishman_125-234_Photo (1)-(4)
Tishman	135		Storage				Did not enter		
Tishman	136	236	Drawing Studio	Safety/Sanitation	1	built-in sink			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Counter	1	counter			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Casework		cabinets			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Storage		removed built-in flat files			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Art supplies, Misc.		misc. art supplies			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Tables	1	folding table			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Tables	1	rolling table low			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Storage	1	fire proof storage cabinet			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Storage	1	tall metal storage locker			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Equipment		stacked mdf drawing boards			Tishman_126-236_Photo (1)-(10)
Tishman	136	236	Drawing Studio	Storage	1	apron/coat rack			Tishman_126-236_Photo (1)-(10)
Tishman	137		Hallway	Chairs	5	pink chairs			Tishman_137_Photo (1)-(8)
Tishman	137		Hallway	Chairs	1	blue rocker chair			Tishman_137_Photo (1)-(8)
Tishman	137		Hallway	Chairs	1	green couch			Tishman_137_Photo (1)-(8)
Tishman	137		Hallway	Trash	1	trash can			Tishman_137_Photo (1)-(8)
Tishman	137		Hallway	Tables	1	wood table			Tishman_137_Photo (1)-(8)
Tishman	137		Hallway	Wall/Display	1	display case			Tishman_137_Photo (1)-(8)
Tishman	138	238	Painting Studio	Storage		flat files			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Tables	1	folding table			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	2	drying rack			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	1	light table			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	1	hot shot heat/vacuum press			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment, Misc.		misc. press rollers			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Trash		trash cans			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Built-in, Counter	1	built-in counter			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Safety/Sanitation	2	sinks			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	1	Takach press			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Items		blankets			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	1	Whelan press			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Equipment	1	Laguna etching press			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Safety/Sanitation	1	chemical storage cabinet			Tishman_138-238_Photo (1)-(26)
Tishman	138	238	Painting Studio	Storage	1	apron/coat rack			Tishman_138-238_Photo (1)-(26)
Tishman	139	239	Storage	Storage	1	metal storage cabinet			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Art supplies		print paper			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Art supplies		ink supplies			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Art supplies, Misc.		misc. supplies			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Tables	1	table			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Storage, Built-in		built-in shelves			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Storage		metal shelves			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Office supplies		packing supplies			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Safety/Sanitation, Chemicals		chemical pans			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Art supplies		rosin cans			Tishman_139-239_Photo (1)-(6)
Tishman	139	239	Storage	Art/Media		student art			Tishman_139-239_Photo (1)-(6)
Tishman	140		Elevator Equipment						
Tishman	141		Student Lounge	Storage		built-ins	Locked, looks like there are built ins behind a temp screen wall		
Tishman	142		Hallway						
Tishman	143		Women						
Tishman	144		Men						
Tishman	201		Mech Penthouse						
Tishman	202		Library Mezzanine	Storage, Built-in		built-in shelves			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Art/Media		large number of ephemra and folios			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Tables	2	wooden tables			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Chairs		folding chairs			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Chairs	3	plywood chairs			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	IT	1	hard drive			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Ladders/Climbing	2	stepstools			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	AV	1	old moitor			Tishman_202_Photo (1)-(4)
Tishman	202		Library Mezzanine	Storage	2	black shelves			Tishman_202_Photo (1)-(4)
Tishman	203	245	Visual Fundamentals	Ladders/Climbing		stepstools			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Podium	1	low podium			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Equipment	1	light table at angle			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Built-in, Storage		built-in flat files			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Counter	1	counter			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Safety/Sanitation	2	sinks			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Tables	1	folding table			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Equipment	1	paper roll cutter			Tishman_203-245_Photo (1)-(8)
Tishman	203	245	Visual Fundamentals	Storage	1	apron/coat rack			Tishman_203-245_Photo (1)-(8)
Tishman	204	247	Storage	Storage	1	metal cabinet			Tishman_204-247_Photo (1)-(8)
Tishman	204	247	Storage	Storage		shelves			Tishman_204-247_Photo (1)-(8)
Tishman	204	247	Storage	Wall/Display		cork boards			Tishman_204-247_Photo (1)-(8)
Tishman	204	247	Storage	Equipment, Art supplies, Misc.		misc. supplies and tools			Tishman_204-247_Photo (1)-(8)
Tishman	205	246	Storage	Equipment	1	book press			Tishman_205-246_Photo (1)-(8)

Tishman	205	246	Storage	Storage		pastel drawers			Tishman_205-246_Photo (1)-(8)
Tishman	205	246	Storage	Art supplies		misc. paper and supplies			Tishman_205-246_Photo (1)-(8)
Tishman	205	246	Storage	Tables	2	tables			Tishman_205-246_Photo (1)-(8)
Tishman	205	246	Storage	Chairs	1	stool			Tishman_205-246_Photo (1)-(8)
Tishman	205	246	Storage	Trash	1	trash can			Tishman_205-246_Photo (1)-(8)
Tishman	206		Hallway	Ladders/Climbing	1	ladder			Tishman_206_Photo (1)-(4)
Tishman	206		Hallway	Art/Media	1	art project			Tishman_206_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Built-in		built-ins			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Safety/Sanitation	2	sinks			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Storage		floating project files			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Equipment	2	easel			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Equipment	1	whiteboard			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Storage		metal shelves			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Art supplies, Trash		misc. supplies and trash			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Ladders/Climbing	1	stepstool			Tishman_207-248_Photo (1)-(4)
Tishman	207	248	Visual Fundamentals	Storage	1	apron/coat rack			Tishman_207-248_Photo (1)-(4)
Tishman	208		Mech Penthouse						
Tipton	101		Lobby	Trash	1	trash can			Tipton_101_Photo (1)-(8)
Tipton	101		Lobby	Window/Blinds		blinds			Tipton_101_Photo (1)-(8)
Tipton	102		Women						
Tipton	103		Men						
Tipton	104	404	Jan						Tishman_104-404_Photo (1)-(4)
Tipton	105	408	AV	AV, Equipment, Misc.		misc. projector, sound equipment, and cables		lights did not turn on- assume keep all for MADA use	Tishman_105-408_Photo (1)-(26)
Tipton	105	408	AV	Storage		shelving			Tishman_105-408_Photo (1)-(26)
Tipton	107		Lecture Hall	AV		speakers mounted			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Chairs	99	lecture chairs			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Podium	1	podium			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Tables	4	folding tables			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	AV, Built-in	1	built-in screen			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Wall/Display, Built-in	2	built-in whiteboard			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Chairs	10	chairs			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Chairs	2	stools			Tishman_107_Photo (1)-(6)
Tipton	107		Lecture Hall	Trash		trash			Tishman_107_Photo (1)-(6)
Tipton	108		Storage			Locked			Tishman_107_Photo (1)-(6)
Barracks	01		01 (N) - Porch - Porch cage	Equipment	1	Miller welder			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Equipment	1	Helaric welder			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Equipment	1	compressor air hose			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Equipment	1	bench vise			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Equipment, Safety/Sanitation	1	dust extraction hood			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Art supplies, Equipment		propane tank			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Equipment	1	welding rod			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Art supplies		sheet metal			Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Porch cage	Door	2	doors	the cage itself is 2 doors attached to wall		Barracks_01_Porch cage_Photo (1)-(2)
Barracks	01		01 (N) - Porch - Opposite room	Equipment		10" saw blades			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Safety/Sanitation	1	medical kit cabinet			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment		roll metal former			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment	1	dowel jig			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Storage	1	metal cabinet			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Safety/Sanitation	1	metal hood			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Safety/Sanitation		face masks			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment		grinding materials			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Storage		large standing lockers			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment	1	chromalux heating table			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Wall/Display, Equipment	1	corkboard with tools			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Storage	1	red rolling toolbox			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment, Misc.		misc metalworking tools			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Equipment	1	Meyer Beverly shear			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Trash		trash			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Trash		trash			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Wall/Display	1	metal wall			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Porch - Opposite room	Door	1	built-in cage			Barracks_01_Opposite room_Photo (1)-(3)
Barracks	01		01 (N) - Front (entry) room	Equipment	1	large easel stand			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Safety/Sanitation	1	metal sink			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Chairs	11	stools			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Tables	1	folding table			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Wall/Display, Built-in		built in studio spaces			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Storage		standing lockers			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Door	4	stacked doors			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Tables	1	workbench			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Wall/Display	2	PVC wall panels			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Art/Media, Misc.		misc student artwork			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Art supplies		lumber			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Art supplies	1	large canvas			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Front (entry) room	Art supplies		sheet goods			Barracks_01_Front room_Photo (1)-(11)
Barracks	01		01 (N) - Alcove off front room	Storage	4	metal shelves			Barracks_01_Alcove_Photo (1)-(4)
Barracks	01		01 (N) - Alcove off front room	Equipment	1	metal scale			Barracks_01_Alcove_Photo (1)-(4)
Barracks	01		01 (N) - Alcove off front room	Equipment		wood drill bits			Barracks_01_Alcove_Photo (1)-(4)
Barracks	01		01 (N) - Alcove off front room	Equipment	2	bench vices			Barracks_01_Alcove_Photo (1)-(4)
Barracks	01		01 (N) - Alcove off front room	Equipment	1	plaster drying rack			Barracks_01_Alcove_Photo (1)-(4)

Barracks	01		01 (N) - Alcove off front room	Equipment	1	metal abrasion saw			Barracks_01_Alcove_Photo (1)-(4)
Barracks	01		01 (N) - Middle room	Tables	3	work tables			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Equipment	1	sheet goods rack			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Storage	7	locker units			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Storage	2	cubby shelves			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Safety/Sanitation	1	emergency shower			Barracks_01_Middle room_Photo (1)-(6)
				Safety/Sanitation	1	built in sink			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Equipment	1	Woodtech bandsaw			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Safety/Sanitation	1	PT holder and soap dispenser			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Middle room	Equipment	2	Oxygen torches			Barracks_01_Middle room_Photo (1)-(6)
Barracks	01		01 (N) - Back room	Chairs	37	chairs			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Chairs	10	rolling office chairs			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	5	6' shelves			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	3	4" shelves			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	7	3" shelves			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Tables	16	folding tables			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Chairs	5	office chairs			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	8	4' shelves			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	3	3' shelves			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Storage	1	large metal cabinet			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Chairs	1	couch			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Chairs	2	benches			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Floor	1	large rug			Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Equipment, Safety/Sanitation		ductwork for woodshop	not re-useable		Barracks_01_Back room_Photo (1)-(5)
Barracks	01		01 (N) - Back room	Equipment, Misc.		misc woodworking accessories			Barracks_01_Back room_Photo (1)-(5)
Barracks			Hot Shed between Barracks 1 and 2	Trash	1	trash can with metal scraps			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment, Tables	1	teal workbench with vise			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	delta drill press			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	red welding curtain and frame			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	pexto sheet metal shear			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	Grizzly 7" horizontal bandsaw			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	3	canister dollys			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Storage	2	rolling tool chests			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Storage	2	material storage racks			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Tables	1	large metal work table			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	vertical Baldour bench sander			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	Pexto and Wilcox slip roller			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	5' sheet metal break			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	Woodtech 17" dripp press			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	Whitney Jensen metal shear			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	Bailey industrial sheet metal break			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	air hose roller for compressed air			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment, Broken	1	broken bandsaw			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Equipment	1	plasma cutting table			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Storage	1	metal cabinet			Barracks_Hot shed_Photo (1)-(6)
Barracks			Hot Shed between Barracks 1 and 2	Lighting, Equipment	1	standing work light			Barracks_Hot shed_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment	1	rolling ceramics rack			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Storage	2	lockers			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Safety/Sanitation	1	flammables cabinet			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Storage	8	metal shelves			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Trash	1	large trash can			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment	2	round Skutt kilns			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment	1	oval Bartlett-Olymic kiln			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment		various kiln furniture			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment	1	large natural gas kiln			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Safety/Sanitation	1	exhaust fan			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M) - Porch - Kiln hall	Equipment	6	adjustable easels for clay			Barracks_02(M)_Porch_Kiln hall_Photo (1)-(6)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	Bluebird 440 pug mill			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Storage	4	metal shelves			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment		collection of slip casting molds			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment, Safety/Sanitation	1	Laguna spray booth			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	Bailey slab roller			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	North Star slab roller			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Tables	6	work tables for ceramics			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Carts	4	rolling carts			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Safety/Sanitation, Equipment	1	porcelains sink			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Safety/Sanitation, Equipment	1	casting wash station			Barracks_02(M)_Ceramics studio_Photo (1)-(9)

Barracks	02		02 (M)- Ceramics studio	Art supplies		boxes of clay	not totally dried out		Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment		throwing batts			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Art/Media		small collection of ceramics books			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	clay extruder			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	Creative industries potters wheel			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	6	Whisper wheels			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	13	throwing stools			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Tables, Safety/Sanitation	2	ceramic reclaims table			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Wall/Display	1	rolling chalkboard			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Storage	1	filing cabinet			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M)- Ceramics studio	Equipment	1	large rolling pin			Barracks_02(M)_Ceramics studio_Photo (1)-(9)
Barracks	02		02 (M) - Glaze room	Storage, Built-in	2	sides built in shelves			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Glaze room	Safety/Sanitation	1	glaze wash sink			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Glaze room	Art supplies		various armatures			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Glaze room	Art supplies		glaze mixing ingredients			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Glaze room	Chairs	2	stools			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Glaze room	Equipment	1	branding wheel			Barracks_02(M)_Glaze room_Photo
Barracks	02		02 (M) - Studio rooms further down the barracks	Chairs, Tables, Broken		unuseable chairs and tables			Barracks_02(M)_Studios_Photo (1)-(9)
Barracks	02		02 (M) - Studio rooms further down the barracks	Equipment		metal easels			Barracks_02(M)_Studios_Photo (1)-(9)
Barracks	02		02 (M) - Studio rooms further down the barracks	Storage		metal cabinet in bathroom			Barracks_02(M)_Studios_Photo (1)-(9)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Art supplies, Misc.		scrap metal			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Equipment	1	bandsaw			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Equipment	1	spindle sander			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Tables	1	metal work table			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Art supplies, Misc.		scrap pipes			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Equipment	1	Lindenbergh gas kiln			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Equipment	1	smaller gas kiln			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, between hot shed and east hallway	Art/Media	1	metal sculpture			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Equipment	1	plasma cutting table			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Equipment	1	gantry crane			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Equipment	1	bench vise with stand			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Lighting, Equipment		standing worklights			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Equipment	2	propane furnaces			Outdoor_Photo (1)-(10)
Outdoor			Between Barracks 1 and 2, facing road and fenced in	Storage	1	shelf with casting molds and firebrick			Outdoor_Photo (1)-(10)
Barracks	H		Hall	Safety/Sanitation	1	dust collector			Barracks_H_Photo (1)-(3)
Barracks	H		Hall	Art supplies		sheet goods			Barracks_H_Photo (1)-(3)
Barracks	H		Hall	Storage	1	metal cabinet			Barracks_H_Photo (1)-(3)
Barracks	H		Hall	Equipment	1	Ingersoll Rand air compressor			Barracks_H_Photo (1)-(3)
Barracks	03		First Room West	IT		Misc. monitors			Barracks 03_First Room West (1)-(7)
Barracks	03		First Room West	IT		Misc. computers			Barracks 03_First Room West (1)-(7)
Barracks	03		First Room West	IT		Misc. computer monitor stands			Barracks 03_First Room West (1)-(7)
Barracks	03		First Room West	Lighting		Misc. flood lights			Barracks 03_First Room West (1)-(7)
Barracks	03		First Room West	Trash		Misc. trash			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Art supplies		Misc. paints and thinners			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Storage	2	2 mail cubbie shelves			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Storage	5	5 filing cabinets			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Tables	4	4 island workstations			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Storage		Built-in storage shelving			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Chairs	2	2 lounge chairs			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Chairs	4	4 upholstered chairs			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Chairs	7	7 conference chairs			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Tables	2	2 small rolling table			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Trash		Misc. trash			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Safety/Sanitation		Utility sink			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Safety/Sanitation		Soap dispenser			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Heat & cool		Portable heater			Barracks 03_West Large Studio (1)-(9)
Barracks	03		West Large Studio	Safety/Sanitation		Fire extinguisher			Barracks 03_West Large Studio (1)-(9)
Barracks	03		Small Room West	Lighting		Fluorescent lights			Barracks 03_Small West Room (1)
Barracks	03		Porch 1	Trash		Misc. trash			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 1	Tables	1	1 workbench			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 1	Chairs	1	1 folding chair			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 1	Storage	1	1 cabinet			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 2	Trash		Misc. trash			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 2	Art supplies		Misc. paints and stains			Barracks 03_Porch (1)-(2)

Barracks	03		Porch 3	Trash		Misc. trash			Barracks 03_Porch (1)-(2)
Barracks	03		Porch 3	Art supplies		Misc. paints and stains			Barracks 03_Porch (1)-(2)
Barracks	03		Small Room Center	Trash		Misc. trash			-
Barracks	03		Small Room Center	Art supplies		Misc. paints and stains			-
Barracks	03		Large Studio East	Tables	30	30 work tables			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Equipment, Art supplies		Misc. art pedestals			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Chairs	50	50+ stools			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Equipment, Art supplies	20	20 drawing horses			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Trash		Misc. trash			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Equipment, Art supplies	20	20 easels			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Equipment, Art supplies	2	2 sawhorses			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Chairs		2 school chairs			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Large Studio East	Office supplies		Misc. trash bins			Barracks 03_Large Studio East (1)-(5)
Barracks	03		Hallway	Equipment	1	1 rolling cart			Barracks 03_Hallway (1)-(2)
Barracks	04		Hallway	Trash		Misc. trash			Barracks 03_Hallway (1)-(2)
Barracks	05		Hallway	Tables	2	2 tables			Barracks 03_Hallway (1)-(2)

EXHIBIT G

PREDESIGN REPORT & DEVELOPMENT PROGRAM

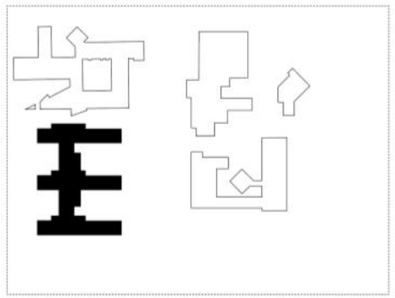
Midtown Arts & Design Aliance Predesign Report

MASS.
Issued 12.21.2023

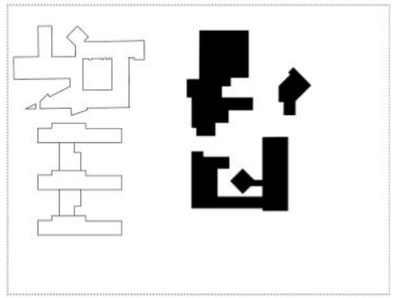
Overview of Approach

Note: This is abridged from a MASS Design Group pre-design report completed in January 2024, as part of the due diligence efforts during the Exclusive Negotiation Phase. These recommendations are based solely on pre-design efforts and may change based upon further design studies and cost during future design and construction phases.

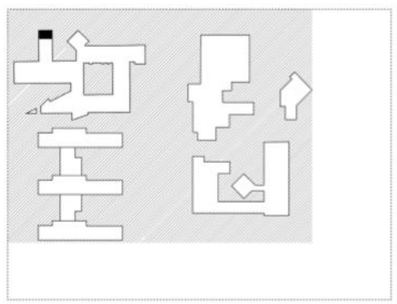
Significant changes to this scope (over 25% of the scope of work in any phase) will be reviewed by the Metropolitan Redevelopment Agency.



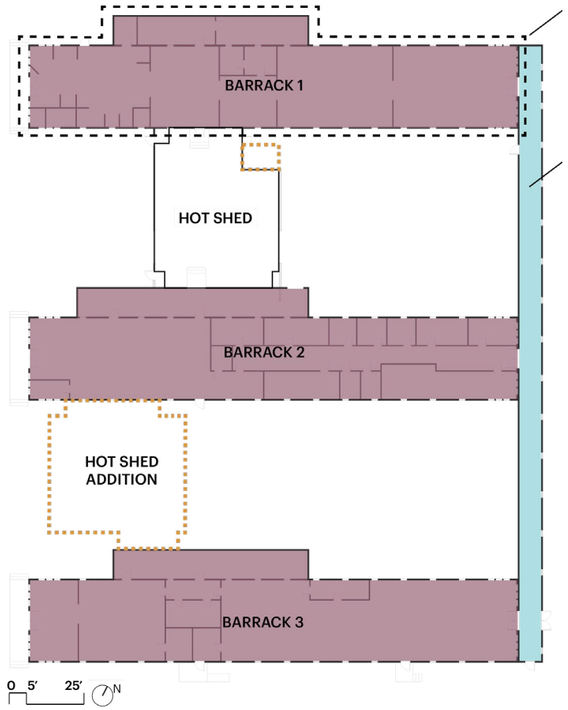
Barracks



VAC



Site & Energy Infrastructure



Barracks

Summary

The renovation of the existing Barracks buildings and a small addition will accommodate future use as a makerspace and training center for multiple tenants. This will include all necessary improvements to bring the buildings up to current code for the proposed use and make them ready for leasing. Major scopes of work in this phase include:

- Demolition of 1,590 sf “Hall” connecting the east end of the three Barracks.
- Renovation of 13,563 sf of “Barracks”
  - Full replacement of exterior cladding, sheathing, windows, doors, and interior finishes.
  - New MEP systems and fire sprinklers throughout.
- Minor Renovation of 1,705 sf of existing “Hot Shed” to include:
  - Removal and replacement of metal panel wall cladding
  - Replacement of electrical systems
  - Addition of accessible ramp and stairs
- New construction of 1,925 sf of “Hot Shed Addition”.
- ADD-ALT 1: Remove the entirety of the floor structure in Barrack 01 and replace it with new floor framing and subfloor as required to accommodate 125 psf live load requirements of light manufacturing use.

Existing Conditions

Demolition

- Remove the narrow “Hall” connecting the east end of the three Barracks, including foundations. The wood framing of the east wall of the Barracks is to remain in place. The Hall appears to be structurally independent of the Barracks, so no interim shoring is expected to be necessary during demolition. Roof flashing mastic at the connection of the Hall to the Barracks roof has been identified as an Asbestos Containing Material (ACM) and will require abatement.
- Remove the small shed at the east side of Barracks 02 Porch. This includes a slab on grade, wood framing, and corrugated metal cladding.

Exterior Selective Demolition

- Remove all siding, sheathing, and crawlspace skirt at Barracks to expose framing. The shingle siding has been identified as an ACM and will require abatement.
- Remove all windows, doors, and wall vents at Barracks.
- Selectively remove damaged areas of T&G wood soffit and fascia at Barracks (assume 25%).
- Remove all corrugated metal siding at the Hot Shed to expose the framing. Existing windows and doors remain.

Interior Selective Demolition

- Remove all interior partitions.
- Remove finishes at all exterior walls to expose framing.
- Remove floor finishes to expose subflooring.
- Remove all ceilings to expose framing.
- Remove all systems and equipment, including all extant electrical systems, HVAC equipment, plumbing, and fire sprinklers.
- ADD-ALT 1: Remove all floor finishes and subflooring in Barrack 01. Existing pier footings may remain in place.

Overview of Approach (cont.)

Foundations

Existing Foundations

- ADD-ALT 1: Assume expansion of all existing footings in alternate area by 12" at 12" deep all sides (pending confirmation of footing size / depth). Connect to existing footing with epoxied dowels at 9" o.c. around entire perimeter of the existing footing.

New Foundations

- At "Hot Shed Addition", assume slab on grade with turndown edge and spot footings at columns. No sub-slab or slab edge insulation will be required.

Enclosure

Components in each assembly type are listed from the exterior moving inwards, and are assumed to be new unless otherwise noted as existing to remain.

Floors

- TYPE F-1: Barracks Pier & Beam Floor (R-30 min)
  - 1/2" OSB soffit
  - Existing 2x8 framing to remain
  - R-30 mineral wool batt in existing framing cavity
  - Existing diagonal plank subfloor to remain
  - Hold allowance for 10% subfloor replacement
  - Existing OSB subfloor to remain
  - Floor finish (see interiors scope)
- TYPE F-2: Existing Hot Shed Slab (R-0)
  - Existing concrete slab on grade to remain. No work to be performed.
- TYPE F-3: Hot Shed Slab (R-0)
  - Exposed concrete slab on grade
- TYPE F-4: Exterior Ramps
  - 4" cast in place concrete slab, locations as shown, assume 30" max rise at 1:12 slope with tube steel handrails (no guardrails required).
- TYPE F-5: Interior Ramps
  - 2x8 framing
  - OSB subfloor
  - Floor finish (see interiors scope)
  - Assume 30" max rise at 1:12 slope with tube steel handrails (no guardrails required)
- ADD-ALT 1: TYPE F-4: High Capacity Barracks Floor
  - 1/2" OSB soffit
  - Retrofit existing framing:
    - In areas of 2x8 @ 24" o.c., add 2x8 joists to decrease spacing to 12" o.c. minimum.
    - In areas of 2x6 framing, add 2x6 HF#1 joists to decrease spacing to 8" o.c minimum
    - Exterior beams need to be increased to (3) 2x8. Interior beams increased to (4) 2x8. All existing beams are generally (2) 2x8.
  - R-30 mineral wool batt in framing cavity
  - OSB subfloor
  - Floor finish (see interiors scope)

Walls

- TYPE W-1: Barracks Exterior Wall (R-13 + R3.8ci min)
  - Fiber cement shingle cladding
  - 2x2 vertical wood furring
  - 2" mineral wool board insulation
  - WRB
  - 1/2" OSB sheathing
  - Existing 2x4 stud framing to remain
  - R-3.8 fiberglass batt insulation in existing stud cavity
  - 1/2" GWB, painted
- TYPE W-2: Existing Hot Shed Wall (R-0)
  - Corrugated metal panel
  - Existing steel framing to remain
- TYPE W-3: New Hot Shed Wall (R-0)
  - Corrugated metal panel
  - Tube steel columns and girts.

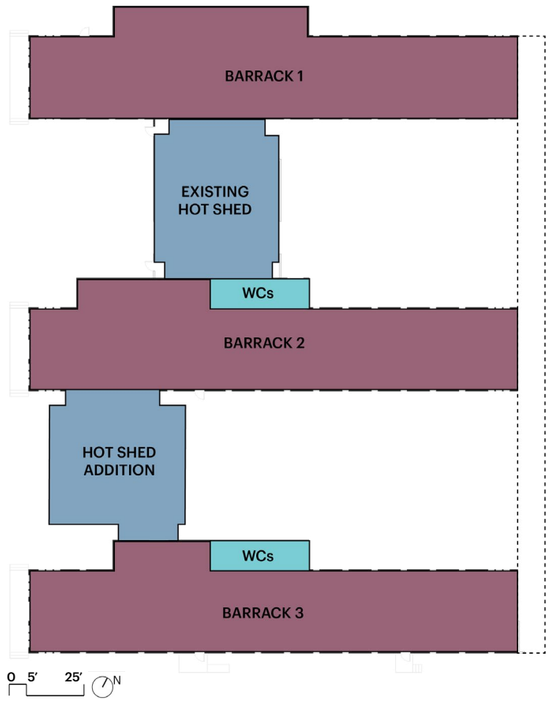
Roofs

- TYPE R-1: Barracks Roof (R-38 min)
  - Existing metal roofing to remain
  - Existing substrate to remain
  - Existing roof framing to remain
  - Existing ceiling joists to remain
  - R-38 fiberglass batt insulation in and above existing ceiling joists
  - 1/2" GWB, painted
- TYPE R-2: Hot Shed Existing Roof (R-0)
  - Existing roof assembly to remain. No work
- TYPE R-3: Hot Shed New Roof (R-0)
  - Corrugated metal panel
  - Wide flange steel beams with tube steel purlins

Openings

Windows:

- TYPE G-1: Barracks Windows. New aluminum-clad wood windows, operable double hung with simulated divided lites. Match location, quantity, size (30" x 54"), and pattern (six over six) of existing windows. Where smaller replacement windows have been installed, assume use of larger typical window size. Assume U-0.45 minimum, SHGC 0.46 maximum.
- TYPE G-2: Hot Shed Windows. Existing to remain. Assume reglazing of 100% with 1" IGU due to broken glass.
- TYPE G-3: Barracks 01 Skylights. Existing to remain. No work.



- Exterior Doors:
  - TYPE D-1: Barracks Entry Doors. Full lite aluminum-clad wood doors.
  - TYPE D-2: Egress Doors. New painted hollow metal doors in hollow metal frames. 36"x80" typical.
  - TYPE D-3: Hot Shed Garage Doors. New glazed aluminum overhead garage doors. Assume 16'-0" W x 8' H.

Interiors

Walls

- Interior Partitions: 1/2" painted GWB on 2x6 wood stud framing
- In shear wall locations, assume ½" GWB over ½" OSB each side
- Barracks Exterior Walls: 1/2" painted GWB
- Barracks Restrooms: Full-height ceramic tile on all sides of the room.
- Hot Shed / Addition: no interior finish (exposed corrugated metal cladding)

Floors

- Barracks Typical: Modular linoleum tile, Forbo Marmoleum basis of design
- Barracks Restrooms: Ceramic tile
- Hot Shed / Addition: no floor finish (exposed concrete slab)

Ceilings

- Barracks: 1/2" painted GWB, direct applied to ceiling joists
- Hot Shed / Addition: no interior finish (exposed corrugated metal cladding)

Doors

- Opaque finish solid core wood in wood frames

Services

Mechanical

The proposed program for the Barracks includes woodworking, metal working, clay/pottery and 3D printing. The airflow for these types of spaces will generally be once-through, i.e. 100% exhaust. We recommend the Barracks be served by makeup air units with evaporative cooling with hot water coils. For heating, we recommend water-to-water heat pumps to generate low-temperature hot water to serve the

Overview of Approach (cont.)

heating coils in the makeup air units as well as perimeter radiant fin-tube heating units. Suspended hot water unit heaters may be used in certain locations. The water-to-water heat pumps would be tied to the geo-exchange loop. Dedicated source capture exhaust systems should be considered for woodworking, hot work, clay mixing and over kilns.

Plumbing

There is limited plumbing currently located in the Barracks. New plumbing fixtures and plumbing distribution will be provided as required to support the program. Utility sinks with solids interceptors will be provided in the clay/pottery areas and oil interceptors should be provided in areas where oil-based paints, greases or other oils are present. Floor drains/sinks will be provided in wet areas to facilitate cleaning/ maintenance.

Electrical

Distribution. The existing distribution system is dated and we recommend replacement in these buildings with a 208Y/120V, (three-phase) system. This will need to be coordinated with PNM. Single-phase equipment that is planned to be used in these buildings will need to be verified that they can operate at 208V instead of 240V.

Lighting. We recommend replacing all lighting systems with LED technology and occupancy sensor controls to meet the current energy code. Emergency egress and exit signs should also be replaced. If the ceiling systems are replaced, all conduit systems shall be concealed. The design team will maximize lighting power efficiency, with a design goal of 1w/sf maximum. Life safety power for areas will be provided via 90-min batteries within luminaires. No generator is anticipated at this time.

Fire Sprinkler

A new wet-pipe fire sprinkler system will be provided in the Barracks to provide full coverage. The expected NFPA 13 hazard classification is Ordinary Hazard (Group 2) for all metalworking and woodworking areas and Ordinary Hazard (Group 1) for other spaces.

Fire Alarm

The fire alarm system FACP, horns, strobes, and pull stations should also be replaced. Flow and tamper switches for the new wet pipe sprinkler system will also need to be monitored by the fire alarm system.

Low Voltage

- LV System Rough-In. The Barracks renovation should include rough-in work for the systems described below.
- Data Equipment. Assume a data equipment room for wireless internet and tenant-provided servers as needed.
- Wireless Access. The Barracks should be outfitted with wireless access points.
- Cable/Telephone. No cable or telephone service shall be provided in the base renovation of the Barracks.
- Audio Visual. No audio visual equipment shall be provided in the base renovation of the Barracks.
- Access Control. One door at each of the three Barracks should be configured for keycard access control. The remaining doors should be keyed.
- Security. 180 degree security cameras shall be positioned at the four exterior corners of each barrack. Allow for up to four security cameras interior to each of the three Barracks.

Sitework

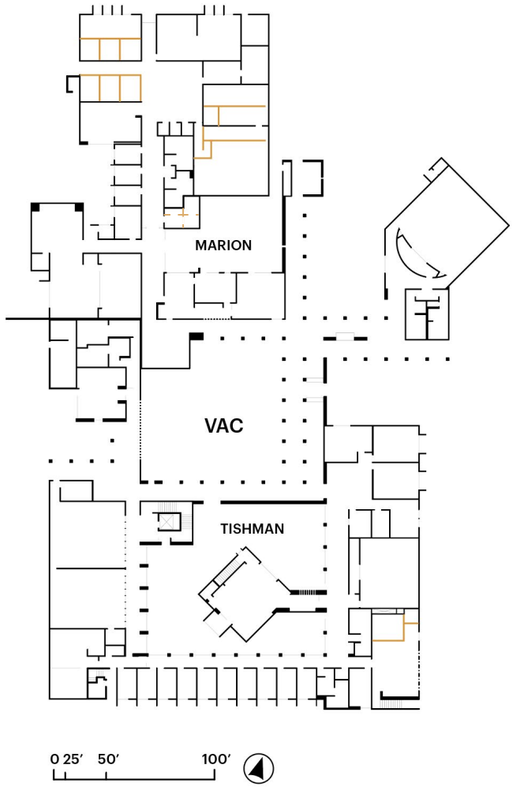
- New sidewalk connections to provide accessible entrances at east doors. Assume replacement of the entire branch from N/S sidewalk, approximately 16'L x 6'W at each of the (3) doors.
- Minor re-grading to provide accessible entrances and exits.
- Re-planting and grading of the area of demolished "Hall".
- Any sitework or trenching associated with MEPF site utilities.

VAC

Summary

The renovation of the existing Visual Arts Center buildings (Tishman, Marion, and Tipton) will accommodate the proposed use as leased office spaces with shared amenities. This will include all necessary improvements to return the buildings to an operational status, bring them up to current code for the proposed use, and make them ready for leasing to tenants. Major scopes of work in this phase include:

- Extensive replacement of damaged mechanical and plumbing systems throughout, including associated removal and replacement of wall and ceiling finishes.
- Minor space reconfiguration, including interior partitions and casework removal in isolated areas.
- New window openings in isolated locations.



- Addition of kitchens/breakrooms in Marion 134 and Tishman 132.
- Re-lamping or replacement of outdated lighting fixtures.
- Replacement of fire alarm system.

Existing Conditions

Exterior Selective Demolition:

- Removal of stucco, sheathing, insulation, and framing as required for installation of new window openings at the locations listed under OPENINGS. Temporary shoring of wall framing for installation of new headers per structural will be required during demolition.
- Removal of stucco "roof" over Tishman Room 132, including metal deck and open web steel joist framing. A temporary enclosure of this space will be required during demolition.
- Removal of storefront window system at the west wall of Tishman Room 132.

Interior Selective Demolition:

- Removal of wall finishes as required to replace damaged domestic water supply lines. Assume 100% of in-wall lines will require access.
- Removal of ceiling finishes as required to replace damaged mechanical equipment, piping, and domestic water supply lines. Assume that roughly 50% of the total ceiling area will require removal with a 40% / 60% ratio of GWB to ACT ceilings. ACT ceiling tiles and grid should be salvaged for reinstallation where possible.
- Removal of non-loadbearing interior partitions in selected areas.
- Removal of darkroom equipment and millwork in areas to be converted to office use.

Foundations

- Existing foundations to remain. No work to be performed.
- See Opening type G-7 for associated foundation modifications at this location.

Enclosure

Existing Exterior Walls

- Isolated patching and crack repair of synthetic stucco. Assume 5% of total wall area.

Roofs

- TYPE R-1: Existing Flat Roof. See roofing inspection reports and proposals in appendix for detailed scope of work and cost data. Assume all proposed repairs will be completed.
- TYPE R-2: Existing Standing Seam Metal Roof. Existing to remain. No work.
- TYPE R-3: Sloped Stucco "Roofs". Coat horizontal stucco surfaces with clear water-repellent penetrating sealer. Provide allowance for stucco crack repair.
- TYPE R-4: New Roof at Tishman Room 132 (R-30 min).

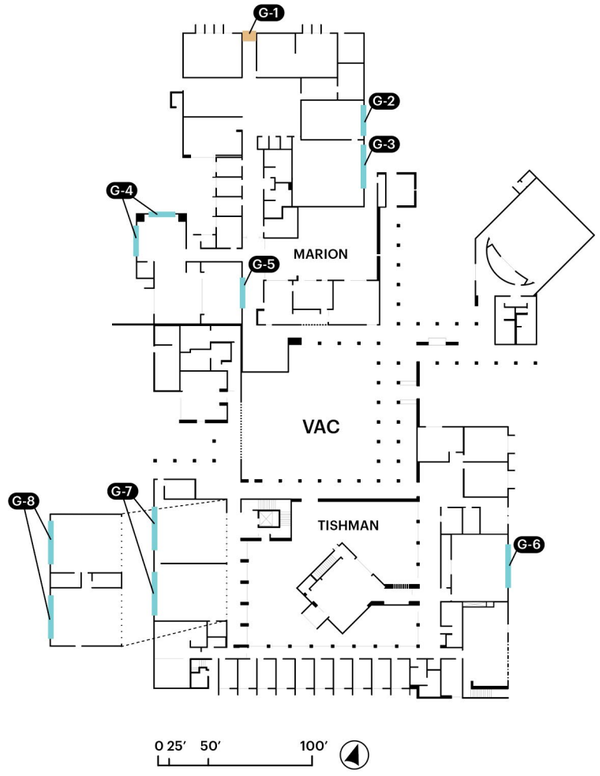
Overview of Approach (cont.)

- Gravel-ballasted EPDM roofing. Match existing gravel ballast appearance or relocate gravel from a non-visible location. Including associated wall terminations and flashing at existing walls.
- 1" tapered polyiso insulation
- Metal decking on open web steel joists with WF steel header at window opening. All roof structure will need to be set at a +/- 12" lower bearing height. Modifications to structural support in this area will be required.
- R-30 fiberglass batt insulation, wired to the bottom of deck

Openings

New Openings In Existing Walls:

- TYPE G-1: North wall of Corridor 109
  - Double Door 6'-0" w x 8'-0" h, match type #11 (as-builts)
- TYPE G-2: East wall of Room 122
  - Fixed window 8"w x 8'-0" h (each) - array of 6 @ 8" spacing
- TYPE G-3: East wall of Room 125
  - Fixed window 8"w x 8'-0" h (each) - array of 13 @ 8" spacing
- TYPE G-4: North / West wall of Room 136
  - Fixed window 5'-0" w x 5'-0" h with extruded stucco shade, quantity of 4, match type #10 (as-builts)
  - New header (2) 800S162-54mil and jamb (2) 600S162-54mil at each opening
- TYPE G-5: East wall of Room 139
  - Interior Window 126"w x 67"h
  - New header (2) 1000S162-54mil and jamb (2) 600S162-43mil at each opening
- TYPE G-6: East wall of Room 109
  - Fixed window array 1'x1' (each), total quantity of 20 in 5 groups of 4, match type #43 (as-builts)
  - Fixed window 4'-0" x4'-0", match type #47 (as-builts)
  - New header (2) 800S162-54mil and jamb (2) 600S162-54 at 4'-0" x4'-0" opening
- TYPE G-7: West wall of Room 136, Room 138
  - Fixed window w/ extruded stucco shade 12'-0"w x 5'-0"h, match type #5 (as-builts) - total quantity of 2



  - Each opening will require the installation of a new beam HSS 12x6x1/4 and columns on each end HSS 6x6x1/4. Existing footings will require expansion at each column by 1.5'x4' with epoxied dowels.
- TYPE G-8: West wall of Room 203, Room 207
  - Fixed window array 1'x1' (each), total quantity of 33

Replacement of Existing Openings:

- TYPE G-9: West wall of Room 132.
  - Match size and layout of the existing storefront window and door assembly at this location with new aluminum storefront with 1" IGU.

Existing Openings to Remain:

- Windows. Include allowance for miscellaneous minor repairs to existing windows (renewal of sealants, hardware repairs, etc.)
- Hollow Metal Exterior Doors. Repaint all exterior HM doors and frames. Include allowance for miscellaneous minor repairs (replacement of sweeps, gaskets, etc.)
- Wood Entry Doors at Tipton and Marion. Include an allowance for structural repairs and refinishing.

Interiors

Walls

Patching of Existing Finishes. Patch all wall openings required for piping replacement with finish to match existing / previous.

- For GWB walls, assume patching with 5/8" Type X GWB and localized re-painting to match adjacent finishes.
- Where multiple openings are required in a single exposed tiled wall (i.e. fixture walls of restrooms) assume re-tiling of the entire wall with new small format (2x2) ceramic tile to minimize the need for matching to existing finishes.

New Partitions. 5/8" Type X GWB on 4" metal stud.

Floors *(see room schedule for the extent of each type)*

- TYPE F-1: Sealed concrete. Assume deep clean and re-polish
- TYPE F-2: Tile. Existing to remain, include allowance for deep clean
- TYPE F-3A: Carpet - Remove and replace with new modular carpet tiles
- TYPE F-3B: Carpet - Existing to remain, include allowance for deep clean

Ceilings

Patching of Existing Finishes. Patch all ceiling openings required for piping, mechanical equipment, and ductwork replacement with finish to match existing / previous. Area percentages are given as a percentage of the total ceiling area.

- For both GWB and ACT ceilings, reuse or reinstall existing suspended framing / grid wherever possible. Assume 15% replacement of the total area of ceiling framing.
- For GWB ceilings, assume removal and replacement of 25% of the total ceiling area with 5/8" Type X GWB. Assume re-painting of all ceilings.
- For ACT ceilings, assume removal and reinstallation of 25% of the total ceiling area. Assume the replacement of damaged or missing tiles in 10% of the total ceiling area.

Doors

Existing Doors. Include an allowance for miscellaneous repairs to doors and hardware (changing lockset types, replacing closers, reinforcing damaged doors, etc.).

Casework

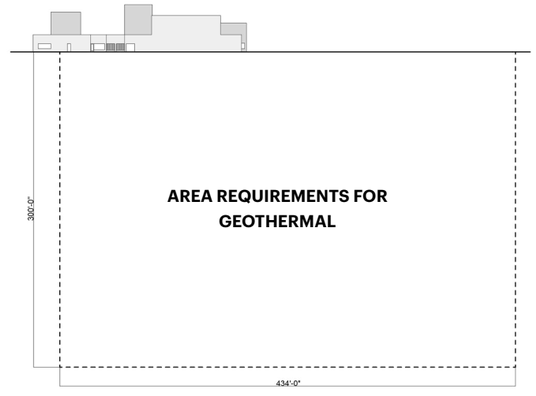
New Casework. In the new kitchen/breakroom spaces, assume PLAM base cabinets and uppers with quartz countertops.

Services

Mechanical

Three replacement HVAC alternatives for the building are summarized below and in the attached Table M1.

- Option A – Ground-Coupled Water Source Heat Pumps. This option includes a geo-exchange loop with approximately 90 boreholes, ~300-400 ft deep. Assume 20,000 sq ft of surface area below-ground per diagram for borehole drilling. New distribution piping would be installed throughout the building to



water-source heat pumps located above the ceiling. New dedicated outside air units would supply ventilation air to the spaces. Existing ductwork would be reused to the extent possible. New HVAC controls would be provided throughout the building.

Overview of Approach (cont.)

- Option B – Single Duct VAV with HW Reheat,Electric Boilers (Replace existing systems with all-electric equivalent). This option would replicate the existing system, except that gas-fired equipment would be replaced by electric resistance and/or heat pumps to convert the system to all-electric. Central heating and cooling plants would consist of electric resistance boilers and air-cooled chillers, respectively. New 4-pipe distribution piping would be installed throughout the building, ductwork would be reused. New HVAC controls would be provided throughout the building.
- Option C – Single Duct VAV with HW Reheat, Gas-Fired Boilers (Replace existing systems like-for-like). This option would replicate the existing system. Existing gas-fired equipment would be replaced with new gas-fired equipment. Central heating and cooling plants would consist of gas-fired boilers and air-cooled chillers, respectively. New 4-pipe distribution piping would be installed throughout the building, ductwork would be reused. New HVAC controls would be provided throughout the building.

Plumbing

Full replacement of all domestic water supply lines in the building is likely required due to freeze damage. Assume 100% replacement. Assume the replacement of 10% of existing plumbing fixtures due to operational issues.

New plumbing fixtures will be located in the new kitchen / breakrooms in Marion 134 and Tishman 132. Assume a sink, dishwasher, and refrigerator at each location.

Electrical

Electrical Distribution. The electrical distribution system appears to be in good working condition. We recommend replacing all 5 meters with updated/ networkable meters to provide the ability to meter the buildings remotely. There appears to be adequate space in the main distribution board to add breakers to accommodate photovoltaic/BESS system connections. The scope of this work will need to be confirmed during the design phase.

Lighting. We recommend replacing fluorescent fixtures and re-lamping incandescent fixtures (where possible, otherwise replace) with LED technology. During the site visit, it was expressed that the existing track lighting also needs to be replaced. Existing dimmer switches will need to be replaced to be compatible with LED fixtures. Occupancy/vacancy sensors should be provided in all areas to meet the current energy code. Life safety power for areas will be provided via 90-min batteries within luminaires. No generator is anticipated at this time.

Fire Sprinkler

No fire sprinklers are in the building, and none are required based on occupancy classification.

Fire Alarm

Based on the age of the existing fire alarm system (useful life for fire alarm systems is approximately 20 years), we recommend replacing the FACP, smoke detectors, horns, strobes, and pull stations in all four buildings. Existing wiring can be reused.

Low Voltage

LV System Rough-In. The communication system cabling and equipment will need to be reviewed by the owner's IT department to determine if the cabling and equipment is adequate to serve the planned use of the facility. It is recommended that the IT system be upgraded as part of the construction phase. The VAC renovation should include rough-in work for the systems described below.

- Data Equipment. Assume a data equipment room for wireless internet and tenant-provided servers as needed.
- Wireless Access. The VAC should be outfitted with new wireless access points.
- Cable/Telephone. No cable or telephone service shall be provided in the base renovation of the VAC.
- Audio-Visual. No audio-visual equipment shall be provided in the base renovation of the VAC.
- Access Control. Assume keycard access control at four primary entrances across the VAC complex. The remaining doors shall be keyed.
- Security. Provide a modest allowance for a vendor-supplied security system around the perimeter of the VAC and in common spaces and hallways within the complex.

Sitework

Assume replacement of approximately 25lf of damaged sidewalk, including removal of existing concrete.

Local repair / re-setting of brick paving throughout, assume approximately 500 sf.

Any sitework or trenching associated with MEPF site utilities.

Landscape & Energy Infrastructure

Summary

This Scope of Work focuses on landscape and energy infrastructure investments to the inner boundary within the MADA block. In this phase, energy infrastructure upgrades for solar PV compatibility, as well as landscape improvements will be made.

Energy Infrastructure

Solar

Based on Architecture 2030 targets for energy efficiency, baseline EUIs (energy use intensity) for the buildings have been reduced by 20% to a target EUI of 45 kbtu/sf/yr. Based on this target, probable solar PV area is in the range of 30,000. The majority of PV can be direct-mounted to the roofs of the VAC. Assume the remaining SF of PV will require an elevated structure for above-parking PV canopies.

Building		VAC	Barracks	Total
NSF		31,257	13,914	**45,171**
Baseline EUI		58.0	57.9	**58**
Target EUI		45	45	**45**
Target kBTU/yr		1,406,565	626,130	**2,7032,695**
Target kWH/yr		412,236	183,506	**595,742**
SF PV Required		20,700	9,200	**29,900**

Site Work

Landscape

Sitework extents are based off of the property boundary on the following page. Total site area to receive improvements (excluding building footprints and 5' offset from each building, which is sitework that will be performed in Phases 1 and 2) is 61,147 sq. ft. Assume the following:

- 30% of site area to be permeable unitized paver
- 50% of site area to be low-mow ground cover
- 20% of site area to be irrigated plantings (provide allowance)
- Assume no stormwater retention infrastructure

Site Lighting

Provide allowance for exterior site lighting. Exterior light fixtures will be positioned at building entries and surrounding sites for security and personnel safety. Color temperature is expected to be 3000K. The exterior lighting will be automatically controlled by a lighting control system to turn on at dusk and off at dawn. No roadway lighting is to be provided.

MIDTOWN ARTS AND DESIGN ALLIANCE 1/10/25

DETAILED DEVELOPMENT PROGRAM

TYPE: MIXED INCOME COMMERCIAL SPACE

Total Heated Area	Building	Room #	Prior Room Name	Area	Renovation/ New Construction	New Room #	SubLease Area	PROPOSED PROGRAM/ USE	PROPOSED PHASE
	Marion	101	Shop	267	Renovation				1
	Marion	102	Darkroom	122	Renovation	101	627	Office	1
	Marion	103	Darkroom	119	Renovation				1
	Marion	104	Workstudy	119	Renovation				1
	Marion	105	Corridor	189	Renovation	105	189	Corridor	1
	Marion	109	Corridor	124	Renovation	109	124	Corridor	1
	Marion	110	Digital	410	Renovation				1
	Marion	111	Finishing	443	Renovation	110	853	Community Room + Offices	1
	Marion	112	Mech	193	Renovation	112	193	Mechanical	1
	Marion	113	Atrium	811	Renovation	113	811	Community Gallery	1
	Marion	114	Vestibule	191	Renovation	114	191	Darkroom Vestibule	1
	Marion	115	Non-Silver	234	Renovation	115	234	Darkroom	1
	Marion	106	Darkroom	122	Renovation				1
	Marion	107	Darkroom	119	Renovation				1
	Marion	108	Darkroom	119	Renovation				1
	Marion	117	Classroom	567	Renovation	117	927	Children's Makerspace	1
	Marion	118	Film Loading	34	Renovation	118	34	Storage	1
	Marion	119	Film Loading	34	Renovation	119	34	Storage	1
	Marion	120	Film Loading	35	Renovation	120	35	Storage	1
	Marion	116	Advance Large	307	Renovation				1
	Marion	121-122	Vestibule/Color	284	Renovation	122	591	Office	1
	Marion	123	Print Dry	305	Renovation				1
	Marion	124	Corridor		Renovation				1
	Marion	125	Group Darkroom	844	Renovation	125	1149	Film Studio	1
	Marion	126	Faculty Office	121	Renovation	126	121	Meeting Room	1
	Marion	127	Faculty Office	121	Renovation	127	121	Meeting Room	1
	Marion	128	Faculty Office	122	Renovation	128	122	Meeting Room	1
	Marion	129	Academic Coord	193	Renovation	129	193	Workshop	1
	Marion	130	Corridor	512	Renovation	130	512	Corridor	1
	Marion	131	Women	213	Renovation	131	213	Women	1
	Marion	132	Men	195	Renovation	132	195	Men	1
	Marion	133	Jan	35	Renovation				1
	Marion	134	Coffee Bar	74	Renovation				1
	Marion	135	Corridor	102	Renovation	134	211	Break Room	1
	Marion	136	Preservation Lab	570	Renovation	136	570	Office	1
	Marion	146	Copy Stand	72	Renovation	146	72	Storage	1
	Marion	137+147	Corridor+Copier	275	Renovation	137	275	Corridor	1
	Marion	138	Newhall Library	692	Renovation	138	692	Studio	1
	Marion	139	Newhall Library	610	Renovation	139	610	Board Room	1
	Marion	140	Corridor	433	Renovation	140	433	Corridor	1
	Marion	141+142	Asst+Director+Hall	738	Renovation	+142+144	738	Offices	1
	Marion	143	Library	519	Renovation	143	519	Shared Meeting Room	1
	Marion	145	Gallery	528	Renovation	145	528	Gallery	1
	Marion	201	Mech Penthouse	772	Renovation	201	772	Mechanical	1
12,889			**TOTAL MARION**	**12,889**			**12,889**		**1**
	Tishman	101	Art History	359	Renovation	101	359	Shared Meeting Room	2
	Tishman	102	Art History Seminar	376	Renovation	102	376	Class Room	2
	Tishman	103	Art History Seminar	370	Renovation	103	370	Class Room	2
	Tishman	104	Dept. Chair Office	263	Renovation	104	263	Office	2
	Tishman	105	Work Room	111	Renovation	105	111	Storage	2
	Tishman	106	Assistant Office	136	Renovation	106	136	Office	2
	Tishman	107	Corridor	1,387	Renovation	107	1387	Gallery & Corridor	2
	Tishman	108+109	AV+Art History	1,069	Renovation	108+109	1069	Class Room	2
	Tishman	110+111 +202	Art History Library + Nook +	1,579	Renovation	111	1579	Studio + Office	2
	Tishman	113	Women	222	Renovation	113	222	Women	2
	Tishman	114+115 +116	Visual Resource Library+Copy	940	Renovation	116	940	Studios	2
	Tishman	117	Office	203	Renovation	117	203	Office	2
	Tishman	118	Coffee Bar	36	Renovation	118	36	Break Room	2
	Tishman	119	Men	237	Renovation	119	237	Men	2
	Tishman	120	Office	135	Renovation	120	135	Office	2
	Tishman	121	Office	135	Renovation	121	135	Office	2
	Tishman	122	Office	135	Renovation	122	135	Office	2
	Tishman	123	Office	135	Renovation	123	135	Office	2
	Tishman	124	Corridor	682	Renovation	124	682	Office	2
	Tishman	125	Office	135	Renovation	125	135	Studio	2

	Tishman	126	Office	135	Renovation	126	135	Studio	2
	Tishman	127	Office	135	Renovation	127	135	Studio	2
	Tishman	128	Office	135	Renovation	128	135	Studio	2
	Tishman	129	Office	135	Renovation	129	135	Studio	2
	Tishman	130	Office	135	Renovation	130	135	Studio	2
	Tishman	131	Trash		Renovation	131	0	Trash	2
	Tishman	134	Jan	47	Renovation	134	47	Janitor	2
	Tishman	132+133	Seminar+Kitchen	467	Renovation	132	467	Community Room Kitchen	2
	Tishman	135	Storage	73	Renovation	135	73	Storage	2
	Tishman	137	Hallway	1,082	Renovation	137	1082	Hallway	2
	Tishman	136	Drawing Studio	986	Renovation	136	2144	Community Gallery	2
	Tishman	138	Painting Studio	1,158	Renovation				2
	Tishman	139	Storage	151	Renovation	139	151	Storage	2
	Tishman	140	Elevator + Elevator Equipment	157	Renovation	140	157	Elevator + Elevator Room	2
	Marion	148	Electrical+Transfor	411	Renovation	148	411	Electrical Room	2
	Tishman	141	Student Lounge	585	Renovation	141	585	Café	1
	Tishman	142	Hallway	163	Renovation	142	163	Hallway	1
	Tishman	143	Women	266	Renovation	143	266	Women	1
	Tishman	144	Men	309	Renovation	144	309	Men	1
	Tishman	201	Mech Penthouse	940	Renovation	201	940	Mechanical	2
	Tishman	203	Visual	1,065	Renovation	203	1065	Studio	2
	Tishman	204	Storage	113	Renovation	204	113	Storage	2
	Tishman	205	Storage	108	Renovation	205	108	Storage	2
	Tishman	206	Hallway	878	Renovation	206	878	Hallway	2
	Tishman	207	Visual	1,030	Renovation	207	1030	Studio	2
	Tishman	208	Mech Penthouse	110	Renovation	208	110	Mechanical	2
	Tishman	209	Mech Penthouse	590	Renovation	209	590	Mechanical	2
19,419			**TOTAL TISHMAN**	**19,419**			**19,419**		**2**
	Tipton	101	Lobby	438	Renovation	101	438	Lobby	1
	Tipton	102	Women	212	Renovation	102	212	Women	1
	Tipton	103	Men	196	Renovation	103	196	Men	1
	Tipton	104	Jan	19	Renovation	104	19	Janitor	1
	Tipton	105	AV	174	Renovation	105	174	Projector Booth	1
	Tipton	107	Lecture Hall	1,546	Renovation	107	1546	Lecture Hall	1
	Tipton	108	Storage	35	Renovation	108	35	Storage	1
2,620			**TOTAL TIPTON**	**2,620**			**2,620**		**1**
	Hall			Demo	Demolition				3
	Barracks	A.1	Barrack 1	3,904	Renovation	A.1	3904	Makerspace	3
	Barracks	A.2	rrack 1 Porch: Stor/M	574	Renovation	A.2	434	Storage	3
						A.3	70	WC 1	3
						A.4	70	WC 2	3
	Barracks	B	Hotshed 1	1,718	Renovation	B	1718	Makerspace	3
	Barracks	C.1	Barrack 2	3,908	Renovation	C.1	3908	Makerspace	3
	Barracks	C.2	rrack 2 Porch: Stor/M	672	Renovation	C.2	532	Storage	3
						C.3	70	WC 3	3
						C.4	70	WC 4	3
	Barracks	D	Hotshed 2	1,809	New Construction	D	1809	Makerspace	3
	Barracks	E.1	Barrack 3	3,904	Renovation	E.1	3904	Training Center	3
	Barracks	E.2	rrack 3 Porch: Stor/M	574	Renovation	E.2	434	Training Center	3
						E.3	70	WC 5	3
						E.4	70	WC 6	3
17,063			**TOTAL BARRACKS**	**17,063**			**17,063**		**3**
			TOTAL ALL	**51,991**			**51,991**		

Total Heated Area	**VAC**	**34,928**
Total Heated Area	**Barracks**	**17,063**
Renovated Area	VAC	34,928
	Barracks	15,254
Total Renovation Area		**50,182**
Demolished Area	**Barracks**	**1,374**
New Construction	**Barracks**	**1,809**

EXHIBIT H

CONSTRUCTION TIMELINE

EXHIBIT H TIMELINE

MADA Critical Path Schedule	Duration from Effective Date in Working		Duration from Effective Date in Months	
Scope of Work				
Complete SD and Preliminary Development Plans, all phases	**105**	days	**3.5**	mo
MRA Review and MRA-Approved Development Plan approval	**135**	days	**4.5**	mo
Land Use Review and Final Development Plans Approval	**195**	days	**6.5**	mo
City to coordinate Removal of unused FF&E	**255**	days	**8.5**	mo
PHASE 1				
Construction Documents Ph 1	**285**	days	**9.5**	mo
Submit for bid/subcontractors	**345**	days	**11.5**	mo
Building Permits	**345**	days	**11.5**	mo
100% Funding Phase 1	**360**	days	**12**	mo
Construction Ph 1	**690**	days	**23**	mo
C of O and Move in Ph 1	**720**	days	**24**	mo
PHASE 2				
Construction Documents Ph 2	**690**	days	**23**	mo
Submit for bid/subcontractors	**750**	days	**25**	mo
Building Permits	**750**	days	**25**	mo
100% Funding Phase 2	**810**	days	**27**	mo
Construction Ph 2	**1140**	days	**38**	mo
C of O and Move in Ph 2	**1170**	days	**39**	mo
PHASE 3				
Construction Documents Ph 3	**1080**	days	**36**	mo
Submit for bid/subcontractors	**1140**	days	**38**	mo
Building Permits	**1140**	days	**38**	mo
100% Funding Phase 3	**1140**	days	**38**	mo
Construction Ph 3	**1470**	days	**49**	mo
C of O and Move in Ph 3	**1500**	days	**50**	mo

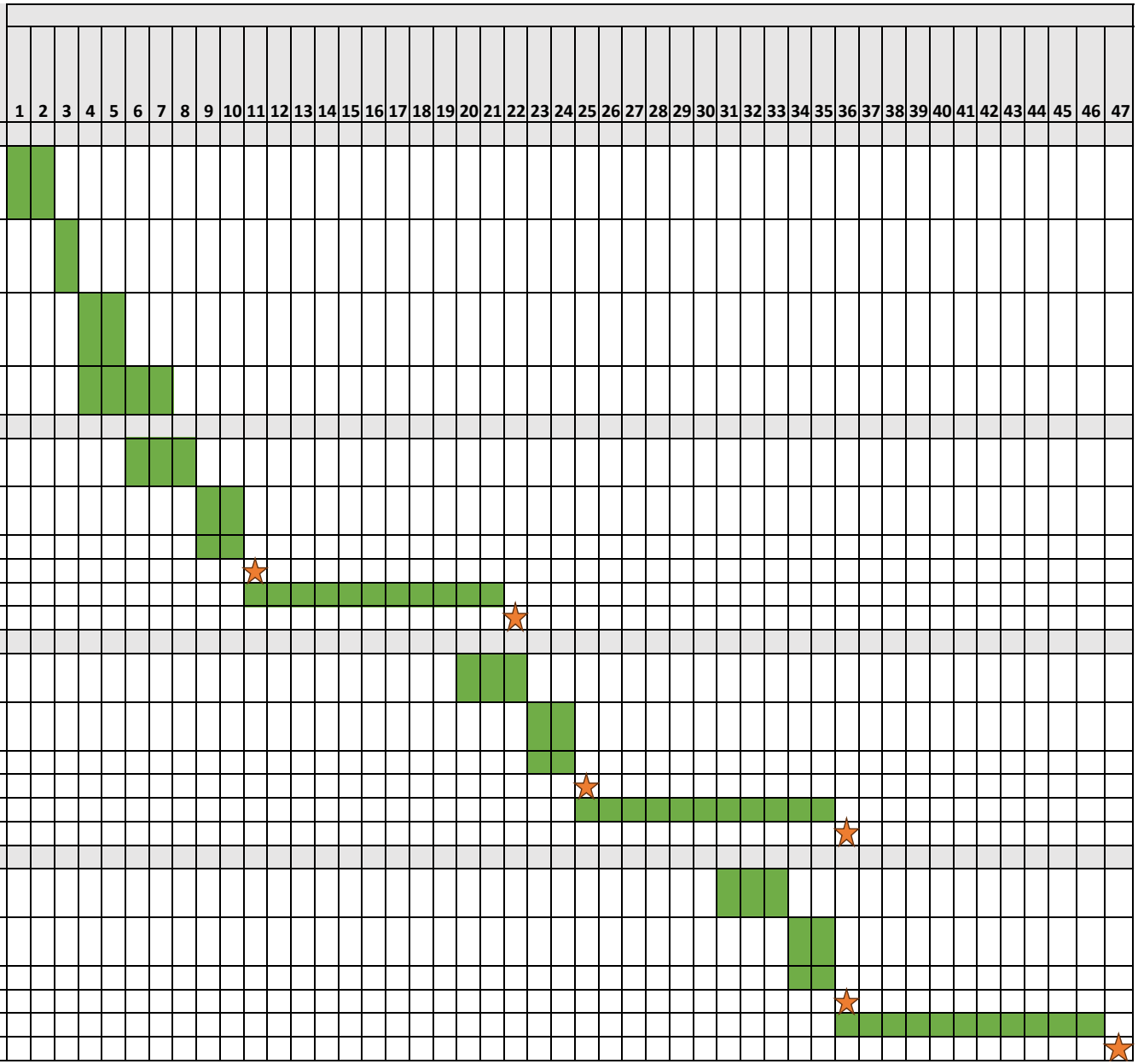


EXHIBIT I

SUBLEASE INSURANCE REQUIREMENTS

EXHIBIT I

INSURANCE & INDEMNITY REQUIREMENTS

1. SUBLESSEE'S INSURANCE: At all times during the term of this Lease, Sublessee shall, at its sole cost and expense, procure and maintain the following types of insurance coverage:

1.1. **Sublease Pass-Through Requirements.** All subleases permitted under this Lease shall require sublessees to maintain, at a minimum, the following insurance coverages:

1.2. **Commercial General Liability** insurance with shall include contractual liability coverage, and written on an occurrence basis providing coverage at least as broad as Insurance Services Office (ISO) form CG 00 01 for claims against bodily injury (including death), personal and advertising injury, and property damage arising out of Sublessee's operations, use, or occupancy of the Premises with limits not less than $1,000,000 per occurrence, $2,000,000 annual aggregate, and $2,000,000 Products-Completed Operations aggregate. The Commercial General Liability policy shall include:

1.2.1. ISO Additional Insured endorsement with coverage at least as broad as CG 20 10 (ongoing operations) and 20 37 (completed operations), or a blanket additional insured endorsement, in each case naming Sublessor and the City Parties as additional insureds, provided that, if the blanket additional insured endorsement is used, premises and operations, as well as products-completed operations coverage must be provided to Sublessor and the City Parties;

1.2.2. A Waiver of Subrogation endorsement in favor of Sublessor and the City Parties;

1.2.3. A Primary, Non-contributory endorsement in favor of Sublessor and the City Parties or a blanket primary, non-contributory endorsement;

1.2.4. Sublessee's Commercial General Liability policy shall <u>not</u> include: (a) amendment of contractual liability, or (b) cross claims or cross suits exclusion;

1.2.5. Notice of cancellation/non-renewal to the Sublessor, providing thirty (30) days prior written notice, excepting only cancellation for the non-payment of premium which shall require ten (10) days prior written notice.

1.3. **Workers' Compensation Insurance** with statutory limits as required under the laws of the State of New Mexico and Employer's Liability coverage no less than $1,000,000 per accident; $1,000,000 policy limit bodily injury by disease; $1,000,000 each employee bodily injury by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Sublessor and the City Parties.

1.4. **Automobile Liability Insurance** with a combined single limit of $1,000,000 per accident for bodily injury and property damage for any owned, hired and non-owned vehicles used by Sublessee during the term of the Sublease. Said policy shall

include Contractual Liability and the following coverages and endorsements: (a) an endorsement naming Sublessor and the City Parties as additional insureds or a blanket additional insured endorsement; (b) A Waiver of Subrogation endorsement in favor of Tenant/Sublessor and the City Parties or a blanket waiver of subrogation endorsement; (c) a Primary, Non-contributory endorsement in favor of Sublessor and the City Parties or a blanket primary, non-contributory endorsement; and (d) Notice of cancellation/non-renewal to Sublessor, providing 30-days prior written notice, excepting only cancellation for non-payment of premium, which shall require ten (10)days prior written notice.

1.5. **Personal Property.** Special Form (All-Risks) property insurance upon personal property owned or leased by Sublessee, including furnishings, fixtures, equipment, goods, and inventory or property for which Sublessee is legally liable. Sublessor shall be named as Loss Payee as its interests may appear.

1.6. **Provisions Applicable to All Insurance Requirements**

1.6.1. All Certificates of Insurance must have all required endorsements attached and must be submitted prior to the commencement of the use, occupancy, or performance of any operations at the Premises.

1.6.2. Should any of the insurance policies contain either a deductible or self-insured retention, Sublessor and Sublessee(s) shall be responsible for paying their respective deductibles or self-insured retentions and the City shall not be responsible for paying such costs.

1.6.3. The insurance requirements set forth herein shall not relieve Tenant/Sublessor or Sublessee of liability in excess of such coverage, not shall it preclude the City from taking such other actions as are available to it under any other provision of this Agreement or law. No representation is made that the minimum insurance requirements of this Agreement are sufficient to satisfy the obligations of the Tenant/Sublessor and/or its Sublessee(s).

1.6.4. All insurance policies shall be written by an insurer with an A.M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business in the state of New Mexico or approved by the National Surplus Lines Association.

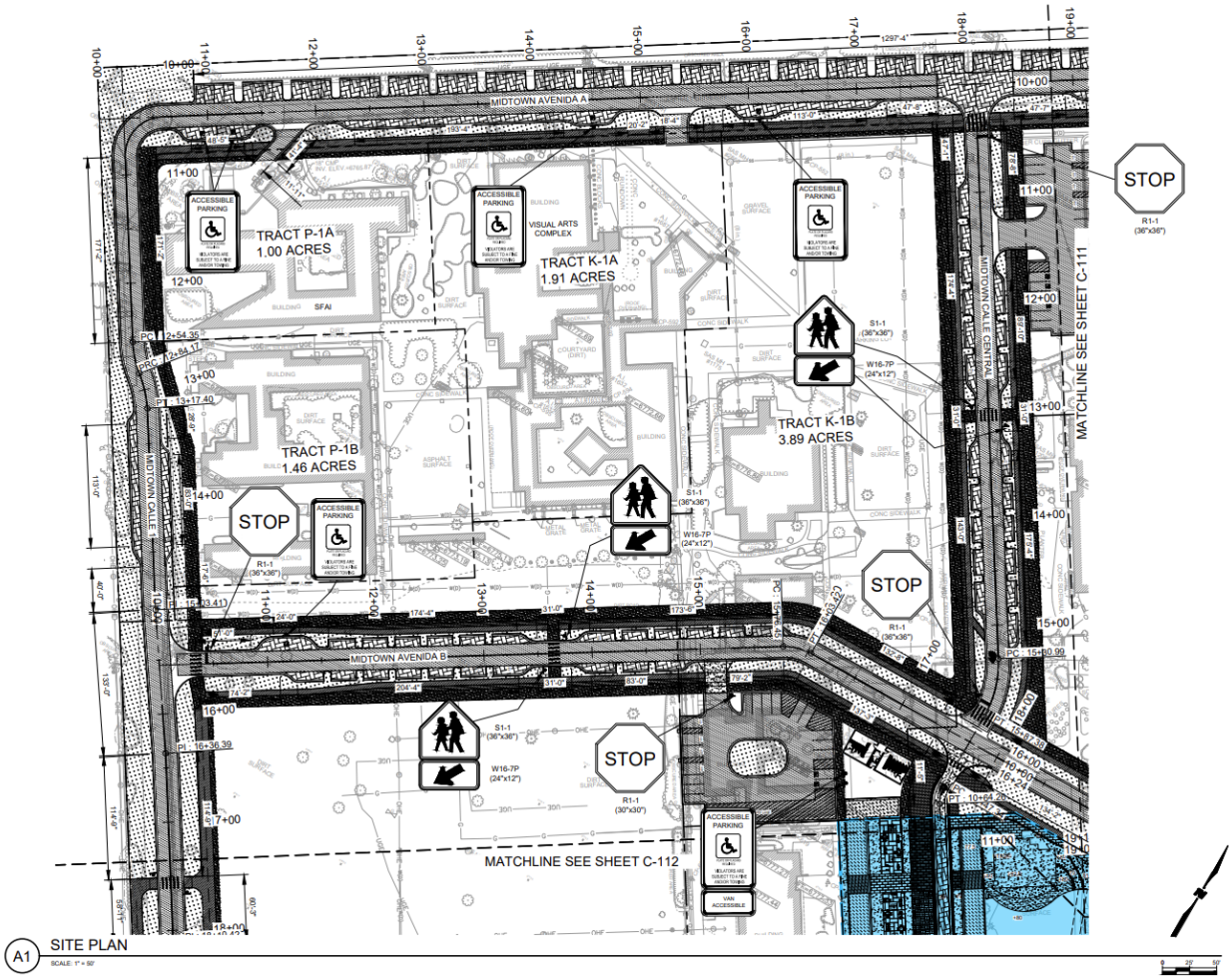
2.0 Indemnification

Sublessee shall defend, indemnify and hold the City and the Lessor harmless from action, proceedings, loss, costs, damages, liability and all other liabilities and expenses, including but not limited to attorney's fees, and cost of litigation, incurred by Sublessor by reason of any claim against Lessor or the City arising out of this lease and/or the operation of the Premises, except those claims arising out of the active conduct or negligence of Lessor's employees acting in the course of their employment for the benefit of Lessor and not Lessee.

EXHIBIT J

DEPICTION OF MIDTOWN ROW IMPROVEMENTS

Midtown Infrastructure Design Set



The City will coordinate with the Developer on any necessary modifications based on the final construction documents and both parties will make reasonable efforts to accommodate the other party's needs to improve the property.

Midtown Arts and Design Alliance Infrastructure Request

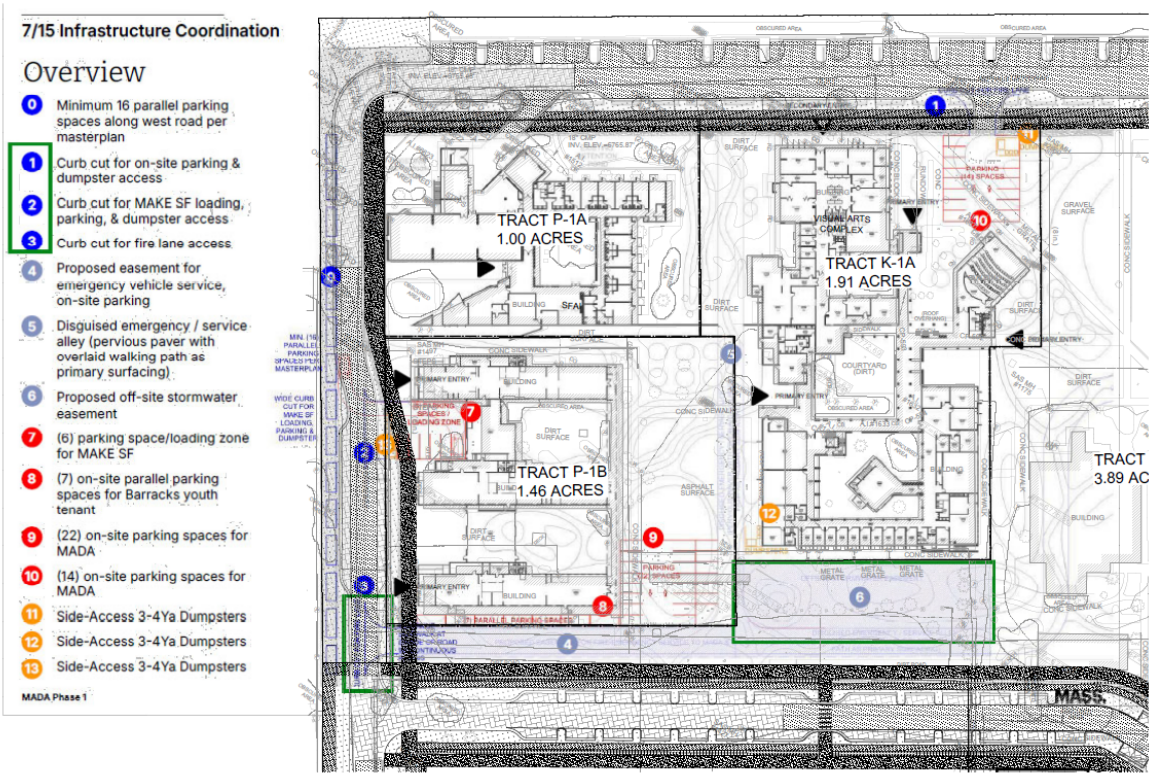


EXHIBIT K

INITIAL PARTNER PROGRAMMING

EXHIBIT K: Initial Partner Programming as of December 2025

TOTAL PROGRAM EXPENSES AT MADA BY EACH INITIAL PARTNER/ TENANT	Total Expenses	Programming Expenses Year 1	Programming Expenses over 5 Yrs	Programming Expenses over 50 Yrs	Full or Partial Relocation/ Organizational Programming*
CENTER	$ 522,106	$ 55,000	$ 55,000	$ 2,750,000	Partial
Creative Startups	$ 702,057	$ 420,195	$ 420,195	$ 21,009,750	Full
Girls Inc	$ 80,000	$ 80,000	$ 80,000	$ 4,000,000	Partial
Little Globe	$ 466,693	$ 358,572	$ 358,572	$ 17,928,600	Full
MAKE Santa Fe	$ 329,388	$ 329,388	$ 329,388	$ 16,469,400	Full
MASS Design Group	$ 1,784,802	$ 1,410,830	$ 1,410,830	$ 70,541,500	Full
Santa Fe Indigenous Center	$ 200,000	$ 200,000	$ 200,000	$ 10,000,000	Full
UNM Continuing Education	$ 2,572,324	$ 200,000	$ 1,000,000	$ 46,000,000	Partial
Vital Spaces	$ 816,320	$ 75,000	$ 150,000	$ 7,125,000	Partial
YouthWorks	$ 2,453,167	$ 750,000	$ 750,000	$ 37,500,000	Partial
TOTAL	**$9,926,857**	**$3,878,985**	**$4,753,985**	**$233,324,250**	

*Note: These expenses represent work conducted at MADA on the Midtown Campus.

TOTAL PROGRAM EXPENSES BY PHASE	Total Expenses	Programming Expenses Year 1	Programming Expenses over 5 Yrs	Programming Expenses over 50 Yrs
PHASE 1				
CENTER	$ 522,106	$ 55,000	$ 55,000	$ 2,750,000
Little Globe	$ 466,693	$ 358,572	$ 358,572	$ 17,928,600
MAKE Santa Fe	$ 49,408	$ 49,408	$ 49,408	$ 2,470,400
MASS Design Group	$ 1,784,802	$ 1,410,830	$ 1,410,830	$ 70,541,500
Santa Fe Indigenous Center	$ 200,000	$ 200,000	$ 200,000	$ 10,000,000
YouthWorks	$ 613,292	$ 187,500	$ 187,500	$ 9,375,000
TOTAL PHASE 1	**$ 3,636,301**	**$ 2,261,310**	**$ 2,261,310**	**$113,065,500**
PHASE 2				
Creative Startups	$ 702,057	$ 420,195	$ 420,195	$ 21,009,750
Girls Inc	$ 80,000	$ 80,000	$ 80,000	$ 4,000,000
UNM Continuing Education	$ 2,572,324	$ 200,000	$ 1,000,000	$ 46,000,000
Vital Spaces	$ 816,320	$ 75,000	$ 150,000	$ 7,125,000
TOTAL PHASE 2	**$ 4,170,701**	**$ 775,195**	**$ 1,650,195**	**$ 78,134,750**
PHASE 3				
MAKE Santa Fe	$ 279,980	$ 279,980	$ 279,980	$ 13,999,000
YouthWorks	$ 1,839,875	$ 562,500	$ 562,500	$ 28,125,000
TOTAL PHASE 3	**$ 2,119,855**	**$ 842,480**	**$ 842,480**	**$ 42,124,000**

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning January 1, 2023 and ending December 31, 2023

B. Name of organization: CENTER

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President):
Executive Director

D. Address: PO Box 8372, Santa Fe, NM 87504

E. Email: programs@centersantafe.org

F. Phone Number: (505) 933-9146

G. Website: centersantafe.org

H. Tax-exempt status: 501(c)(3)

I. Federal Identification Number: 85-0428041

J. City of Santa Fe Business Number: 240554

K. Accounting Method: Cash, Accrual, Other (specify): Cash

L. Form of organization: Corporation, Trust, Association, Other
Corporation

M. Total expenses through Fiscal Year in "A" above: $522,106

N. Organization's Mission Statement, if applicable:
CENTER supports socially and environmentally engaged lens-based projects through education, public platforms, funding, and partnerships.

Through our advancement of artists and their work, CENTER serves to deepen public understanding of lens-based media's history and ongoing cultural significance. By establishing partnerships between artists and scholars, editors, students, and the art world, we advance projects that respect all people, open minds, and engage our shared humanity.

O. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

Description of program and services provided
1) CENTER Project Labs: Mentorship & Professional Development

The Project Labs is a professional development program featuring personalized mentorship. CENTER facilitates one-on-one online meetings with mentors and provides supplementary project development workshops. Emerging photographers can sign up for mentorship on a first-come-first-serve basis, with no cost to participate. CENTER program alumni and former award winners serve as mentors.

CENTER produces a separate arm of the mentorship dedicated to NM Military, Veterans, and their caregivers to create a visual storytelling project. In addition to one-on-one mentorship the attendees meet as a group to share stories and provide support for the work.

All participants can apply the professional skills they gained during The Project Lab to create or refine a photographic project. Each mentee has an opportunity to showcase their work on the CENTER website, centersantafe.org

In addition to the one-on-one mentorship the program is supplemented by professional development workshops including: Editing & Sequencing, Preparing for Portfolio Reviews, Community Outreach and Engagement, and Making Photo Books & Zines.

Number of people benefited: 100.
Expenses: $25,000

2) Scholar Lecture Series
CENTER hosts public lectures and discussions with leading scholars about their latest research. Building on “The Democratic Lens: Photography & Civic Engagement” lecture series, scholars will present photographs that connect audiences to the diverse cultures, landscapes, histories, and individuals who collectively shaped the nation. The lecture series prioritizes underrepresented histories to emphasize the diversity of the citizenry.

Number of people benefitted: 150
Expenses: $15,000

3) CENTER Membership
CENTER members receive free access to seminars and discussions, invitations to members exhibitions, meet-ups, and invitations to pop-up Photo Expo & Book Fairs.
Number of people benefitted: 75 (NM residents) 330 total
Expenses: $15,000

P. Total Program Expenses. Add all Costs of above programs: $55,000
Note – total Program Expenses from 2023- $461,697

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning July 1, 2023and ending June 30, 2024

B. Name of organization: Creative Startups

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): Brianna Figueroa, Executive Director

D. Address: 441 Greg Ave, Santa Fe, NM, 87501

E. Email: brianna@creativestartups.org

F. Phone Number: 307-631-6990

G. Website: www.creativestartups.org

H. Tax-exempt status: Exempt

I. Federal Identification Number: 26-0718081

J. City of Santa Fe Business Number: 222853

K. Accounting Method: Cash, Accrual, Other (specify): Accrual

L. Form of organization: 501c3

M. Total expenses through Fiscal Year in "A" above: $702,057

N. Organization's Mission Statement, if applicable: Creative Startups accelerates the success of creative entrepreneurs, building the creative economy.

O. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

a. Creative Startups Entrepreneurial Education Programs: we offer "accelerator" style programs to help creative entrepreneurs build resilient businesses

b. 30 entrepreneurs, 85% women or POC
c. One 6-week program, and one 12-week program
d.$194,489

a.Libraries as Launchpads: a training program to equip librarians to provide entrepreneurial support specific to their locale.
B.30 librarians from rural locations all across the USA
d. $78,762

a. Strategic Development for Creative Industries: we work with local and regional governments to help craft strategic plans for thriving creative economies
d.$146,944

P. Total Program Expenses. Add all Costs of above programs: $420,195

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning January 1, _____and ending December 31, _____.

B. Name of organization: Girls Incorporated of Santa Fe

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): Kimberly Brown

D. Address: 301 Hillside Avenue, Santa Fe NM, 87507

E. Email: kbrown@girlsincofsanatfe.org

F. Phone Number: 505-982-2042

G. Website: Girlsincofsantafe.org

H. Tax-exempt status: Exempt

I. Federal Identification Number: 850129250

J. City of Santa Fe Business Number:

K. Accounting Method: Cash, Accrual, Other (specify): Accrual

L. Form of organization: Corporation, Trust, Association, Other: Corporation

M. Total expenses through Fiscal Year in "A" above: $80,000

N. Organization's Mission Statement, if applicable: To inspire all girls to be strong, smart, and bold.

O. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

a. Description of program and services provided
b. # of persons benefited and relevant demographics, if applicable
c. Additional relevant information
d. Total costs of Program 1, annually in above stated fiscal year

Overview: The "Girls Inc. Experience" is an empowering summer program designed for teens aged 12-18 focused on life skills development and career pathways in arts and design. Hosted by Girls Inc. of Santa Fe, this program aims to inspire young women by providing overall hands-on Girls Inc.

Experiences along with mentorship and the opportunity to explore viable careers in the arts and design fields.
Program Goals: The Girls Inc. Experience seeks to: Serve 20 youth who represent the overall population of the Santa Fe community. - Equip participants with essential life skills, including positive body image, stress management, leadership, communication, and teamwork. - Introduce various career options in the arts and design fields, helping teens envision and pursue their future careers.

Accumulative costs consist of an 8 week program, 2 weeks of training, 2 weeks preparations, 2 weeks of finalizing and closing out programs including data processing and reporting. Total cost 80,000.

P. Total Program Expenses. Add all Costs of above programs: $___80,000____

MIDTOWN ARTS AND DESIGN ALLIANCE - Little Globe Inc.

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning **January 1, 2023** and ending **December 31, 2023**.

B. Name of organization: Little Globe Inc.

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): Dylan Tenorio, Co-Executive Director

D. Address: 2350 Fox Rd #200, Santa Fe, NM (if Dylan's address: 958a Acequia de Las Joyas)

E. Email: info@littleglobe.org (Dylan@littleglobe.org)
F. Phone Number: 505-980-6218 (Dylan's cell: 505-504-1713)

G. Website: Littleglobe.org

H. Tax-exempt status: 501(c)(3) Non-Profit Organization

I. Federal Identification Number: 27-0118569

J. City of Santa Fe Business Number: License #2283

K. Accounting Method: Cash, Accrual, Other (specify): Accrual

L. Form of organization: Corporation

M. Total expenses through Fiscal Year in "A" above: $466,693

Organization's Mission Statement, if applicable:
Littleglobe's multi-generational team works with people to tell their own stories. Through partnerships, we provide tools, programs, training, and platforms to co-create and share artistic works with the wider world. Our collaborative process models a community in which everyone is seen and heard.

N. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

Presente

a. Description of program and services provided

¡Presente! was a community storytelling project exploring displacement and belonging in Santa Fe. In partnership with Chainbreaker and Esteban Real Galvez, it featured a 2019 ensemble performance at the Lensic, using personal stories to inspire dialogue and inform policy on housing, development, and cultural preservation.

b. # of persons benefited and relevant demographics, if applicable

Twelve community participants from Santa Fe, Indigenous, Hispanic, African-American, Asian, Low Income residents

c. Additional relevant information

d. Total costs of Program 1, annually in above stated fiscal year

$88,572 for Presenté

Community storytellers

e. Description of program and services provided

Community Storytellers empowers Northern New Mexico residents to share personal and cultural stories through video. Originating with the Manitos Project and Santa Fe Public Library workshops, it has grown into filmmaking cohorts whose videos have reached hundreds of thousands of views via LittleGlobe TV and YouTube. We also host public screenings at venues like Sky Cinema and CCA, expanding community visibility. Many of these projects focus on youth, including programs with Communities in Schools, YUCCA/Earthcare, and Santa Fe's Southside Teen Center, engaging students in storytelling, digital media, and mentorship from 2021–2025.

f. # of persons benefited and relevant demographics, if applicable

Hundreds of New Mexican Community members who are Indigenous, Hispanic, African American, Asian, Immigrant students, dozens of films, 3 schools in Santa Fe

g. Additional relevant information

Over the course of 5 years of work and continues through state funding in New Mexico Gro $160k (2024-2026)

h. Total costs of Program 1, annually in above stated fiscal year

$120k per year

Partner Driven Collaborative Storytelling

i. Description of program and services provided

Little Globe partners with nonprofits to lead storytelling workshops and produce documentary films about their work. Partners include GearUp NM, Santa Fe Indigenous Center, Santa Fe Community

Foundation, and others. A key example is our multi-year collaboration with GearUp, which has served over 500 students, 100 educators, and dozens of schools statewide by documenting youth experiences in the transition to higher education. We prioritize hiring local filmmakers—many of whom also teach at area colleges—creating mentorship and internship opportunities while supporting a sustainable creative workforce in Santa Fe.

j. # of persons benefited and relevant demographics, if applicable
Over 40 films, 15 interns, 25+ collaborating organizations serving thousands of community members across the state and Santa Fe.

k. Additional relevant information
Over the course of 15 years of work

l. Total costs of Program 1, annually in above stated fiscal year
$150k per year

O. Total Program Expenses. Add all Costs of above programs: $358,572

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning January 1, 2024 and ending December 31, 2024.

B. Name of organization: Make Santa Fe

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): James W. Johnson

D. Address: 2879 All Trades Rd, Make Santa Fe, NM 87507

E. Email: james@makesantafe.org

F. Phone Number: (505) 819-3502

G. Website: makesantafe.org

H. Tax-exempt status: 501(c)(3)

I. Federal Identification Number: 81-1757888

J. City of Santa Fe Business Number: 15-00130086

K. Accounting Method: Cash, Accrual, Other (specify): Cash

L. Form of organization: Corporation, Trust, Association, Other Non-profit Corporation

M. Total expenses through Fiscal Year in "A" above: $329,387.79

N. Organization's Mission Statement, if applicable: To empower individuals and our community by providing access to tools, training, and collaborative spaces that inspire creativity, innovation, and sustainable entrepreneurship.

O. Statement of Program Service Accomplishments. **Please See attached document.**

P. **Total Program Expenses. Add all Costs of above programs: $329,387.79** (The about 3 programs represent the majority of our programming. Other programming is volunteer driven and funded.

Make Santa Fe is Northern New Mexico's only nonprofit, membership-based makerspace dedicated to providing equitable access to tools, training, and a vibrant creative community. As a key community asset within the Midtown Arts and Design Alliance, Make Santa Fe fosters economic opportunity, advancing lifelong learning, and cultivating a collaborative, interdisciplinary culture of innovation. Our programs serve various stakeholders—artists and entrepreneurs to educators and hobbyists—creating pathways to creative careers, supporting small business incubation, and enriching Santa Fe's cultural fabric.

Program 1: Makerspace Membership and Studio Access

Description of program and services provided:

Make Santa Fe provides affordable access to a (currently) 7,000 sq. ft. makerspace with specialized equipment for woodworking, metal fabrication, ceramics, digital fabrication (CNC, laser, 3D printing), electronics, and more. Members receive studio access, orientation, and training required to use industrial and advanced craft equipment safely and effectively.

of persons benefited and relevant demographics:

In FY2024, over 200 active members accessed the facility. Membership demographics include emerging artists, small business owners, educators, hobbyists, and low-income individuals. Approximately 40% of members identify as women or non-binary, and 25% are from historically underserved or economically disadvantaged backgrounds.

Additional relevant information:

This program directly supports workforce development, entrepreneurship, and lifelong learning. The facility is a hub for creativity, skill-building, and community connection in Santa Fe. Financial assistance is available to ensure equitable access.

Total annual cost: $200,000 annually (includes staff, facility, utilities, tool maintenance, and administration)

Program 2: Public Classes and Badge Workshops

Description of program and services provided:

Make Santa Fe offers over 250 workshops annually in areas like woodworking, ceramics, metalworking, electronics, and CNC fabrication. Badge classes are mandatory safety and skills trainings required for members to access specific studios, ensuring safe and independent use of the space.

of persons benefited and relevant demographics:

In FY2024, over 1,200 students participated. Participants ranged from teens to retirees and included working professionals, artists, and hobbyists. Notably, many new residents and creatives relocating to Santa Fe found their first community connection through these programs.

Additional relevant information:

Classes are designed to be accessible to all skill levels and support pathways from beginner to advanced maker skills. Scholarships and reduced-cost programs are offered for low-income individuals and underrepresented groups.

Total annual cost: $101,919.00 annually (includes instructor stipends, materials, tools, and staff coordination)

Program 3: Community Events and Outreach

Description of program and services provided:

Make Santa Fe hosts free community events, including Open Throw ceramics days, blacksmithing open forges, Maker Community Nights, hackathons, and artist talks, fostering public access to maker culture and creative technologies.

of persons benefited and relevant demographics:

In FY2024, we hosted over 40 community events with roughly 10 attendees at each event. Additionally he host 4 large-scale community events that attract 100 individuals on average. A combined 800 individuals attended community events at Make Santa Fe. Attendees represented diverse backgrounds including families,

students, educators, and under-resourced community members seeking access to creative outlets.

Additional relevant information:

Events allow new participants to discover the makerspace, build creative confidence, and explore new skills. They also create opportunities for local artists and makers to share their work and build community connections.

Total annual cost: $~25,000 annually (includes staff time, materials, marketing, and facility expenses)

Through affordable membership and studio access, hands-on classes and workforce development programs, and free or low-cost community events, Make Santa Fe lowers barriers to creative expression and industrial arts skills in our region. Over 2,400 people benefited from our programs last year, reflecting a community-centered approach prioritizing access, inclusion, and empowerment. As a cornerstone of the Midtown Arts and Design Alliance, Make Santa Fe will continue to drive the vision of Midtown as a thriving hub for arts, design, innovation, and inclusive economic growth.

MIDTOWN ARTS AND DESIGN ALLIANCE
COMMUNITY BENEFITS FORM
MASS DESIGN GROUP

A. For the fiscal year beginning **July 1, 2024** and ending **June 30, 2025**. Note that fiscal year values for "M", "O", and "P" below may vary slightly due to projections versus actuals for the remainder of the fiscal year 2025. Values are reflective of the Santa Fe Studio budget, only, and not the entirety of the organization.

B. Name of organization: **MASS Design Group, Ltd**

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): **Patricia Gruits, Co-Executive Director**

D. Address: **1807 2nd St Suite 32, Santa Fe, NM 87505**

E. Email: **pgruits@mass-group.org (cc: jkunkel@mass-group.org)**

F. Phone Number: **(505) 634-9200**

G. Website: **massdesigngroup.org**

H. Tax-exempt status: **501(c)3**

I. Federal Identification Number: **61-1659704**

J. NMBTIN (fka CRS)#: **03-432215-00-9**

K. Accounting Method: **Accrual**

L. Form of organization: **Corporation**

M. Total expenses through Fiscal Year in "A" above: **$1,410,830**

N. Organization's Mission Statement, if applicable: **Our mission is to research, build, and advocate for architecture that promotes justice and human dignity.**

O. Statement of Program Service Accomplishments. **Note:** community benefit and program costs described below are derived from our Santa Fe Studio work and not from our organization at-large.

a. Traditional Design Services

i. **Description:** MASS provides mission-driven architecture and planning services that center justice, human dignity, and environmental stewardship. Our design services begin with visioning, where we align on project goals, impacted communities, and engagement strategies. Through pre-design and schematic design, we translate those goals into feasible spatial strategies. We continue refining the design through design development, documentation, and construction administration, ensuring the process reflects the project's social and ecological priorities. Our services also include cost management, feasibility analysis, contractor coordination, and post-occupancy evaluation to ensure long-term impact and learning.

ii. # of persons benefited and relevant demographics:

4,542	# Ppl benefited in Santa Fe annually
615,647	# Ppl benefited in New Mexico annually
623,166	# Ppl benefited in Mountain West annually

64%	Projects that lasted >1 yr
44%	Partnerships that are repeat
75%	Projects that incorporated community engagement
20.13%	Ppl benefited non-white
25.31%	Ppl benefited Indigenous

iii. Total costs of program, annually in above stated fiscal year: **$1,323,211**

b. Accompaniment & Impact

i. **Description**: MASS Design Group's Accompaniment and Impact services center on building trust and delivering human-centered, healing-focused design through long-term partnership. Inspired by Dr. Paul Farmer's philosophy of accompaniment, the approach emphasizes staying present through all phases of a project—from early visioning to post-occupancy evaluation. The team supports partner readiness by demystifying capital project planning with tools like Purpose Built, guiding organizations to align facilities with mission. Meaningful engagement is tailored to each project, fostering mutuality, healing, and inclusion of impacted individuals and communities, while intentionally avoiding extractive or superficial processes. This includes mapping community impact, developing customized engagement plans, and incorporating feedback loops to directly inform design. Finally, research and impact tracking are integrated from the outset, using evidence-based design strategies and MASS's Impact Framework to measure cultural, economic, health, climate, and ecosystem outcomes—ensuring that built environments promote justice, well-being, and long-term positive change.

ii. **# of persons benefited and relevant demographics:**

0	# Ppl benefited in Santa Fe annually
49,575	# Ppl benefited in New Mexico annually
49,575	# Ppl benefited in Mountain West annually
0%	Projects that lasted >1 yr
100%	Partnerships that are repeat
100%	Projects that incorporated community engagement
100%	Ppl benefited minority
5%	Ppl benefited Indigenous

iii. Total costs of program, annually in above stated fiscal year: **$110,000**

c. Sustainable Native Communities Design Lab

i. **Description:** Within our Sustainable Native Communities (SNC) Design Lab, we advance research and advocacy that centers Indigenous knowledge systems as essential to building a more just, resilient, and regenerative

future. Our work begins with place-based research conducted in partnership with Native communities to document cultural practices, land relationships, and community needs—producing design frameworks that uphold health, sovereignty, and cultural continuity. These insights inform our Catalyst Projects, which co-design buildings and landscapes that demonstrate the transformative power of culturally rooted design to support healing, resilience, and self-determination. Beyond individual projects, we advocate for systemic change by publishing, convening, and collaborating with Native architects and planners to shift how architecture is taught and practiced. This includes integrating Indigenous frameworks into policy, education, and capital access strategies—ensuring that Native leadership can shape the built environment at every level.

ii. # of persons benefited and relevant demographics:

0	# Ppl benefited in Santa Fe annually
0	# Ppl benefited in New Mexico annually
22,102	# Ppl benefited in Mountain West annually
50%	Projects that lasted >1 yr
50%	Partnerships that are repeat
50%	Projects that incorporated community engagement
50%	Ppl benefited minority
50%	Ppl benefited Indigenous

iii. Total costs of program, annually in above stated fiscal year: **$351,591**

P. **Total Program Expenses. Add all Costs of above programs: $1,784,802**

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning **January 1, _2024_and ending December 31, _2024__.**

B. Name of organization: **Santa Fe Indigenous Center**

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President):
Caren Gala, Director

D. Address: **P.O. Box 24184, Santa Fe, NM 87502**

E. Email: **sficdirector@gmail.com**

F. Phone Number: **505-660-4210**

G. Website: **www.santafeindigenouscenter.org**

H. Tax-exempt status: Yes, **501c3**

I. Federal Identification Number: **99-2953150**

J. City of Santa Fe Business Number: **Pending**

K. Accounting Method: Cash, Accrual, Other (specify): **Cash**

L. Form of organization: Corporation, Trust, Association, Other: **Nonprofit**

M. Total expenses through Fiscal Year in "A" above: $200,000__

N. Organization's Mission Statement, if applicable: *Santa Fe Indigenous Center is designed by and for Indigenous people with the mission of supporting, promoting, and enriching our vital, diverse community by identifying and serving the needs and interests of our people.*

O. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

a. Description of program and services provided **(SEE ATTACHMENT)**
b. # of persons benefited and relevant demographics, if applicable
c. Additional relevant information
d. Total costs of Program 1, annually in above stated fiscal year

P. Total Program Expenses. Add all Costs of above programs: $200,000

The Santa Fe Indigenous Center (SFIC), established in 2008 is designed by and for Indigenous Peoples with the mission of supporting, promoting, and enriching our vital, diverse community by identifying and serving the needs and interests of our people. SFIC has designed its programming to fit the needs of urban and rural Native Americans residing within the Santa Fe County. We offer financial emergency assistance, food access through our bi-weekly food distribution program, and focus on cultural revitalization of traditional customs, and traditions. The Indigenous community's safety, access to food and financial stability are important needs that SFIC strives to support. We host a free, drive-thru bi-weekly food distribution every other Friday for food access. We provide the opportunity for financial emergency assistance for housing, rent and utilities so that we remain supporting the Indigenous community for stability, and safety for our Indigenous family and friends.

Last year, we offered support with $52,120.62 in financial assistance for rent and utilities emergencies. We held 24 food distributions handing out food bags and produce boxes to 1,241 families (2,302 adults; 1,268 children). We also held 9 Indigenous women and men's gatherings, in addition to 28 combined outreach events and cultural revitalization sessions.

The Indigenous community is celebrated by us through cultural events held in the city. We host annually the Indigenous Community Day and the Honoring All Nations Powwow on the Santa Fe Plaza for Indigenous Peoples' Day. We also allow the space for learning about cultural values, traditional practices, and knowledge systems at the SFIC. Through our network of Indigenous partners, artists, motivational speakers, health professionals, community leaders, and traditional knowledge bearers that offer skill sharing classes such as beading classes, skirt making, ribbon shirt making, drum-making, Navajo shoe game, and more.

Our continued service to the Indigenous community is strengthened by our staff and board of directors own Indigenous backgrounds and knowledge of working with tribal community members. The familiarity of cultural customs and awareness of systemic barriers, helps deepen our relationship within the Indigenous community. SFIC networks with other Native led organizations, Tribal governments and Tribal officials, State Representatives, and other community non-profit organizations to stay in que with social and political factors that may have an impact on Indigenous communities.

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning July 1, 2023 ending June 30, 2024.

B. Name of organization: University of New Mexico Continuing Education

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): Audrey Arnold, Executive Director

D. Address: 1634 University Blvd. NE, Albuquerque, NM 87102

E. Email: aarnold5@unm.edu

F. Phone Number: 505.301.4330

G. Website: https://ce.unm.edu/

H. Tax-exempt status: 501(c)(3)

I. Federal Identification Number: 85-6000642

J. City of Santa Fe Business Number:??

K. Accounting Method: Cash, Accrual, Other (specify): Accrual

L. Form of organization: Corporation?

M. Total expenses through Fiscal Year in "A" above: ADD YOUR TOTAL BUDGET TO THE BEST OF YOUR KNOWLEDGE:

UNM Continuing Education is a 100% self-sustainable entity and does not receive state or UNM funding for its operation of programs. In FY24 the total budget was as follows:

	Budget	Actuals
Report Total Revenue:	**13,930,071.64**	**16,248,205.44**
Report Total Expenses:	**13,930,071.64**	**13,675,881.13**
Report Net:	**.00**	**2,572,324.31**

N. Organization's Mission Statement, if applicable: For over 95 years, UNM Continuing

Education has served hundreds of thousands of people in our community by offering valuable learning opportunities and certification programs that invest in our local workforce and economy while also providing a means for lifelong education and personal improvement.

UNM Continuing Education is committed to the development of innovative educational alternatives for those who love to teach and learn here in New Mexico and grow in response to the needs of our people and to changes in the economy, technology and business.

Mission: UNM Continuing Education is committed to providing quality lifelong learning opportunities to the community by extending the educational resources of New Mexico's flagship university.
Vision: To expand possibilities and strengthen communities through powerful collaboration.

O. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program services by your organization.

i. Professional Development

For over 60 years, UNM Continuing Education (UNMCE) has been a cornerstone in New Mexico's workforce development landscape, offering responsive and relevant professional development and career training programs. Our work supports individuals and organizations in adapting to the demands of today's rapidly changing technologies and evolving job markets.

Each year, UNMCE designs and delivers dozens of new non-credit certificate and certification programs tailored to current workforce needs. We also continually refine and retire programs to ensure our offerings remain practical, future-focused, and aligned with industry standards.

UNMCE's impact is broad: while 65% of the students we serve live in the greater Albuquerque area, 20% come from across New Mexico, and 15% join us from global locations—reflecting the expanding reach of our virtual and hybrid learning opportunities.

Though sometimes seen as a point of entry for those exploring alternatives to traditional degree programs, our professional development programs serve a diverse student population. Our learners include career changers, aspiring entrepreneurs, customer service professionals, seasoned and emerging leaders, coders, accountants, project managers, and more—each on their own unique path toward advancement.

UNMCE remains committed to equipping New Mexico's workforce with the skills, credentials, and confidence to meet today's challenges and seize tomorrow's opportunities.

ii. Personal Enrichment and Osher Life Long Learning Institute

Personal Enrichment

UNM Continuing Education (UNMCE) offers more than 1,000 Personal Enrichment courses each year, providing New Mexicans with accessible, engaging opportunities to explore their interests, expand their skills, and connect with others. These programs—delivered both in-person and online—span a wide range of subjects, including visual arts, writing, music, dance, performance arts, language, health and fitness, culinary arts, astronomy, mindfulness, and much more.

While 80% of our students currently reside in the greater Albuquerque area due to the concentration of in-person classes, 20% join us from across New Mexico and beyond. Expanding our in-person Personal Enrichment programming into Santa Fe allows us to serve a broader segment of the state, bringing UNMCE's expertise and diverse course offerings to the Santa Fe community. This expansion will also create new opportunities for local Santa Fe artists and instructors to share their talents and teach through UNMCE.

Osher Lifelong Learning Institute (OLLI) at UNM

The Osher Lifelong Learning Institute (OLLI) at the University of New Mexico provides enriching, academically oriented, non-credit courses for adults aged 50 and older. With no admission requirements, tests, or grades, OLLI fosters an inclusive learning environment where curiosity thrives and the community flourishes.

Course topics range from history and art history to creative writing, philosophy, and science—offered by university faculty and subject-matter experts passionate about lifelong learning.

As part of our vision for expanded outreach, we aim to bring OLLI programs to Santa Fe and the MADA community, increasing opportunities for adults 50+ to engage intellectually and socially. This expansion will also support new teaching opportunities for local instructors who are eager to contribute to this vibrant, intergenerational learning community.

iii. Custom Programs and Strategic Partnerships at UNM Continuing Education

UNM Continuing Education (UNMCE) delivers a diverse range of customized programs designed to meet the unique needs of individuals, businesses, nonprofits, and public-sector organizations. These tailored offerings span professional development, career training, the arts, and language instruction—each crafted in collaboration with partners to align with specific workforce goals, learning outcomes, and organizational priorities.

In addition to program development, UNMCE offers robust support services to both

UNM-affiliated departments and external partners. These include registration management, marketing support, digital badging, Continuing Education Units (CEUs), and other administrative services. As we expand our reach, we anticipate being a key resource for MADA and its partners, providing both educational programming and operational support to help bring high-impact learning opportunities to Santa Fe.

New Santa Fe Program: Expanding Access and Opportunity

UNM Continuing Education is proud to launch its first formal presence in Santa Fe through a new initiative located on the MADA campus. This program is designed to increase access to workforce training, career education, and industry-recognized certifications for Santa Fe County residents aged 18 and older.

The program will focus on identifying educational gaps within the community and developing responsive programming in collaboration with local instructors and industry partners. Areas of focus may include design, hospitality, technology, entrepreneurship, and other high-demand sectors.

Year 1 Impact Goals:

- Deliver a minimum of five (5) pilot class programs at the MADA campus
- Employ five (5) local instructors
- Serve between 60 and 100 adult learners through low-cost or philanthropically subsidized classes

In partnership with MADA, the UNM College of Fine Arts, the UNM School of Architecture and Planning, and other stakeholders, UNMCE will evaluate and refine its offerings throughout the first year. The goal is to scale the program to serve over 500 Santa Fe residents annually, with more than 70% being new learners or emerging professionals pursuing job training (e.g., interior design, hospitality) or laying the groundwork for future degree pathways.

UNMCE will also collaborate with UNM STEAM and other institutional partners to align programming with regional workforce needs and provide meaningful pathways from education to employment.

P. Total Program Expenses. Add all Costs of above program: $Year 1: approximately 200K annually, growing to $1M in Year 5

VITAL SPACES
SANTA FE

MIDTOWN ARTS AND DESIGN ALLIANCE
COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning January 1, 2024 ending December 31, 2024?
B. Name of organization: Vital Spaces
C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President):
Raashan Ahmad
D. Address: 1420 Cerrillos Rd, Santa Fe NM
E. Email: raashan@vitalspaces.org
F. Phone Number: 505.469.8820
G. Website: https://www.vitalspaces.org/
H. Tax-exempt status: 501(c)(3)
I. Federal Identification Number: 99-4189021
J. City of Santa Fe Business Number: 241036.
K. Accounting Method: Cash, Accrual, Other (specify): Cash
L. Form of organization: Corporation
M. Total expenses through Fiscal Year in “A” above: $816,320
N. Organization’s Mission Statement, if applicable: Founded in 2019, Vital Spaces began as an organization committed to finding and providing low-cost studio spaces to artists of Santa Fe, with a guiding commitment to support BIPOC and underserved creatives. Seeing the disparities and gaps in our creative community in Santa Fe prompted us to reflect on how Vital Spaces might expand and improve our service to our community and what our role might be in transforming our home into an incubator of creative expression for all of us, with a heightened focus on those at the margins whose voices have historically been left out. Today, Vital Spaces is
more than just an arts nonprofit, it’s about connections and creativity. We are passionate community organizers with a mission to improve the lives of everyone in our city through the arts by offering a wide range of creative opportunities for artists and community members to engage with one another, collaborate, and celebrate the cultural vibrancy and diversity of Santa Fe.
O. Statement of Program Service Accomplishments. Describe the organization’s program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program
services by your organization.
1. Vital Spaces at MADA
a. Description of program and services provided: In order to fulfill our mission,

Vital Spaces has been and continues to be committed to serving our constituents throughout Santa Fe, including at multiple locations that allow the entire community to participate. At the MADA campus, Vital Spaces is looking to serve working artists through providing low cost individual and group studio spaces, a dance studio and associated programming, providing low cost access to MAKE Santa Fe makerspace facilities, and working with MADA and other MADA partners to program the community room planned for what is currently named Tishman Hall in the Visual Art Center. This is based on identified community needs and abilities to program space in Midtown.
b. # of persons benefited and relevant demographics, if applicable: While we do not yet have demographics for the MADA project, Vital Spaces currently serves approximately 56% artists of color and 75% low income artists, including emerging professionals with the need for studio space. For the dance studio, we see the need for children and young people to have additional access to low-cost dance programming. Once this is up and running, we anticipate that this will allow up to 150+ children and youth from low-income households all across Santa Fe to participate in dance lessons monthly and employ 5-10 dance teachers.
P. Total Program Expenses. Add all Costs of above program: $Year 1: approximately 75k annually, growing to $150k in Year 5

2. Artist Studio Program:

Vital Spaces has successfully provided affordable studio spaces for emerging and established artists, offering a creative haven that fosters professional growth and community collaboration. The program supports a diverse range of artists, particularly BIPOC and low-income creatives, by offering subsidized rates in a community-centered environment. Over the past 5 years, we have served over 30 artists, contributing to the local arts ecosystem by providing space for the development of new works, exhibitions, and creative practices. The program also includes mentorship opportunities, ensuring that artists have access to resources that aid in both artistic and business growth.

3. Community Art Closet:

The Community Art Closet is a cornerstone of our commitment to supporting artists at all stages of their creative journey. By providing free art supplies to artists, particularly those from low-income backgrounds, we have enabled over 200 individuals per month to access the materials they need to create. The closet serves a broad range of people, from hobbyists to professional artists, and has become an essential resource in Santa Fe. This program directly addresses the financial barriers that prevent many artists from accessing quality supplies, ensuring that art remains accessible to all.

MIDTOWN ARTS AND DESIGN ALLIANCE

COMMUNITY BENEFITS
STAKEHOLDER FORM

A. For the fiscal year beginning July 1, 2023 ending June 30, 2024.

B. Name of organization: Santa Fe YouthWorks

C. Name of Person with Executive Authority (Executive Director, Owner or Board Chair/ President): Melynn Schulyer

D. Address: 1505 Llano Street, Santa Fe, New Mexico

E. Email: melynn@santafeyouthworks.org

F. Phone Number: 505.989.1855

G. Website: https://santafeyouthworks.org/

H. Tax-exempt status: 501(c)(3)

I. Federal Identification Number: 85-0480524

J. City of Santa Fe Business Number:

K. Accounting Method: Cash, Accrual, Other (specify): Accrual

L. Form of organization: Corporation

M. Total expenses through Fiscal Year in "A" above: $2,453,167

N. Organization's Mission Statement, if applicable: YouthWorks mission is to help youth develop the necessary life skills to become active, productive participants in their community. YouthWorks comprehensive programs are designed so Opportunity Youth can develop strong educational, social, leadership and workforce skills that lead to stability, productivity, and success. YouthWorks' goals are to engage and train young people in project-based learning while leveraging varied training project arms to deliver much-needed community resources, such as farming to improve local sources of fresh produce, performing conservation work, and conducting a robust culinary training program that produces and delivers healthy

O. meals for the indigent and hungry. YouthWorks offers a multitude of supportive services including job search assistance, career counseling and trades credentialing, emergency financial assistance, mentoring, no-fee counseling, and intensive personalized case management services.

P. Statement of Program Service Accomplishments. Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, fill in the information below for each of the three largest program

services by your organization.

i. **YouthBuild**
   a. **Description of program and services provided:** YouthBuild, which YouthWorks intends to fully relocate to the MADA campus, delivers workforce preparation, career education and industry certification, GED preparation and completion, soft skills training, leadership training, case management services, resume-building, job search and placement for Opportunity Youth, ages 16-24.
   b. **# of persons benefited and relevant demographics, if applicable:** YouthBuild serves approximately 60 Opportunity Youth annually. Of those, 94% are low to very low-income status, 74% areHispanic, 6% are Native American, 64% are male, 35% are female, 1% other gendered, and over 34% are housing insecure or homeless.
   c. **Total costs of YouthBuild, annually in above stated fiscal year:** $450,000

ii. **Youth Conservation Corps**
   a. **Description of program and services provided:** YouthWorks also plans to relocate its Youth Conservation Corps program to MADA. This initiative provides paid, hands-on training in environmental restoration for young adults aged 16-24. Participants gain practical knowledge of environmental and habitat issues, develop crucial teamwork, leadership, and social skills, and acquire skills for professional career paths. The training is delivered through active engagement in local projects, including environmental restoration, river and watershed habitat renewal, wildland fire mitigation, and land management.
   b. **# of persons benefited and relevant demographics, if applicable:** YouthWorks' Youth Conservation Corps serves approximately 50-60 Opportunity Youth annually.
   c. **Total costs of Youth Conservation Corps, annually in above stated fiscal year:** $200,000

iii. **Social Justice Cafe**
   a. Social Justice Cafe @ MADA: YouthWorks intends to develop and operate a youth-run social justice cafe as an adjunct food service site to its larger Culinary Arts Training and Catering social enterprise. The MADA based cafe will serve as a food vendor to the MADA partners and larger Midtown campus service population. Food will be prepared at the YouthWorks Social Justice Kitchen on Cerillos, and prepared food will be transported to the Social Justice Cafe @ MADA.
   b. **# of persons benefited and relevant demographics, if applicable:** This program arm is projected to serve 15-25 youth in paid hands-on experiential training annually.
   c. **Total costs of culinary, annually in above stated fiscal year:** $104,799 (this represents 25% of the total program cost listed in FY2023 990. By the time YouthWorks moves into Midtown, we will have opened our Social Justice Kitchen on Cerillos, where much of our operations will move. We anticipate moving 25% of culinary operations to Midtown.

Q. **Total Program Expenses. Add all Costs of above programs: $**approximately 750K annually

EXHIBIT L

FORM OF ASSIGNMENT OF PLANS

ASSIGNMENT OF PLANS, SPECIFICATIONS AND CONTRACTS

(MIDTOWN – CITY OF SANTA FE)

THIS ASSIGNMENT OF PLANS, SPECIFICATIONS AND CONTRACTS (this "**Assignment**") is made as of _____, ___ 20__, by and between by and between [_____], a [_____] ("**Assignor**"), and the CITY OF SANTA FE, a municipal corporation and political subdivision of the State of New Mexico ("**Assignee**").

RECITALS

A. Assignor and Assignee entered into that certain Ground Lease and Development Agreement dated [_____] (as amended, the "**Development Agreement**"), whereby Assignee agreed to lease to Assignor all of that certain real property located in the City of Santa Fe, New Mexico, as more particularly described on Exhibit A attached hereto (the "**Property**"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Development Agreement.

B. In connection with the foregoing transaction, Assignor agreed to pursue the completion of certain improvement plans, site plans, specifications, architectural drawings, renderings, plans, plats, agreements, contracts, permits, certificates, entitlements and approvals, reports, assessments, studies, and surveys relating to Assignor's development and construction at the Property (except to the extent excluded pursuant to Section 3 below, the "**Plans and Specifications**").

C. In connection with the completion of the Plans and Specifications, Assignor has engaged or intends to enter into one or more agreements (the "**Plan Consultant Contracts**" and, collectively with the Plans and Specifications, the "**Plan Documents**") with various consultants that will perform services or provide documents, materials or other information related to the Plans and Specifications.

D. In order to secure Assignor's obligations under the Development Agreement, Assignor now desires to enter into this Assignment to assign and convey to Assignee its right, title and interest in and to the Plans and Specifications on the Assignment Date and certain Plan Consultant Contracts concurrently therewith or thereafter, and Assignee desires to accept this Assignment on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this Assignment as if fully set forth herein.

2. Assignment Date. This Assignment shall become immediately effective upon the termination of the Development Agreement for any reason other than in connection with Assignor's acquisition of the Property (the "**Assignment Date**").

3. Assignment of Plans and Specifications. As of the Assignment Date, without further action by either party hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers and assigns to Assignee all of Assignor's right, title, and interest in and to the Plans and Specifications, and Assignee hereby assumes all of Assignor's right, title and interest in and to the Plans and Specifications, except that Assignor shall remain liable for all claims, expenses, costs, obligations or other liabilities with respect to the Plans and Specifications arising out of or with respect to events occurring prior to the Assignment Date. On or before the Assignment Date, Assignor shall amend Schedule 1 attached hereto in order to include all professional services and Plan Consultant Contracts entered into on or prior to such date. The Plans and Specifications assigned hereunder shall exclude (a) any attorney-client work product or similar proprietary information of Assignor, (b) any specifications, architectural drawings, renderings, plans, plats, agreements, contracts, or portions thereof, for the design or construction of improvements not located on the Property, and (c) any environmental studies, analysis or reports.

4. Assignment of Plan Consultant Contracts. Assignor shall, upon written notice from Assignee on or within 10 days following the Assignment Date, assign and transfer to Assignee, all of Assignor's right, title, and interest in and to such Plan Consultant Contracts specified by Assignee in its written notice, and Assignee shall assume all of Assignor's rights and obligations under such Plan Consultant Contracts, except for those claims, expenses, costs, obligations or other liabilities arising out of or with respect to events occurring prior to the Assignment Date.

5. Representations, Warranties and Covenants. Assignor represents and warrants to Assignee that Assignor has the right to assign to Assignee each of the Plan Documents, and that Assignor has obtained or will obtain all necessary consents or other documentation required, if any, for the assignment of the Plan Documents. Assignor agrees that Assignor will pay in full all costs and fees accrued in connection with the Plan Documents as of the Assignment Date. Assignor shall not be responsible for the costs associated with the Plan Documents for work performed following the Assignment Date. Except as set forth in this Agreement, Assignor makes no representation or warranty with respect to the Plan Documents of any nature whatsoever.

6. **Consent of Counterparties.** Upon Assignee's request, Assignor shall use commercially reasonable efforts to obtain the consent of the counterparty to each of the Plan Documents to the extent consent is required in order for Assignee to exercise its rights hereunder.

7. **Further Assurances.** At any time and from time to time, upon the written request of Assignee, at Assignee's sole expense, Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Assignee may reasonably deem necessary in obtaining the full benefits of this Agreement and of the rights and powers herein granted.

8. **General Provisions**.

8.1. Successors and Assigns. The Assignment shall be binding on and inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors-in-interest and assigns.

8.2. Severability. If any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.3. Recitals and Schedules Incorporated. The recitals set forth above and the schedule attached hereto are hereby incorporated into this Assignment as if set forth herein.

8.4. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Assignment by signing any such counterpart. This Assignment may be executed and delivered by facsimile or by electronic mail in portable document format (.pdf) or similar means and delivery of the signature page by such method will be deemed to have the same effect as if the original signature had been delivered to the other party.

8.5. Governing Law. This Assignment and any claims related to or arising out of this Assignment shall be governed by and construed in accordance with the laws of the State of New Mexico.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

MIDTOWN ARTS AND DESIGN ALLIANCE LLC,
a New Mexico limited liability company

By:

Name:

Title:

Date:

[Assignee's signature page follows]

CITY:

CITY OF SANTA FE,
a municipal corporation and political subdivision of the State of New Mexico

_____
CITY MANAGER

DATE:_____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

FINANCE DIRECTOR

Exhibit A

to

Assignment of Plans, Specifications and Contracts

LEGAL DESCRIPTION

[to be inserted]

Schedule 1

to

Assignment of Plans, Specifications and Contracts

LIST OF ASSIGNOR'S PLANS

1. [to be provided]

EXHIBIT M

FORM OF REPORT

EXHIBIT N

Restrictive Covenant for Qualifying Project

This Restrictive Covenant Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2025, by and between the City of Santa Fe, a New Mexico municipal corporation ("City"), and the Midtown Arts and Design Alliance, LLC, a New Mexico limited liability company ("MADA").

This Agreement is attached as Exhibit N to the Ground Lease and Development Agreement between the City and MADA and is incorporated therein by reference.

RECITALS

WHEREAS, the City is the owner of certain real property located within the C-2 PUD zoning district, situated in the Midtown Local Innovation Corridor (LINC) Overlay, commonly referred to as the Midtown Site, as defined in the Santa Fe City Code ("SFCC"); and

WHEREAS, MADA has been selected by the City to develop and operate a portion of the Midtown Site in accordance with the City's adopted Midtown Redevelopment Framework and cultural development goals; and

WHEREAS, pursuant to SFCC Table 14-5.5-3, MADA qualifies as a "Qualifying Project" under the City's Land Development Code, specifically as Arts Activities (All); and

WHEREAS, in accordance with SFCC 14-5.5(D)(13)(c), a restrictive covenant shall be recorded with the Ground Lease and Development Agreement, requiring that the development contain no uses that do not meet the requirements for a qualifying project for a period of at least ten (10) years from the completion of the project's construction; and

WHEREAS, MADA's development activities on the Subject Property shall be subject to Administrative Development Plan Review pursuant to SFCC 14-3.8(B)(9), and this requirement shall also be recorded with the County of Santa Fe as part of the Ground Lease and Development Agreement; and

WHEREAS, the City and MADA desire to impose certain use restrictions on the Subject Property to ensure long-term alignment with the City's public purpose and land use policies.

AGREEMENT

1. Applicability and Binding Effect

This Restrictive Covenant shall apply to the portion of the Midtown Site leased to MADA under the Ground Lease ("Subject Property") and shall run with the land for the duration of the lease term and any extensions thereof. This covenant shall be recorded with the County of Santa Fe in conjunction with the Ground Lease and Development Agreement.

2. Permitted Uses

The Subject Property shall be used exclusively for purposes consistent with the definition of a Qualifying Project under SFCC Table 14-5.5-3, specifically Arts Activities (All), including but not limited to:

- Arts and cultural programming
- Creative industry development
- Public exhibitions and performances
- Educational and workforce training in design, media, and technology
- Community engagement and nonprofit collaboration

No use shall be permitted that would disqualify the project under SFCC Table 14-5.5-3 without prior written approval by the City.

3. Prohibited Uses and Duration of Restriction
The following uses are expressly prohibited on the Subject Property:

- Heavy industrial or manufacturing
- Residential development not expressly permitted under the Ground Lease
- Commercial retail unrelated to arts activities, not including a cafe (identified in the Ground Lease and Development Agreement).
- Any use inconsistent with the Midtown Redevelopment Framework, the C-2 PUD zoning designation, or the LINC Overlay standards

In accordance with SFCC 14-5.5(D)(13)(c), the development shall contain no uses that do not meet the requirements for a qualifying project for a period of at least ten (10) years from the completion of the project's construction.

4. Development Review Compliance
MADA acknowledges and agrees that all development activities on the Subject Property shall be subject to Administrative Development Plan Review as set forth in SFCC 14-3.8(B)(9). MADA shall submit all required plans, drawings, and documentation to the City for review and approval prior to the commencement of any construction or site improvements. This requirement shall be recorded with the County of Santa Fe as part of the Ground Lease and Development Agreement.

5. Duration and Enforcement
This Restrictive Covenant shall remain in effect for the full term of the Ground Lease and any extensions or renewals. The City shall have the right to enforce this covenant through legal or equitable remedies, including injunctive relief. MADA shall not assign or sublease the Subject Property without ensuring that the assignee or sublessee is bound by this covenant.

6. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico and the ordinances of the City of Santa Fe.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTA FE:

_____
BRIAN MOYA, INTERIM CITY MANAGER

MADA:

_____
JAMIE BLOSSER, DIRECTOR/CEO

DATE: _____

NMBTIN: _____

ATTEST:

_____
CITY CLERK

Approved to form and legal sufficiency by:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

EXHIBIT N

RESTRICTIVE COVENANT FOR QUALIFYING PROJECT WITHIN THE MIDTOWN LOCAL INNOVATION CORRIDOR

EXHIBIT N

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WHEREAS, pursuant to SFCC Table 14-5.5-3, MADA qualifies as a "Qualifying Project" under the City's Land Development Code, specifically as Arts Activities (All); and

WHEREAS, in accordance with SFCC 14-5.5(D)(13)(c), a restrictive covenant shall be recorded with the Ground Lease and Development Agreement, requiring that the development contain no uses that do not meet the requirements for a qualifying project for a period of at least ten (10) years from the completion of the project's construction; and

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CITY OF SANTA FE:

_____
BRIAN MOYA, INTERIM CITY MANAGER

MADA:

_____
JAMIE BLOSSER, DIRECTOR/CEO

DATE: _____

NMBTIN: _____

ATTEST:

_____
CITY CLERK

Approved to form and legal sufficiency by:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

MARKET RENT SURVEY AND APPRAISAL REPORT

OF:

Former Santa Fe University of Art & Design
Buildings: Visual Arts Center and Brunn's Barracks Building
Located at:
1600 St. Michael's Dr.
Santa Fe, NM 87505
Purchase Order# 22604668

Market Rent and Market Value - As Is
Effective March 16, 2026

For:

Terry Lease
City of Santa Fe, Office of Economic Development
737 Agua Fria
Santa Fe, NM 87501

By:

Dominion Property Advisors
1401 Central Ave. NW, Suite B
Albuquerque, New Mexico 87104

Dominion Property Advisors

April 22, 2026

Terry Lease
City of Santa Fe, Office of Economic Development
737 Agua Fria
Santa Fe, NM 87501

Re: Appraisal of Former Santa Fe University of Art & Design Buildings: Visual Arts Building and Brunn's Barracks Building located at:
1600 St. Michael's Dr.
Santa Fe, NM 87505
Purchase Order# 22604668
(Dominion Job No.:26-049-211)

Dear Mr. Lease:

At your request, we have prepared an appraisal report to determine market rent and market value "as is" of the fee simple interest in the subject property. The report communicates the results of the survey.

This appraisal report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice (USPAP) and the guidelines of the Appraisal Institute. The extent of research and scope of the project have been clearly outlined in the Scope of Work section of this report. The report is a brief recapitulation of the appraiser's data, analysis, and conclusions consistent with the reporting guidelines of Standards Rule 2-2 (a) and is intended to meet the appraisal requirements of the Financial Institution Recovery Reform and Enforcement Act of 1989 (12 U.S.C. 331-3351). Supporting documentation is retained in the appraisers' file.

The appraisal is also intended to be in compliance with the Code of Professional Ethics of the Appraisal Institute. A copy of your letter of authorization and list of appraisal instructions has been included in the addenda. The appraisers are unbiased with respect to the parties involved and have no present or contemplated future interest in the property appraised. Accordingly, statements of fact are, to the best of our knowledge, correct, and compensation for making this appraisal is not contingent on the value conclusions reported herein. Furthermore, this appraisal was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

Based on the research and analysis presented herein, the following are our opinions of market value "as is" for the subject property's buildings:

FINAL OPINIONS OF MARKET VALUE "AS IS"

Buildings	Scenario	Effective Date of Value	Market Value
Visual Arts	Fee Simple Market Value "As Is"	March 16, 2026	**$6,270,000**
Brunn's Barracks Building	Fee Simple Market Value "As Is"	March 16, 2026	**$755,000**

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Brunn's Barracks Building) assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT BRUNN'S BARRACKS BUILDING EFFECTIVE MARCH 16, 2026

$1.20 per Square Foot of Site Area or $76,835 per Year (Absolute Net)

Our opinion of average market rent over the entire term of a 20-year Absolute Net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$1.20	-	$76,835
Year 2	$1.24	3%	$79,140
Year 3	$1.27	3%	$81,514
Year 4	$1.31	3%	$83,959
Year 5	$1.35	3%	$86,478
Year 6	$1.39	3%	$89,073
Year 7	$1.43	3%	$91,745
Year 8	$1.48	3%	$94,497
Year 9	$1.52	3%	$97,332
Year 10	$1.57	3%	$100,252
Year 11	$1.61	3%	$103,260
Year 12	$1.66	3%	$106,357
Year 13	$1.71	3%	$109,548
Year 14	$1.76	3%	$112,834
Year 15	$1.82	3%	$116,220
Year 16	$1.87	3%	$119,706
Year 17	$1.93	3%	$123,297
Year 18	$1.98	3%	$126,996
Year 19	$2.04	3%	$130,806
Year 20	$2.10	3%	$134,730
Average	**$1.61**		**$103,229**

AVERAGE MARKET RENT OVER 20-YEAR TERM AS OF MARCH 16, 2026
$1.61 per Square Foot site area or $103,229 per Year (Absolute Net)*

*Based on the landlord being responsible for no expenses

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Visual Arts Building) assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT VISUAL ARTS EFFECTIVE MARCH 16, 2026

$14.75 per Square Foot or $515,335 per Year (NNN)

Our opinion of average market rent over the entire term of a 5-year triple net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$14.75	-	$515,483
Year 2	$15.19	3%	$530,947
Year 3	$15.65	3%	$546,876
Year 4	$16.12	3%	$563,282
Year 5	$16.60	3%	$580,181
Year 6	$17.10	3%	$597,586
Average	**$15.90**		**$555,726**

AVERAGE MARKET RENT OVER FIVE-YEAR TERM AS OF MARCH 16, 2026
$15.90 per Square Foot or $555,726 per Year (NNN)*

*Based on the Landlord being responsible for management and reserves for replacement

Respectfully submitted,

DOMINION PROPERTY ADVISORS

ANTHONY KUNA, MAI
GENERAL CERTIFIED APPRAISER, NM #3041-G

KATHLEEN BURMEISTER, MAI
GENERAL CERTIFIED APPRAISER, NM #03025-G

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Executive Summary

Type:	Former Santa Fe University of Art & Design Buildings: Visual Arts Center and Brunn's Barracks Building
Location:	1600 St. Michael's Dr. Santa Fe, NM 87505
Client:	Terry Lease City of Santa Fe, Office of Economic Development 737 Agua Fria Santa Fe, NM 87501
Site Area:	Visual Arts Center: 1.9124 acres or +/- 83,304 SF Brunn's Barracks Building: 1.4699 acres or +/- 64,029 SF
Property Location:	The subject buildings are located within the former Santa Fe University of Art & Design campus located south of St. Michael's Dr. and east of Cerrillos Rd. Access to the campus is provided by Midtown Ave., Midtown Avenida and Midtown Calle, all private access roads off of St. Michael's Dr.

Gross Building Areas and Improvements:

Buildings	Building Type	Size	Quality	Condition	Year Built	Effective Age
Visual Arts Building	Office/Classrooms/Studios	34,948	Good	Average	1998	20 years
Brunn's Barracks	Classrooms/Studios	17,500	Poor	Poor	1945	50 years

Gross building area based on data provided by the client (subject to CAD)

Zoning:	C-2 PUD
Flood Zone:	Zone X
Property Rights Appraised:	Fee simple

Based on the research and analysis presented herein, the following are our opinions of market value "as is" for the subject property's buildings:

FINAL OPINIONS OF MARKET VALUE "AS IS"

Buildings	Scenario	Effective Date of Value	Market Value
Visual Arts	Fee Simple Market Value "As Is"	March 16, 2026	**$6,270,000**
Brunn's Barracks Building	Fee Simple Market Value "As Is"	March 16, 2026	**$755,000**

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Brunn's Barracks Building) assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT BRUNN'S BARRACKS BUILDING AS OF MARCH 16, 2026

$1.20 per Square Foot of Site Area or $76,835 per Year (Absolute Net)

Our opinion of average market rent over the entire term of a 20-year Absolute Net ground lease agreement beginning March 16, 2026 is as follows:

AVERAGE MARKET RENT OVER 20-YEAR TERM AS OF MARCH 16, 2026
$1.61 per Square Foot site area or $103,229 per Year (Absolute Net)*

*Based on the landlord being responsible for no expenses

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Visual Arts Building) assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT VISUAL ARTS CENTER EFFECTIVE MARCH 16, 2026

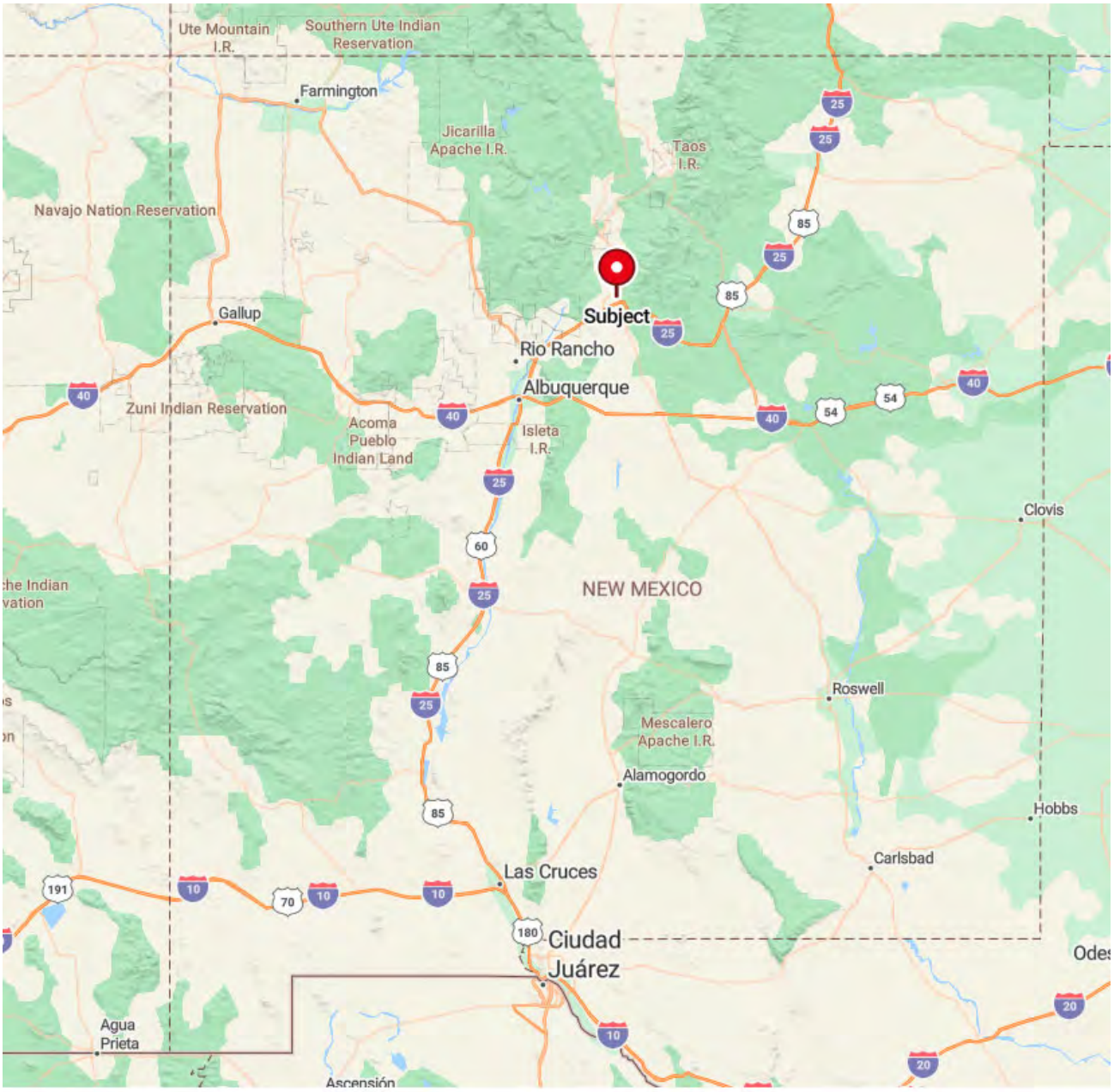
$14.75 per Square Foot or $515,335 per Year (NNN)

Our opinion of average market rent over the entire term of a 5-year triple net lease agreement beginning March 16, 2026 is as follows:

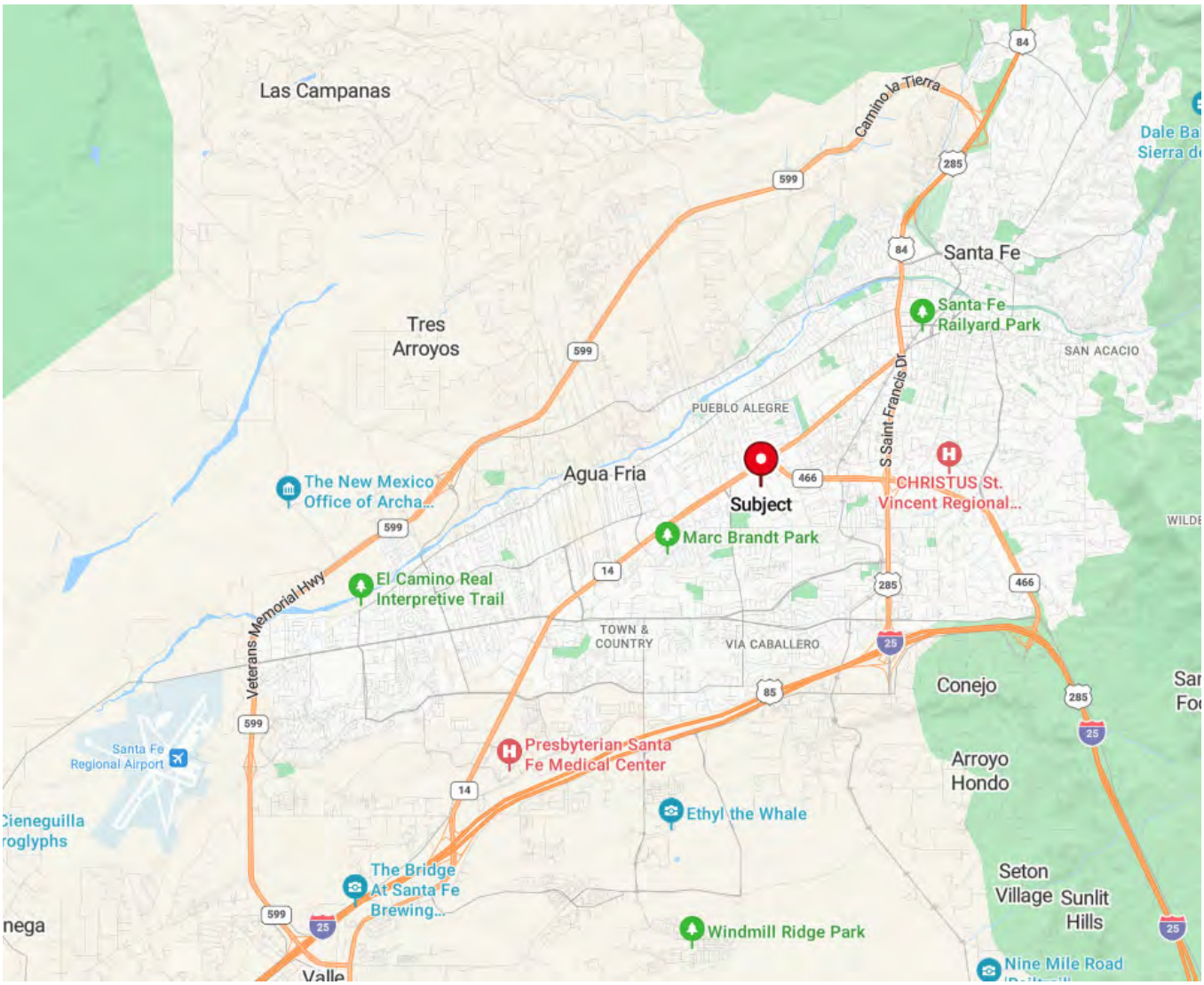
AVERAGE MARKET RENT OVER FIVE-YEAR TERM EFFECTIVE MARCH 16, 2026
$15.90 per Square Foot or $555,726 per Year (NNN)*

*Based on the Landlord being responsible for management and reserves for replacement

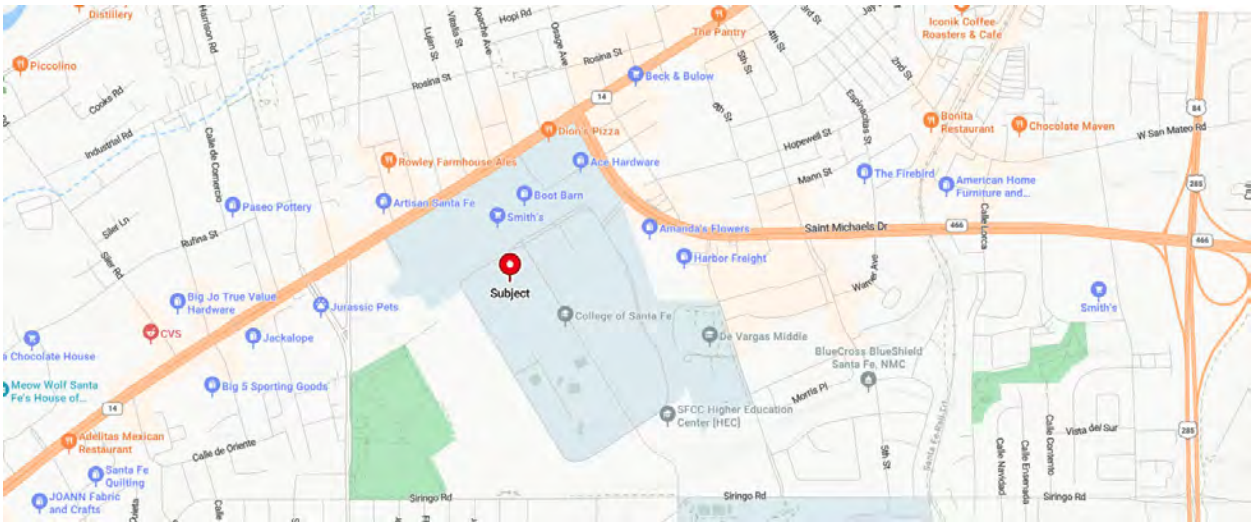
REGIONAL MAP



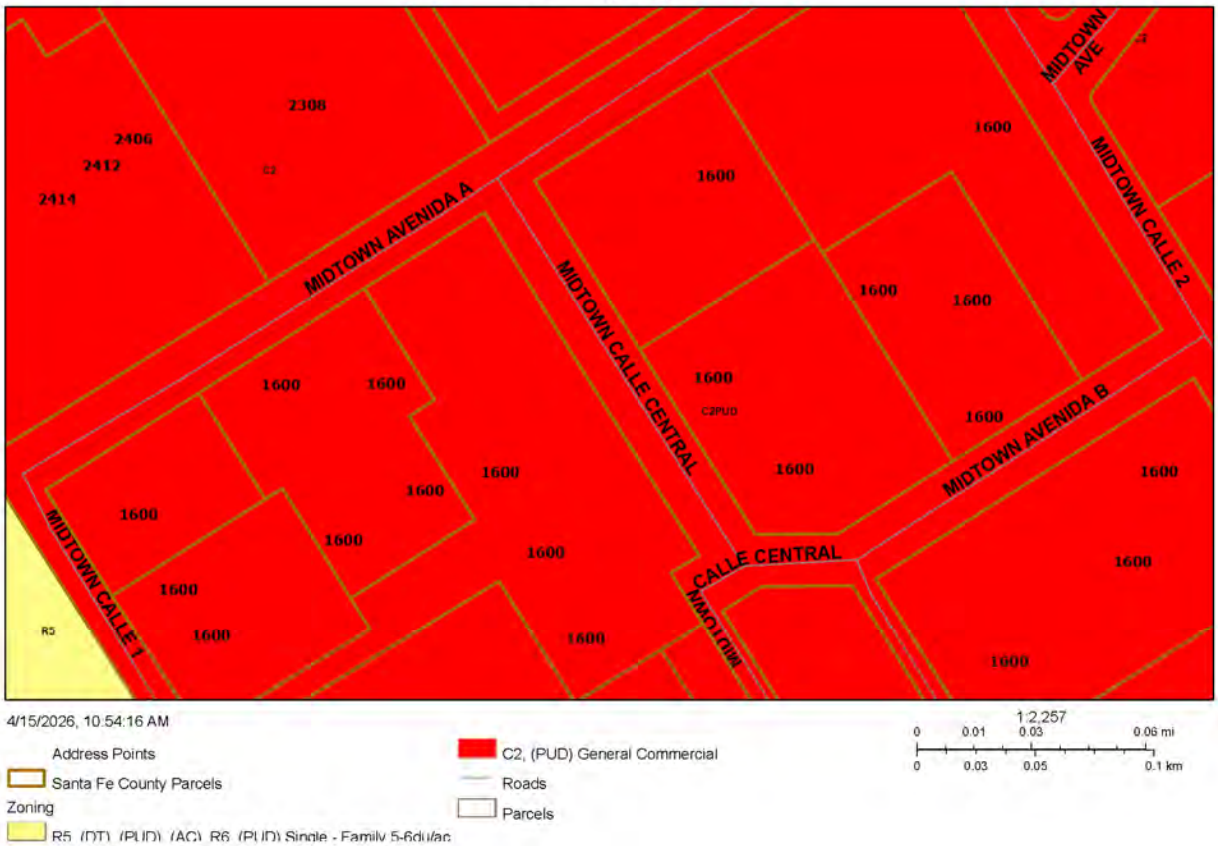
CITY MAP


Las Campanas
Camino la Tierra
Dale Ba
Sierra d
Santa Fe
Santa Fe Railyard Park
SAN ACACIO
Tres Arroyos
PUEBLO ALEGRE
S Saint Francis Dr
Agua Fria
Subject
CHRISTUS St. Vincent Regional...
The New Mexico Office of Archa...
Marc Brandt Park
El Camino Real Interpretive Trail
Veterans Memorial Hwy
TOWN & COUNTRY
VIA CABALLERO
Conejo
Arroyo Hondo
Santa Fe Regional Airport
Presbyterian Santa Fe Medical Center
Ethyl the Whale
The Bridge At Santa Fe Brewing...
Windmill Ridge Park
Seton Village
Sunlit Hills
Nine Mile Road
599
84
285
466
14
85
25

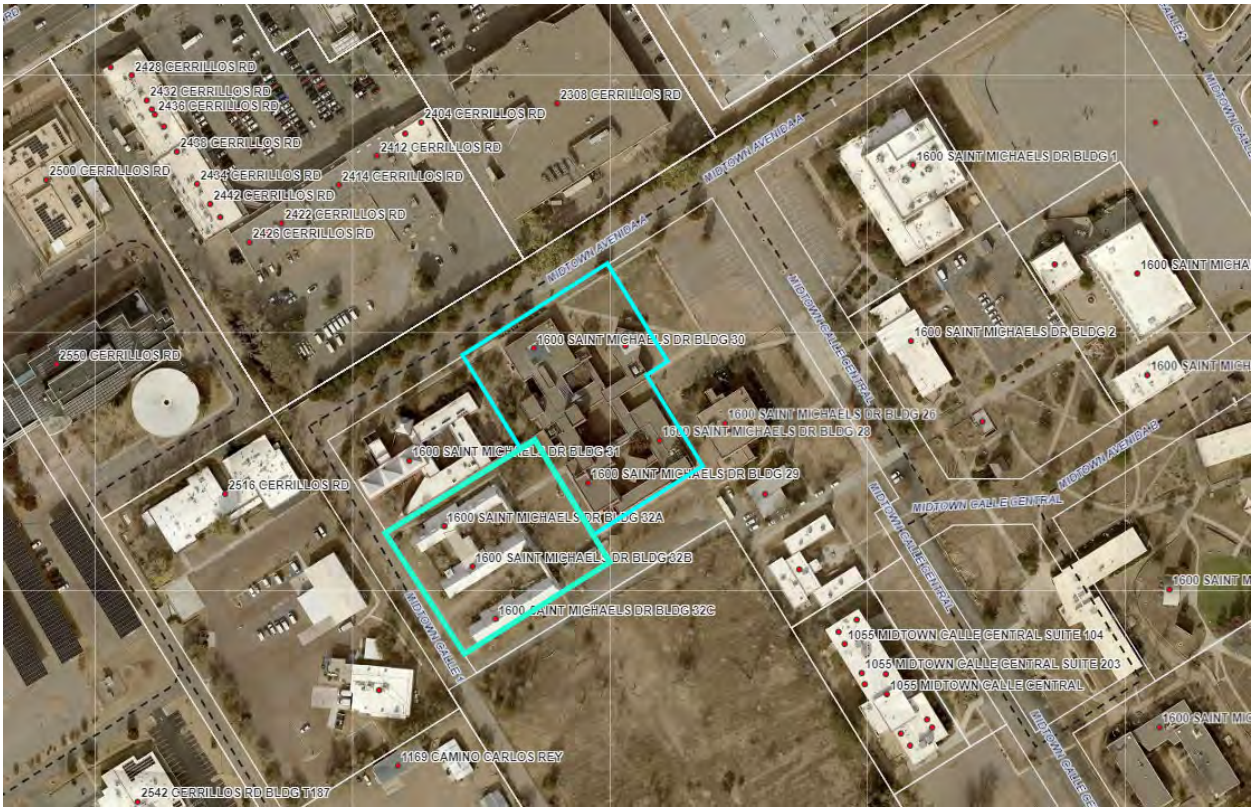
NEIGHBORHOOD MAP



Zoning Map


MIDTOWN AVENIDA A
MIDTOWN CALLE CENTRAL
MIDTOWN AVE
MIDTOWN CALLE 2
MIDTOWN AVENIDA B
CALLE CENTRAL
MIDTOWN CALLE 1
2308
2406
2412
2414
C2
1600
C2PUD
R5
4/15/2026, 10:54:16 AM
Address Points
Santa Fe County Parcels
Zoning
R5, (DT), (PUD), (AC), R6, (PUD) Single - Family 5-6du/ac
C2, (PUD) General Commercial
Roads
Parcels
1:2,257
0 0.01 0.03 0.06 mi
0 0.03 0.05 0.1 km

AERIAL PHOTOGRAPH

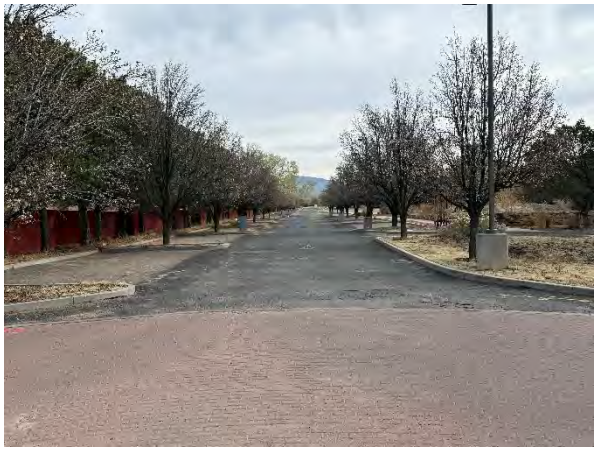


Property lines depicted are an estimate and for reference only

SUBJECT PHOTOS

Visual Arts Building

View looking southeast

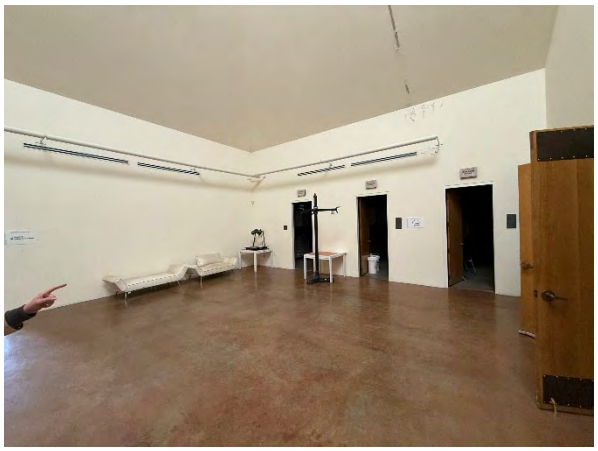


Street view along Midtown Ave.

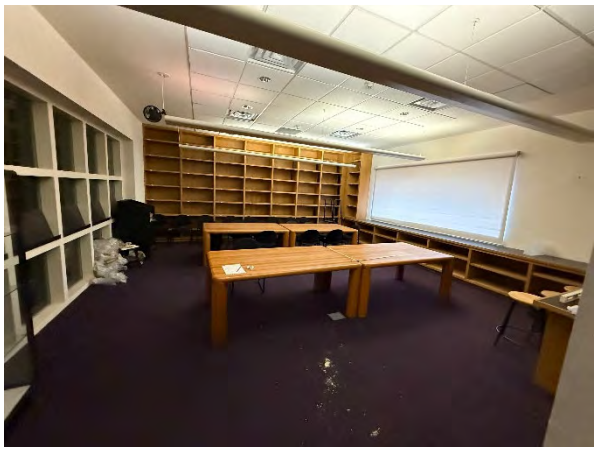
Visual Arts Building looking east

Front view of the subject

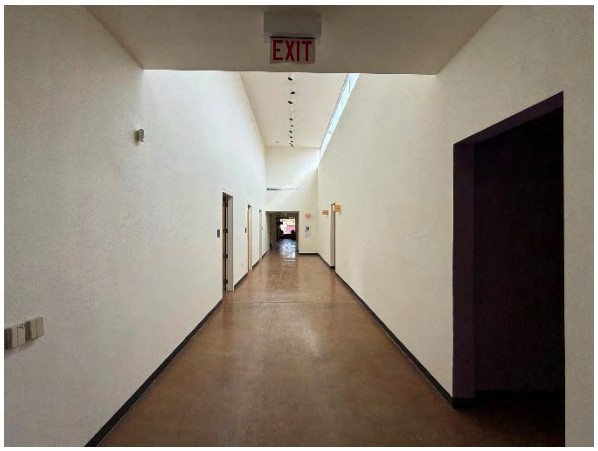
Classroom



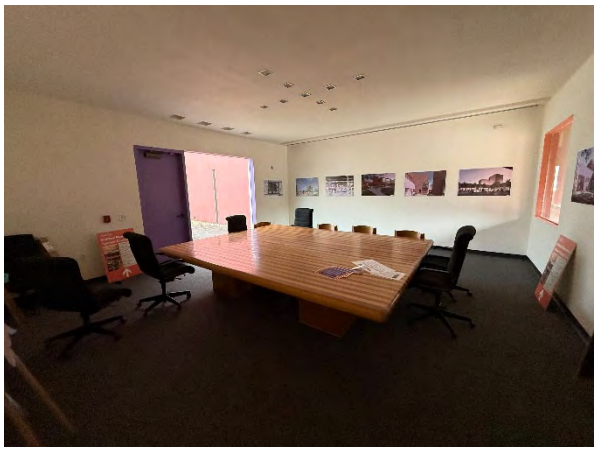
Classroom



Classroom

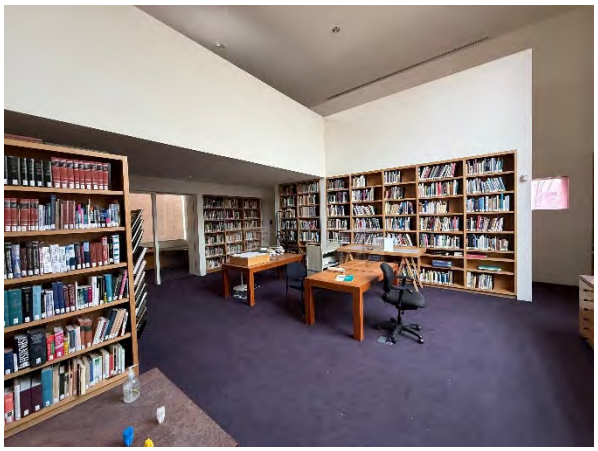


Hallway

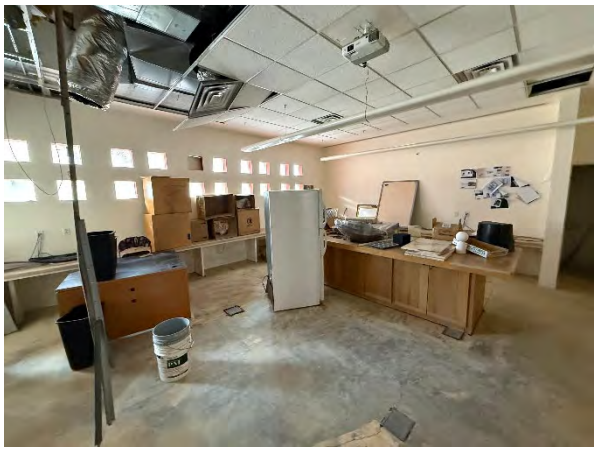


Conference Room

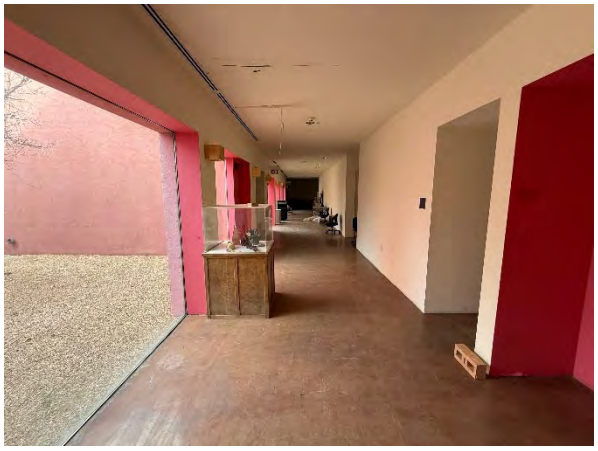
Theater



Library



Classroom



Hallway

Office

Hallway

Brunn’s Barracks Building

Brunn’s Barracks Building

Brunn’s Barracks Building

Brunn’s Barracks Building

Brunn’s Barracks Building

Brunn’s Barracks Building

Brunn’s Barracks Building

INTRODUCTION

Overview of the Appraised Property

The subject property consists of two buildings within the former Santa Fe University of Art & Design campus just south of St. Michael's Dr. and east of Cerrillos Rd. Access to the campus is provided Midtown Ave., Midtown Avenida, and Midtown Calle, all private access roads off of St. Michael's Dr. The street address is 1600 St. Michael's Dr., Santa Fe, NM 87505. This appraisal will provide opinions of market rent and market value "as is" of the fee simple interest in the subject properties (effective March 16, 2026).

Legal Description

According to Santa Fe County Assessor records, the subject is legally defined as follows:

> *Virtual Arts Center - Tract K-1a, Midtown Site, Section 34, T17N, R9E, City of Santa Fe, Santa Fe County, New Mexico.*
>
> *Brunn's Barracks Building - Tract P-1b, Midtown Site, Section 34, T17N, R9E, City of Santa Fe, Santa Fe County, New Mexico.*

Ownership and History of the Subject Property

Current ownership of the subject Visual Arts Centers and Brunn's Barracks Building has been vested in the City of Santa Fe for more than three years. Ownership is planning on leasing both buildings to a developer who is planning on renovating and converting the space into artist studios. The Art Studio Building has reached the end of its economic life and contributes no value over and above the value of Tract P-1b "as if vacant." To the best of our knowledge there has been no other real estate activity pertaining to the subject in the last three years.

Scope of the Assignment

The assignment is to provide opinions of market rent and market value "as is" and to deliver an appraisal report of our findings and conclusions. The appraisers have:

1) made a physical interior and exterior appraisal inspection of the subject property as well as a visual inspection of the surrounding neighborhood;
2) relied on the rent roll, physical measurements, and site plan provided to determine building area for the subject property.
3) made a physical appraisal inspection to determine the type and quality of construction and any possible functional obsolescence associated with the subject improvements;
4) relied on the recorded survey in order to identify documented or apparent easements, restrictions or encroachments;
5) concluded a highest and best use;
6) Analyzed a three-year history prior to the effective date of this appraisal of the subject property;
7) researched and collected relevant vacant land sales data, derived appropriate adjustments, and reconciled sales data and subsequent analysis into a credible indication of market value via the sales comparison approach;
8) We collected available data concerning recent signed leases on improved properties which compete with the subject properties. Confirmation of the data was obtained through personal interviews or by telephone conversations with owners, tenants, or real

estate brokers. Knowledgeable real estate professionals were surveyed to determine supply and demand relationships, appropriate comparable rentals, typical listing times, and current market conditions. After the pertinent market and rental information was confirmed, the data was thoroughly analyzed in order to establish market rent for the subject property.

9) The Cost Approach is not applicable, as the subject improvements are older, making any estimate of accumulated physical depreciation overly subjective.

10) An Income Approach was completed in order to establish market rent and market value for the subject property.

11) A Sales Comparison Approach was completed to determine market value "as is" for the subject property.

The appraisal is intended to conform to the guidelines of the Appraisal Institute. The report is a recapitulation of the appraisers' data, analysis, and conclusions consistent with the reporting guidelines of Standards Rule 2-2 (a). Supporting documentation is retained in the appraiser's file.

Intended Use of the Appraisal

The intended use of this assignment is to aid the client in portfolio management decisions. The intended user of this report is the City of Santa Fe. This appraisal may not be used by any individual or entity other than the client, subsidiaries and/or affiliates.

Market Rent

Market rent is defined as:

> *"The most probable rent that a property should bring in a competitive and open market under all conditions requisite to a fair lease transaction, the lessee and lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus."*[1]

Property Rights Defined

The market value and market rent for the subject property is based on the fee simple interest in the property as of March 16, 2026, unencumbered by any leases.

Fee simple estate is defined as:

> "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."[2]

Marketing Time

A reasonable *exposure time* is the amount of time, leading up to the date of the market value, necessary to expose a property to the open market in order to achieve a sale. Marketing periods for similar sales of this type property typically range from a few to 12 months. In our opinion, less than 12 months is a reasonable *exposure time* for the subject under current market conditions.

The projected *marketing time* is the length of time it would probably take to sell the subject if placed on the market as of the appraisal date. If placed on the market and appropriately priced, we believe there is a high likelihood the subject would sell within less than 12 months. During the

[1]Appraisal Institute, The Dictionary of Real Estate Appraisal, Seventh Edition, 2022 Page 116
[2] Ibid, p. 73

foreseeable future, we project that the *marketing time* for the subject should be equal to or lower than the estimated exposure time, i.e., less than 12 months.

Effective Dates of Appraisal

Our most recent inspection of the subject property was March 16, 2026; therefore , the effective date of market value and market rent "as is" is March 16, 2026. The date of this report is April 22, 2026.

LIMITING CONDITIONS AND ASSUMPTIONS

The appraisal described and contained herein is expressly limited and conditioned upon the terms, assumptions and other matters contained in this section entitled "Limiting Conditions and Assumptions." Said limiting conditions and assumptions are hereby incorporated into the appraisal in their entirety by this reference.

Appraisal Report

This document is an appraisal report and is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (a) of the Uniform Standards of Professional Appraisal Practice (USPAP) for an appraisal report. The scope of this report has been detailed in the Scope of Work section which clearly outlines approaches used to estimate value.

A. Scope of the Appraisal

Dominion Property Advisors ("Appraiser"), acting herein by and through its authorized appraisers, have been retained by the Client to provide opinions of fee simple market value “as is” and market rent for the subject property, which opinions are fully set forth in the Appraisal. In compiling the Appraisal, the Appraisers have relied upon information provided to them by the Client. The assumptions which have been made concerning the Appraisal include the foregoing and other specific assumptions more particularly set forth in the Appraisal. The Appraisers have not independently verified all of the information furnished to them or assumptions made with respect to the Appraisal unless otherwise indicated by the Appraisers and therefore are not responsible for their content or their effect on the Market Value of the Property.

B. Intended Use of the Appraisal

The Appraisers have been engaged by the Client to provide opinions of fee simple market value and market rent “as is” as an aid in portfolio management. Any other use of the Appraisal without the prior written consent of the Appraisers is strictly forbidden. Any unauthorized use of the Appraisal will render the Appraisal null and void and of no force or effect.

C. Severability

No portion of the Appraisal may be reproduced in whole or in part without the prior written consent of the Appraisers.

D. Copies, Publication, Distribution, Use and Ownership of Report

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for other than its intended use; the physical report(s) remain the property of Dominion Property Advisors for the use of the client, the fee being for the analytical services only.
The Bylaws and Regulations of the Appraisal Institute require each Member and Candidate to control the use and distribution of each appraisal report signed by such Member or Candidate; this appraisal report shall not be given to third parties without the prior written consent of the signatories of this appraisal report. Neither all nor any part of this appraisal report shall be disseminated to the general public by use of advertising media, public relations, news, sales or other media for public communication without the prior written consent of Dominion Property Advisors.

E. Other Services

The Appraisers have not been engaged to fulfill any services other than those set forth in the discussions with the lender, the terms and conditions of which are hereby incorporated herein by this reference. The Appraisers are not obligated to provide any other services, including but not limited to, testimony in court or before any other body charged with interpretation of enforcement of the Appraisal. The Appraisers shall not provide any

post-appraisal consultations with the Client or other parties without the payment of additional fees of the Appraiser's normal hourly rates for such services then in effect.
If Appraisers shall be required to provide any testimony pursuant to any subpoena, Client shall pay any costs and expenses associated with such testimony, which shall include, but not be limited to, reasonable attorneys' fees and compensation of the Appraisers at their normal hourly fee.

F. Real Estate Values

Due to the nature of real estate valuation and the complexities of external and internal factors which dictate the Market Value and Prospective Market Value of any real estate, and the rapid changes and fluctuations with respect to the valuation of real estate, the opinion of the Appraisers set forth in the Appraisal concerning the Market Value of the Property is reliable as of the Effective Date and should not be considered as reliable at any time thereafter.

G. No Guarantee or Warranty

The Appraisers make no guarantee or warranty, whether implied or expressed, concerning the Market Value and Prospective Market Value set forth in the Appraisal. The Appraisal merely set forth the Appraisers' opinions of such Market Values based upon information submitted by the Client and assumptions made by the Appraisers with respect to the Property.

H. Americans with Disabilities Act "ADA"

The appraisers have not made or been furnished with a specific compliance study to determine if the subject property (existing and or proposed) is in compliance with the specialized requirements of the ADA. It is possible that the subject property is not in compliance with the ADA requirements which became effective in January of 1992. This could negatively impact the market value of the subject property and any such finding might require revision of this appraisal and its market value estimate. Unless evidence is furnished to the contrary, the appraiser assumes compliance. It is recommended that the Client obtain an expert opinion in regard to the specific requirements of the ADA.

I. Legal, Engineering, Financial, Structural or Mechanical Components; Nature, Hidden or Unapparent Conditions, and Soil

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion is rendered as to the title of the subject property, which is presumed to be good and merchantable. The Property is appraised as if free and clear, unless otherwise stated in particular parts of the report. The legal description is assumed to be correct as used in this report as furnished by the client, his designee, or as derived by the Appraisers.
Please note that no advice is given regarding mechanical equipment or structural integrity or adequacy, nor soils and potential for settlement, drainage and such (seek assistance from qualified architect and/or engineer), nor matters concerning liens, title status, legal marketability and such (seek legal assistance). The lender and owner should inspect the Property before any disbursement of funds; further it is likely that the lender or owner may wish to require mechanical or structural inspections by a qualified and licensed contractor, civil or structural engineer, architect, or other expert.
The Appraisers have inspected as far as possible, by observation, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden or unapparent structural, or other components. We have not critically inspected mechanical components within the improvements and no representations are made herein as to these matters unless specifically stated and considered in the report. The value estimate considers there being no such conditions that would cause a loss of value. The land or the soil of the area being appraised appears firm, however subsidence in the area is unknown. The Appraisers do not warrant against this condition or the occurrence of problems arising from soil conditions.
The Appraisal is based on there being no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic materials which would render it more or less valuable. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and status standard for properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment is considered to be

commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made as to adequacy of insulation, type of insulation or energy efficiency of the improvements or equipment. If the Appraisers have not been supplied with a survey, no responsibility or representation is assumed or made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained. No representation or warranties are made concerning obtaining the above mentioned items.
The Appraisers assume no responsibility for any costs or consequences arising due to the need, or the lack of need for flood hazard insurance. An agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

J. Legality of Use

The Appraisal is based on the premise that there is full compliance with all applicable federal, state and local environmental regulations and laws unless otherwise stated in the report; further that all applicable zoning, building and use regulations and restrictions for all types have been complied with unless otherwise stated in the report; further, it is assumed that all required licenses, consents, permits or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value estimate.

K. Subsurface Rights

Subsurface Rights (minerals and oil) were not considered in this Appraisal unless otherwise specifically stated.

L. Insulation and Toxic Materials

Unless otherwise stated in this report, the Appraisers signing this report have no knowledge concerning the presence or absence of any toxic materials and/or urea-formaldehyde foam insulation in existing improvements; if such is present, the value of the property may be adversely affected and re-appraisal at additional cost may be necessary to estimate the effects of such.

M. Terms of Sale and Full Disclosure

The State of New Mexico does not have full disclosure laws regarding real estate transactions. Therefore, the Appraisers had to confirm all sales and rental comparables with brokers, property managers, mortgage brokers, grantors, grantees and other parties familiar with the transaction. The Appraisers' results are limited by the accuracy of the information supplied by the aforementioned individuals. Whenever possible, the information was verified by county records.

N. Environmental Hazard Notice

Comprehensive federal and state laws and regulations have been enacted in the last few years in an effort to develop controls over the use storage, handling, clean-up, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as the so-called "Superfund Act," provide for broad liability schemes wherein an owner, tenant or other use of the property may be liable for clean-up costs and damages regardless of fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment, or closing of underground storage tanks.
It is not practical or possible to list all such laws and regulations in this Notice. Therefore, owners, buyers, tenants, and lenders involved with the property which is the subject of this report, and any other use and/or uses of this report are urged to consult legal counsel to determine their respective rights and liabilities with respect to the proposed transactions involving the subject of this appraisal. If hazardous wastes or substances have been, or are going to be used, or if underground storage tanks are present, it is essential that legal and technical advice be obtained in determining, among other things, what permits and approvals have been or may be required, if any, estimated costs and expenses associated with the use, storage, handling, clean-up, removal or disposal of the hazardous wastes or substances, and what contractual provisions and protections are necessary or desirable. It may also be important to obtain expert assistance for site investigations and building inspections. The past uses of the property may provide valuable information as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the property.
We have not made investigations or obtained reports regarding the subject matter of this Notice, except as may be specifically described within the body of this appraisal. We make no representations regarding the existence or non-existence of hazardous wastes or substances, or underground storage tanks on the property.

The user and/or users of this report should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to provide advice concerning the property.
The term "hazardous wastes or substances" is used in this Notice in its very broadest sense and includes, but is not limited to, petroleum based products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCB's and any storage tanks that may be present on all types of real property. This Notice is, therefore, meant to apply to any type of real property, whether improved or unimproved.

DESCRIPTION AND ANALYSIS

SANTA FE MSA PROFILE

This section of the report summarizes the city's economic base, its history; it's demographic and land use trends, and the current development climate for real estate.

General

Santa Fe, the capital of New Mexico, is located in the north-central portion of the state at the foothills of the Sangre de Cristo Mountains. Its elevation is approximately 7,000 feet above sea level. Founded in the early 1600s, Santa Fe is rich in historical and cultural attractions that have made it a popular tourist destination.

The city is recognized as being the architectural, cultural and historic center of New Mexico. In fact, Santa Fe has a rich history dating back prior to the pilgrims landing at Plymouth Rock when Santa Fe was an Indian village and Spanish settlement. Overall, Santa Fe's historic significance has been well preserved through the establishment of a historical district with rigorous architectural restrictions and guidelines.

From 1050 to 1607 Santa Fe was occupied by Pueblo Indians – mostly the Tewa's. It was in 1540 that "New Mexico" was first claimed for Spain by Don Francisco Vasques de Coronado. Don Juan de Onate was the first Governor of New Mexico and established the capital in 1598 at San Juan Pueblo, 25 miles north of Santa Fe. Don Pedro de Peralta was appointed Governor-General in 1609 and one year later he moved the capital to present day Santa Fe. During the following 80 years Spanish soldiers and Franciscan missionaries, tried to conquer and convert the Pueblo Indians of the region but the Indians revolted against them and killed approximately 400 conquistadors and missionaries. The triumphant Pueblo Indians attacked Santa Fe and burned most of the buildings, except the Palace of the Governors. Pueblo Indians occupied Santa Fe until 1692, when Don Diego de Vargas re-conquered the region. From 1692 to 1821 the city of Santa Fe grew and prospered. Between 1821 and 1846 Mexico gained its independence from Spain, and Santa Fe became the capital of the province of New Mexico. American trappers and traders moved into the region. Americans found Santa Fe and New Mexico not as uncivilized as they had imagined. In 1835, Mexico signed the Treaty of Guadalupe Hidalgo, giving New Mexico and California to the United States.

With the coming of the Atchison, Topeka and the Santa Fe Railroad and the invention of the telegraph in 1880, Santa Fe and New Mexico underwent an economic revolution. Corruption in government, however, accompanied the growth, and President Rutherford B. Hayes appointed Lee Wallace as a territorial governor to "clean up New Mexico." Wallace did such a good job that Billy the Kid threatened to come up to Santa Fe and kill him. The state museum's emphasis on local history and native culture did much to reinforce Santa Fe's image as an "exotic" city. Although Santa Fe has had a history of conquest and frontier violence, the town has also been the region's seat of culture and civilization.

Today, Santa Fe is recognized as one of the most intriguing cities in the nation, due largely to the city's preservation of historic buildings and a modern zoning code, passed in 1958 that mandates the city's distinctive Spanish-Pueblo style of architecture. This architecture is based on the adobe (mud and straw) and wood construction of the past. Also preserved are the traditions of the city's rich cultural heritage which helps make Santa Fe one of the country's most diverse and interesting places to visit.

It is the third-largest art market in the United States with approximately 200 galleries and attracts art collectors worldwide. It is one of three Metropolitan Statistical Areas (MSAs) in the state. Santa Fe is located 60 miles north of Albuquerque, the largest city in New Mexico, and is 380 miles South of Denver, Colorado. Interstate 25 connects Santa Fe with both cities. Although Santa Fe has a local commuter airport, the nearest commercial airport is in Albuquerque.

Over the past several years, the momentum of Santa Fe's popularity as a retirement and business destination for wealthy Americans has increased. Along with the trend, tourism continues to encompass a major portion of the city and region's economy. In fact, Santa Fe is the leading tourist destination in New Mexico which draws visitors from all over the world. In excess of 1,000,000 typically affluent people visit Santa Fe annually and contribute over $170,000,000 to the local economy. Santa Fe is home to over 200 art galleries, various museums, and an internationally acclaimed opera house.

Projected Population

Population forecasts contained in the Bureau of Business and Economic Research (BBER) and the related average annual compound rate of growth for each year for Santa Fe County are shown in the following table. The population growth for the county shows a steady increase over 2 years at an average 1% change.

Historical and Projected Population Data: 1980 – 2025

Year	Santa Fe (city) Population Total	Annual Growth Rate**	Santa Fe county Population Total	Annual Growth Rate**	New Mexico Population Total	Annual Growth Rate*
Historical						
1980	49,160	-	75,519	-	1,303,303	-
1990	57,758	1.62%	99,243	2.77%	1,515,069	1.52%
2000	63,286	0.92%	129,713	2.71%	1,821,204	1.86%
2005	69,468	0.94%	137,610	0.59%	1,932,274	0.59%
2009	74,190	0.66%	143,205	0.40%	2,036,802	0.53%
2010	68,130	-0.85%	144,170	0.07%	2,059,179	0.11%
2011	68,669	0.08%	145,395	0.08%	2,078,674	0.09%
2012	69,204	0.08%	146,326	0.06%	2,085,538	0.03%
2013	69,976	0.11%	147,154	0.06%	2,086,895	0.01%
2014 *	82,800	1.70%	147,977	0.06%	2,085,572	-0.01%
2015	83,286	0.06%	148,686	0.05%	2,085,192	0.00%
2016	83,875	0.07%	148,651	0.00%	2,081,015	-0.02%
2017	83,776	-0.01%	148,750	0.01%	2,088,070	0.03%
2018	84,612	0.10%	150,056	0.09%	2,095,428	0.04%
2019	84,683	0.01%	150,358	0.02%	2,096,829	0.01%
2020	86,099	0.17%	154,823	0.29%	2,117,522	0.10%
2021	88,193	0.24%	155,201	0.02%	2,115,877	-0.01%
2022	89,008	0.09%	155,664	0.03%	2,113,334	-0.01%
2023	89,167	0.02%	155,956	0.02%	2,114,371	0.00%
2024	90,551	0.15%	157,765	0.12%	2,130,256	0.07%
Projected						
2025	NA	-	170,730	-	2,707,757	-

*Includes recent annexation of land on the south side
** annual compound rate of growth
Source: US Bureau of the Census, BBER-UNM

Employment Trends

The Santa Fe economy originates from primarily two areas, government and tourism. Santa Fe is the headquarters for state, county, local and federal government agencies. The state capitol and legislature are located near the historic center of the city. Some of the larger state and federal agencies in Santa Fe include the state legislature, New Mexico State Highway Department, New Mexico School for the Deaf, New Mexico National Guard Headquarters, the Institute of American Indian Arts and various agencies for the administration of the state's government. Santa Fe draws

tourists from all over the globe. Santa Fe's tourists are fortunate that many attractions are within walking distance of downtown hotels. Attractions include Native American ruins, Spanish Colonial landmarks, and the end of the Santa Fe Trail, to name a few. Additionally, Santa Fe is one of the largest art markets in the world.

In itself, Santa Fe is considered the nation's second largest arts market, with a $1.6 billion annual arts economy. In addition, Forbes Magazine has regularly ranked Santa Fe as one of the best small cities in America for business or a career.

The New Mexico Department of Labor shows the following average annual civilian employment for key jurisdictions for the period from 2008 to 2023. The following table presents historical employment data for Santa Fe County:

Employment Data – Santa Fe County

Year	Civilian Labor Force	Employment	Unemployment	Rate
2008	78,172	75,237	2,935	3.8%
2009	76,501	71,479	5,022	6.6%
2010	74,281	69,243	5,038	6.8%
2011	73,636	69,052	4,584	6.2%
2012	73,667	69,401	4,266	5.8%
2013	73,200	69,098	4,102	5.6%
2014	72,277	68,317	3,960	5.5%
2015	72,553	68,658	3,8953	5.4%
2016	72,574	68,691	3,883	5.4%
2017	74,036	69,946	4,090	5.5%
2018	73,974	70,909	3,065	4.2%
2019	75,142	72,025	3,118	4.2%
2020	71,523	65,088	5,057	8.33%
2021	70,520	65,869	4,651	6.58%
2022	73,122	70,344	2,777	3.8%
2023	72,749	70,628	2,333	3.2%
2024	73,265	70,640	2,625	3.58%

SOURCE: New Mexico Department of Workforce Solutions (current data)

Current labor statistics are through 2024 and show a substantial decrease in unemployment for 2022, 2023 and 2024 compared to 2020 and 2021 during the forced closures of retail, hotel and restaurant properties in response to COVID-19. There are 70,640 county residents being employed, approximately 2,625 people unemployed for 2024. Unemployment increased slightly compared to 2022, with unemployment at 3.58% for 2024.

The following table lists the leading employment sectors in Santa Fe MSA:

Leading Employment Sectors in Santa Fe MSA, New Mexico (December 2025)

Leading Sectors	Estimate of Employees
Leisure and Hospitality	11,800
Education & Health Services	11,800
Trade, Transportation and Utilities	10,800
Professional and Business Services	5,200
Other Services	3,100
Mining & Construction	3,100
Financial Activities	2,300
Manufacturing	800
Information	800

Source: NM Department of Workforce Solutions, December 2025

According to the Santa Fe Convention and Visitors Bureau, the city's ± 4,937 hotel rooms account for more than $300 million in annual lodging revenues. Lodgers tax receipts levied on hotel and motel room revenues in the city are summarized below:

	Fiscal Year 2017	Fiscal Year 2018	Fiscal Year 2019	Fiscal Year 2020	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Lodgers Tax	$10,809,464	$11,473,953	$12,260,501	$10,552,776	$7,677,712	$12,205,000	$18,400,000	$17,900,000
% Annual Change	-	6.15%	6.86%	-13.93%	-37.38%	15.66%	139.65%	-2.72%

Source: City of Santa Fe, includes 4% lodgers' tax and 3% convention center lodger's tax

The city had stabilized growth in lodging receipts during the 1990's and into 2003. In 2007-2008 Santa Fe lodging receipts increased considerably (prior to the economic recession). For 2008-2009, lodging receipts decreased approximately 51.91% concurrent with the onset of the recession. For 2009-2010 lodging receipts increased by 58% compared to the previous year. Lodging receipts have shown relatively strong growth from 2013 through 2019; however, the steep decline in tourism resulting from the coronavirus resulted in a sharp decline in lodgers tax receipts in 2020 and 2021.

Santa Fe has a multitude of retail due to its status as a tourist destination and retirement community. Retail sales have risen consistently every year since the late 1980s. Nearly 1,000 retail outlets serve residents, although some concern has been raised that traditional retail outlets are disappearing due to the rising costs. Retail trade in the city of Santa Fe is a large component of the tourism market and its employment in the past seventeen years has grown from 5,842 jobs in 1990 to 8,878 in 2010. The service sector, including hospitality, eating and drinking establishments, and the retail sector have made the largest employment gains in recent years. At the same time retail employment grew by 6,000 jobs throughout the rest of Santa Fe County. One possible explanation for this anomaly can be the exceedingly high cost of doing business in Santa Fe, pushing many retail establishments outside city limits.

Most *Retail* development has been in the South-central district, and includes a 120,000 square foot Target store, Old Navy, Trader Joe's, Whole Foods and TJ Maxx. The first Wal-Mart Supercenter was recently developed in the Southwest submarket. Historically the Downtown/ Plaza district maintained a relatively low vacancy rate (approximately 5% to 7%).

Overall, employment trends prior to COVID-19 had remained relatively stable for Santa Fe. The only area of concern regarding the area's economy is its dependence on tourism; however, the presence of the state capital and significant government employment is considered a stabilizing factor which should help mitigate any major fluctuations in the tourism industry.

Gross Receipts

The following table presents gross receipts from retail trade for fiscal years through 2022. According to the New Mexico Department of Taxation & Revenue, Santa Fe County taxable gross receipts have continually increased since 2015 with a major increase in 2019 and 2023.

Year	Gross Receipts	% Change
2015	$6,053,019,578	-
2016	$6,349,863,229	4.9%
2017	$6,517,053,030	2.6%
2018	$6,803,733,843	4.4%
2019	$8,181,448,402	20.2%
2020	$8,088,387,924	-1.1%
2021	$9,075,128,996	12.2%
2022	$7,473,217,735	-17.7%
2023	$10,832,903,118	45.0%
2024	$10,339,765,360	-4.6%

SOURCE: http://taxnewmexico.gov

Per Capita Income 1998 – 2023: Santa Fe County, New Mexico, US (Most Recent)

	Santa Fe County		*State of New Mexico*		*United States*	
		% Chng.		*% Chng.*		*% Chng.*
2000	$ 30,900	-	$22,751	-	$30,318	-
2001	$ 32,550	5.3%	$24,790	9.0%	$31,145	2.7%
2002	$ 33,713	3.6%	$25,049	1.0%	$31,462	1.0%
2003	$ 34,110	1.2%	$25,748	2.8%	$32,271	2.6%
2004	$ 36,719	7.6%	$27,263	5.9%	$33,881	5.0%
2005	$ 39,066	6.4%	$28,876	5.9%	$35,424	4.6%
2006	$ 41,485	6.2%	$30,513	5.7%	$37,698	6.4%
2007	$ 44,186	6.5%	$32,093	5.2%	$39,392	4.5%
2008	$ 44,927	1.7%	$33,389	4.0%	$40,166	2.0%
2009	$ 43,245	-3.7%	$32,737	-2.0%	$39,284	-2.2%
2010	$ 43,269	0.1%	$33,547	2.5%	$40,545	3.2%
2011	$ 45,448	5.0%	$35,048	4.5%	$42,727	5.4%
2012	$47,406	4.3%	$35,796	2.1%	$44,582	4.3%
2013	$47,330	-0.2%	$35,204	-1.7%	$44,826	0.5%
2014	$50,903	7.5%	$37,321	6.0%	$47,025	4.9%
2015	$52,257	2.7%	$38,397	2.9%	$48,940	4.1%
2016	$54,324	4.0%	$38,929	1.4%	$49,831	1.8%
2017	$ 55,553	2.3%	$39,811	2.3%	$51,640	3.6%
2018	$ 58,510	5.3%	$41,609	4.5%	$54,446	5.4%
2019	$ 61,879	5.8%	$43,326	4.1%	$56,490	3.8%
2020	$ 65,042	5.1%	$46,338	7.0%	$59,072	4.6%
2021	$ 69,528	6.9%	$50,311	8.6%	$64,413	9.0%
2022	$ 74,751	7.5%	$52,190	3.7%	$64,475	0.1%
2023	-	-	$54,428	4.3%	$68,548	6.3%

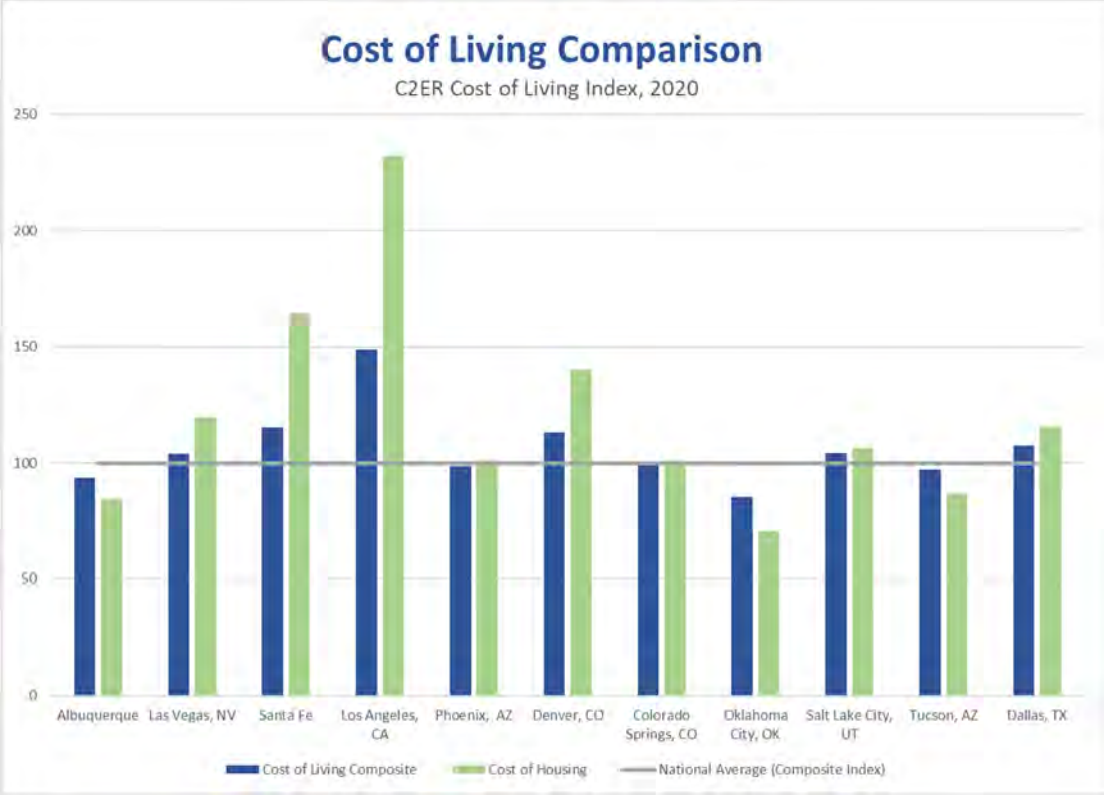
Source: U.S. Department of Commerce, Bureau of Economic Analysis

Latest Employment News – Santa Fe MSA December 2025 (most recent)

Total nonfarm employment in the Santa Fe MSA was up 1,300 jobs, or 2.0 percent. The private sector was up 800 jobs, or 1.6 percent, while the public sector was up 500 jobs, or 3.3 percent. Trade, transportation, and utilities was up 400 jobs, or 3.8 percent, with all gains in retail trade. Leisure and hospitality was up 300 jobs, or 2.6 percent. Private education and health services was up 300 jobs, or 2.6 percent. Mining and construction was up 100 jobs, or 3.3 percent. Information was down 100 jobs, or 11.1 percent. Miscellaneous other services was down 100 jobs, or 3.1 percent. Professional and business services was down 100 jobs, or 1.9 percent. In the public sector, state government was up 500 jobs, or 6.8 percent. Local government was up 100 jobs, or 1.5 percent. Employment in federal government was down 100 jobs, or 10.0 percent.

Cost of Living

The overall cost of living index for Santa Fe falls above the average for the entire nation and other larger Southwestern cities such as Phoenix. The cost of housing index represents a significant portion of the total cost of living index above. Santa Fe's high cost of housing explains why the City of Santa Fe is encouraging affordable housing developments. Furthermore, it should be noted that Santa Fe has higher wages than most cities with similar cost of housing ratings as its minimum wage ($12.95/hour) is the highest in the nation.



Source: Cost of Living Index – Comparative Data for 264 Urban Areas, 2020 Annual Average Data, produced by C2ER, The Council for Community and Economic Research, Copyright January 2020.

Transportation Planning

New Mexico Rail Runner Express officials recently reopened the Rail Runner service.

SANTA FE TRAILS - Provides clean, safe, efficient and friendly bus transportation on 10 Routes throughout the City and part of the County.

SANTA FE RIDE - Provides curb to curb transportation service for persons with disabilities who cannot use our regular bus service as well as seniors 60 and older.

SANTA FE PICK-UP SHUTTLE - Provides Free Shuttles around Downtown and to Museum Hill and Canyon Road. Connections from the Santa Fe Depot Rail Runner Station. This service is currently closed.

Summary- Santa Fe Profile

Santa Fe County is currently experiencing moderate growth in population. It seems that Santa Fe's tourism industry has rebounded strongly from the pandemic, with various publications recognizing the city as a top travel destination with Conde Nast Traveler designating Santa Fe #4 on a list of "Top 10 Small Cities in the US," Travel + Leisure ranked Santa Fe #7 on a list of "The 10 Best Cities in the World for Art Lovers" and Forbes named Santa Fe #3 city on a list of "The 22 Best Places to Travel in 2022. According to Ovation Group" Santa Fe made the Time Magazine list of the "World's Greatest Places 2021." The increased demand for housing has also led to the development of market-rent multi-family apartments within the city. Unemployment rates have decreased considerably, as many workers are tied to the food service and hospitality industries that are currently operating without restrictions. The market for single-tenant properties purchased for owner occupancy continues to be highly competitive, with low inventory and properties selling relatively quickly, albeit at a slower pace compared to 2022. Average home prices in Santa Fe County for the first time reached above $800,000.

Santa Fe Office Market Overview

The following table was obtained from Colliers Q3 2025 Office Market:

Santa Fe — Office

Asking Rent	Total SF	Available SF	Vacancy	Available %	Vacancy %	Absorption	Rent Q3 2025
Class A	278,515	53,905	17,401	19.35%	6.25%	—	$27.10
Class B	1,768,440	110,764	76,967	6.26%	4.35%	(501)	$24.06
Class C	207,718	11,700	1,700	5.63%	0.82%	(1,025)	$21.00
	2,254,673	**176,369**	**96,068**	**7.82%**	**4.26%**	**(1,526)**	**$24.40**

* Office inventory includes all multi-tenant and single tenant buildings at least 10,000 square feet. Available space includes all vacant space and occupied space currently on the market for lease. Government and medical buildings are not included if these tenants own and occupy 100% of the building. Asking rates are Full Service Gross on a per square-foot annual basis. "Change in Availability" is based on the change of availability from beginning of quarter to the end. "Absorption" is based on the change of vacancy from the beginning of the quarter to the end. Rent is calculated by weighted average of full service rental rates. NNN and Modified Gross marketed rates are adjusted to reflect full service rents.

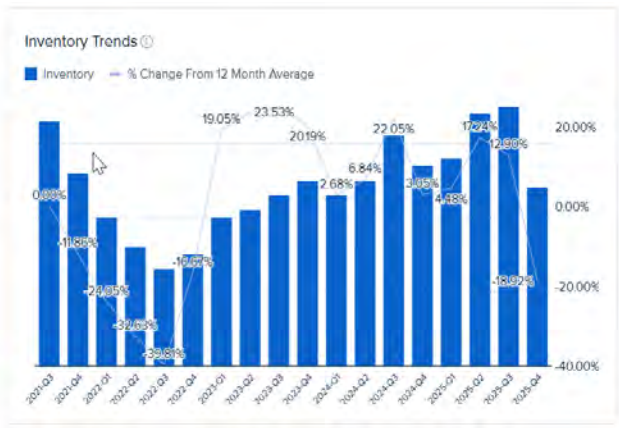
The following information was obtained from CREXI pertaining to the office market in the City of Santa Fe/Santa Fe County, NM:

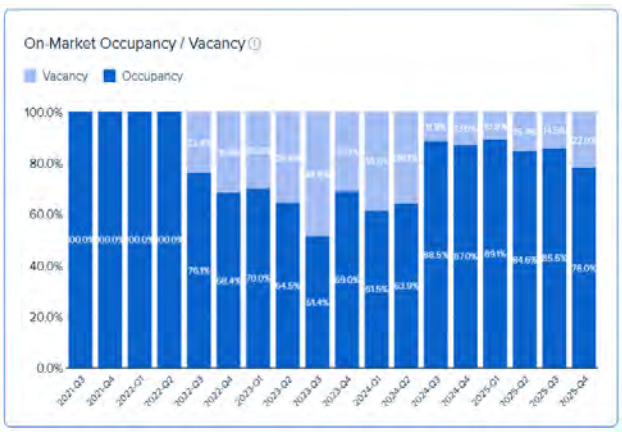
Asking Price per Square Foot

From 2021 through mid-2024, asking prices for office properties trended generally upward despite intermittent fluctuations. Asking rates peaked in late 2024 at slightly above $300 per square foot, reflecting strong owner expectations during a period when inventory remained limited and many sellers were still pricing based on pre-pandemic performance metrics. However, beginning in early 2025, asking prices began to decline sharply, falling from the $270–$300 range to approximately $173 per square foot by late 2025. This represents a substantial correction in seller expectations over a relatively short period. some dips below $100. By Q3 2024, prices saw a sharp increase to around $308.37/SF, suggesting renewed activity or confidence in the office market heading into 2025.

Sale Price per Square Foot

In contrast to the volatility in asking prices, sale prices per square foot demonstrate a steady and consistent downward trend from approximately $265 per square foot in early 2022 to roughly $193 per square foot by late 2025. This gradual decline reflects actual market behavior and investor response to broader economic conditions, including rising interest rates, higher operating costs, longer marketing times, and changing office space demand patterns following shifts toward remote and hybrid work models.





Santa Fe's office market has shifted from a supply-constrained, seller-favored environment in 2021–2022 to a buyer-favored market by 2025. Early in the period, very low inventory and near-zero vacancy supported rising asking prices and strong seller expectations. Beginning in 2023, vacancy rose sharply as tenant demand contracted, while inventory levels increased significantly through 2024 and 2025. This created a disconnect where asking prices remained elevated even as sale prices began to decline. As inventory continued to rise and vacancy remained above equilibrium levels, sellers adjusted expectations, resulting in noticeable downward pressure on both asking and sale prices. The current market is characterized by elevated supply, lingering vacancy, longer marketing times, and increased negotiation, all of which are contributing to continued price correction in the Santa Fe office sector.

Cap Rates

Santa Fe office cap rates show a disconnect between seller expectations and buyer underwriting. Asking cap rates stayed relatively compressed in the 7%–8% range and even declined in 2025, indicating optimistic pricing by sellers. In contrast, sale cap rates softened through 2024 and then began rising again to nearly 8% by late 2025 as buyers demanded higher returns due to increased vacancy, risk, and higher capital costs. This widening gap mirrors the broader pricing correction in the market and reflects ongoing cap rate expansion consistent with a softening office sector.

Summary Santa Fe Office Market

The Santa Fe office market has transitioned from a supply-constrained, seller-influenced environment in 2021–2022 to a market characterized by elevated supply, increased vacancy, and buyer-driven pricing by 2025.

During 2021 and early 2022, inventory levels were well below historical averages and occupancy was near 100 percent. These conditions supported rising asking prices, compressed cap rates, and strong seller expectations. Limited available product and stable tenancy allowed sellers to market properties aggressively, and buyers were willing to accept lower yields in order to secure assets in a tight market.

Beginning in 2023, tenant demand contracted noticeably, resulting in a sharp rise in vacancy while, at the same time, inventory levels increased as more properties were brought to market. During this period, sellers were slow to adjust pricing and cap rate expectations, creating a measurable disconnect between asking metrics and actual sale activity. Sale prices per square foot began to decline and buyers underwrote acquisitions with more conservative income projections and higher required returns.

Through 2024 and into 2025, inventory remained elevated and vacancy, although improving from its peak, remained above historical equilibrium levels. This sustained supply pressure contributed to a market correction in which asking prices declined significantly to more closely align with sale prices. Sale cap rates began to expand as buyers required higher yields to offset increased market risk, longer marketing times, and higher capital costs.

Overall, the data indicates the Santa Fe office market is in a price-adjustment phase. Current market conditions are characterized by elevated inventory, above-equilibrium vacancy, softening prices per square foot, expanding cap rates, and increased negotiation. These trends are consistent with a transition from a seller-favored market to one where buyers have increased leverage and values reflect reduced demand and heightened market risk.

Neighborhood Description

The subject property is accessible by private driveways along the south side of St. Michael's Drive just east of Cerrillos Rd. in Santa Fe, NM. The neighborhood boundaries can be defined as:

1) St. Francis to the east
2) Rodeo Rd. to the south
3) Cerrillos Rd. to the west
4) Alta Vista to the north

Access:

St. Michaels Drive, a primary east-west arterial, is to the immediate north and connects with St. Francis drive and Cerrillos Road. Overall, access to the neighborhood is characterized as good.

Existing Development:

Major land uses or developments affecting the neighborhood:

Christus St. Vincent's Hospital

U.S. Social Security Administration

Santa Fe High School

Nava Elementary School

The subject properties are located at the western boundary of the former Santa Fe University of Art and Design (SFUAD) campus, which permanently closed in May 2018. The campus is comprised of roughly ten parcels together containing approximately 64 acres currently developed with classroom buildings, administrative buildings, student housing, a performing arts theater, and a motion picture soundstage facility with a notable supply of remaining vacant land. Several redevelopment projects are planned, including 1100 apartment units (30% affordable housing) on 7.9 acres. The south end of the campus known as Aspect Media Village is currently being developed into office space, tech makers' spaces, retail, restaurants, and residential housing situated on 23 acres.

There are virtually no available tracts of vacant land outside the SFUAD campus. Surrounding land uses outside of the former campus consist of a mix of older and newer average quality single-family residential developments and manufactured home parks fronting minor collector streets with most commercial/retail developments fronting St. Michael's Drive and Cerrillos Rd. Commercial properties in the area consists of professional office buildings, strip and free-standing retail buildings, car dealerships, grocery stores, quick-service restaurants and gas stations/convenience stores. To the northeast of the subject along St. Michael's Drive is Christus St. Vincent's Hospital. St. Francis Drive and Cerrillos Rd. both highly congested primary arterials which provide immediate access to I-25 to the south are located east and west of the subject property. The majority of commercial developments within the immediate neighborhood are approximately 30 years of age mixed with newer developments. Newer, good quality single-family residential development is located east and south of the subject property along minor collector streets off of Siringo Rd., Rodeo Rd. and Old Pecos Trail. To the immediate northwest at the corner of St. Michael's Dr. and Cerrillos Rd. is College Plaza, an older strip retail center occupied by PetCo, Hobby Lobby, Ace, Dion's, Wecks, etc. To the immediate north, fronting the north side of St. Michael's Dr. is Toyota of Santa Fe. To the immediate west of St. Michael's Village West, an older strip retail building occupied by Harbor Freight Tools, etc. The subject's neighborhood is considered to be within the growth phase of its life cycle given the substantial amount of ongoing

and planned development within the former SFUAD campus. The outlook for the immediate neighborhood is for growth over the next five-to-ten years with eventual stabilization.

SITE DESCRIPTION

Subject Address:	Former Santa Fe University of Art & Design Buildings: Visual Arts Center and Brunn's Barracks Building 1600 St. Michael's Dr. Santa Fe, New Mexico 87505
Access:	General access to the subject property is average and is provided by St. Michael's Dr. and just south of Cerrillos Rd. Immediate access to the campus is provided by Midtown Ave., Midtown Avenida, and Midtown Calle, all private access roads off of St. Michael's Dr.
Site Size:	1.9124 acres or +/- 83,304 SF (Visual Arts Center) 1.4699 acres or +/- 64,029 SF (Brunn's Barracks Building)
Shape:	Nealy rectangular (Brunn's Barracks Building) and irregular in shape (Visual Arts)
Topography:	Generally level and at street grade
Zoning:	According to the City of Santa Fe, the sites are zoned C-2 General Commercial District PUD Midtown Local Innovation Corridor Overlay District. "The C-2 general commercial district includes areas along streets carrying large volumes of traffic where commercial uses are appropriate. Regulations are designed to guide future additions or changes so as to discourage extension of existing and formation of future strip commercial development , to preserve the carrying capacity of the streets and to provide for off-street parking and loading. Additional allowable uses under current zoning include group residential facilities, manufactured homes, single-family residences, police substations, small day care facilities, public parks and college, universities, community centers, institutions, grocery stores and museums with special use permits." The subject improvements are a legal conforming use.
Drainage:	On-site runoff appears to flow away from the improvements.
Flood Zone:	Zone X - 2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (FEMA Map # 35049C0411E effective December 4, 2012).
Soils:	We were not provided with a soils analysis for the subject property; however, we noted no signs of structural shifting caused by soil conditions associated with the subject or surrounding development.
Utilities:	Electric – PNM Gas – New Mexico Gas Company Water, Sewer and Refuse – City of Santa Fe

Local Telephone – CenturyLink, Comcast
Cable /Data – Comcast, CenturyLink, DishNetwork, Direct TV

Easements: There are no easements or encroachments noted/observed that adversely impact the site's utility for existing development or potential redevelopment.

Encumbrances: The subject property is being appraised as though free of all liens and financial encumbrances.

Landscaping: Mature, average quality

Site Improvements: Concrete walkways, asphalt-paved and dirt parking spaces, concrete sidewalks and average quality mature landscaping.

Property Taxes:

PROPERTY TAX SUMMARY

Parcel No 1-052-097-094-180-0000000			
Account #99312972			
2025	Land	Improvements	Total
Assessed Value	-	-	-

Parcel No 1-052-097-080-157-000000			
Account #99312969			
2025	Land	Improvements	Total
Assessed Value	-	-	-

The subject property is owned by the City of Santa Fe and is not assessed and its EXEMPT from property taxes

BUILDING DESCRIPTION – VISUAL ARTS

The subject building is a two-story steel frame construction with stucco exterior walls containing approximately 34,948 SF. The space is demised into a reception area, a break room, several offices, a conference room, a library, several classrooms and lecture halls. The subject was built circa 1998 (per Santa Fe County Assessor records) and exhibits an overall effective age of 20 years with a remaining economic life of 40 years based on a total economic life of 60 years. The subject building is described as follows:

Foundation: Reinforced 4” concrete slab

Exterior Walls: Frame and stucco

Roofing System: Flat, built-up tar and gravel (ballast)

Windows & Doors: Windows are double-pane glass set in metal frames. Doors are solid-core and wood set in wood frames.

Ceilings:	Painted gypsum board and suspended acoustic tile with recessed fluorescent and incandescent and track lighting.
Interior Walls:	Painted and textured gypsum board over standard stud framing.
Flooring:	Stained concrete and carpeting.
HVAC System:	Roof-mounted HVAC package/combination units.

BRUNN'S BARRACKS BUILDING

The subject property contains approximately 17,500 SF of classroom/art studio space in poor condition. The subject was built in 1945 and has reached the end of its economic life. We estimate the cost to raze the existing building improvements at $10/SF or $175,000.

Highest and Best Use

As Though Vacant

The subject fronts the south side of Midtown Avenida just west of St. Michael's Dr. and east of Cerrillos Rd. within the former Santa Fe University of Art & Design campus in Santa Fe, NM. Just about any type of development typically found on sites of this size is **physically possible** as the site is mostly level, at street grade, and contains approximately 1.9124 acres or +/- 83,304 SF. The site is zoned C-2 PUD Midtown Local Innovation Corridor Overlay District which **legally permits** for commercial and mixed uses. Legally permissible uses are therefore numerous. The most prevalent use in the immediate area are commercial/retail fronting St. Michael's Dr. and light commercial and single- and multi-family residential uses fronting minor collector streets. The principle of conformity holds that a property's value is maximized by reasonably conforming to surrounding development. Considering the predominant land use in the immediate area and the fact that the subject is located along a minor collector street lacking visibility and exposure from a primary arterial (typically required for retail uses), but in close proximity to Christus St. Vincent's hospital, office or residential uses are attractive as they are not reliant on visibility and exposure from heavily trafficked arterials in order to maintain financial viability. Finally, the increased difficulty in obtaining financing, particularly for speculative construction, is yet another hindrance to speculative development. Therefore, built-to-suit or owner-occupied mixed commercial/residential development appears to be **financially feasible** at this time. The **maximally productive** use of the site is for office use. We believe the highest and best use of the subject site is for **owner occupied or built-to-suit mixed commercial/residential use.**

As Is – Visual Arts

The existing improvements contribute significant value over and above the value of the site as though vacant. The subject improvements have a fairly basic floor plan and which are functionally suited for professional office use. Furthermore, the subject is located within the former SFUAD campus, an area which is characterized by similar institutional/office development making the existing improvements consistent and compatible with surrounding land uses. Finally, the cost to convert the subject to an alternate use is not financially feasible at this time. We believe the highest and best use of the subject is for professional office use.

As Is – Brunn's Barracks Building

The existing improvements have reached the end of their economic life and contribute no value over and above the value of the site as though vacant. The improvements should be demolished and converted to an alternate use which is the only financially feasible use at this time. We believe the highest and best use of the subject is to raze the existing improvements and redevelop for mixed commercial/residential use.

SALES COMPARISON APPROACH – VISUAL ARTS CENTER

The sales comparison approach is based on six sales of professional office buildings within the subject's market area. In this analysis, price per-square-foot of gross building area has been used as the unit of comparison. The comparable sales and adjustments applied are summarized as follows:

Improved Sales Summary and Adjustment Grid

Item	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6
Property Description	Professional Office	Pseudo Med	Professional Office	Professional Office	Professional	Mixed Use Office	Medical
Property Address	1600 St. Michael's Dr., Santa Fe, NM	1645 Galisteo, Santa Fe, NM	4343 Pan American Fwy, Albuquerque, NM	4401 Mastheard, Albuquerque, NM	7425 Jefferson, Albuquerque, NM	800 Trinity Dr., Los Alamos, NM	421 St. Michael's Dr., Santa Fe, NM
Sale Price	-	$2,025,000	$4,525,000	$14,000,000	$10,000,000	$2,272,000	$1,315,000
Date	-	Jan-25	Oct-24	Jun-23	May-23	Sep-22	Apr-22
Year Built	1998	1990/ 2024	2008	2004	2011	1980	2001
Effective Age	20 years	10 years	15 years	15 years	10 years	30 years	20 years
Type of Transaction	-	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller
Land Area (Acres)*	1.9124	0.5010	1.6730	4.2660	2.7700	Condo	1.0002
Land Area (Acres)*	83,304	21,824	72,876	185,827	120,661	Condo	43,570
FAR	0.42	0.29	0.34	0.36	0.36	Condo	0.11
Gross Building Area (SF)	34,948	6,431	25,134	66,550	43,035	10,967	4,609
Construction Type	Frame/Stucco	Frame/Stucco	Frame/Stucco	Frame/Stucco	Frame/Stucco	Frame/Stucco	Frame/Stucco
OAR	-	7.00%	7.38%	8.83%	-	7.50%	-
Price per Square foot*	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Property Rights Conveyed:	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price/GBA	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Financing Terms:	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price/GBA	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Conditions of Sale	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price/GBA	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Expenditures After sale	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price/GBA	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Market Conditions Adj.	-	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Sale Price/GBA	**-**	**$314.88**	**$180.04**	**$210.37**	**$232.37**	**$207.17**	**$285.31**
Adjustments	-	***Sale 1***	***Sale 2***	***Sale 3***	***Sale 4***	***Sale 5***	***Sale 6***
Locational Characteristics	-	-5.0%	-5.0%	0.0%	0.0%	0.0%	-5.0%
Physical Characteristics							
Age/Condition:	-	-20.0%	-10.0%	-10.0%	-20.0%	10.0%	0.0%
FAR:	-	0.0%	0.0%	0.0%	0.0%	0.0%	-10.0%
Size:		-15.0%	-5.0%	10.0%	5.0%	-15.0%	-20.0%
Construction Quality:	-	0.0%	0.0%	-10.0%	-10.0%	0.0%	0.0%
Total Adjustment (%)	**-**	**-40.0%**	**-20.0%**	**-10.0%**	**-25.0%**	**-5.0%**	**-35.0%**
Adjusted Value per SF	**-**	**$188.93**	**$144.03**	**$189.33**	**$174.28**	**$196.81**	**$185.45**
Median	**$187.19**						
Average	**$179.80**						

Adjustment Categories

Property Rights Conveyed

We are appraising the fee simple interest in the subject. All of the comparables conveyed fee simple estate or were stabilized at the time of sale; therefore, no adjustments for property rights were deemed necessary.

Financing Terms:

Sales are evaluated in an attempt to estimate the influence of financing on the purchase price. There were no known unusual financing influences on the sale prices; therefore, no adjustments are necessary.

Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Circumstances surrounding a sale may influence the price in such a manner that the buyer and seller act under conditions that cause the price to be other than typical market conditions. Special conditions of sale may include a favorable price given to a relative or business partner buying the

property or a quick sale below market prices to generate cash for a seller under duress. All of the sales were reported to be arm's-length transactions with no distress conditions evident.

Market Conditions

Market conditions can change between the date of sale and the effective date of appraisal. Property values can fluctuate in response to changing market conditions resulting from factors such as inflation, deflation, or supply and demand. All comparables are recent sales generally representative of current market conditions and were not adjusted.

Locational Characteristics

Adjustments for location include such factors as economic potential of the general area and neighborhood in which the sales are located, accessibility to roads, and supporting population. Sales 1 and 6 front primary arterials or have superior access and visibility compared to the subject; therefore, downward adjustments were made. Sale 2 has been adjusted upward despite its superior exposure as land values in Albuquerque are generally lower than those in Santa Fe. Sales 3, 4 and 5 have similar locations compared to the subject as they front minor collector streets or secondary arterials with average visibility and access; therefore, no adjustments were made.

Physical Characteristics

Age/Condition

Each sale is adjusted by 2.0% for every year difference in effective age. The estimated effective age of the subject is 20 years.

Amenities/FAR

Adjustments for amenities include such things as secured parking, parking lot size, and landscaping. The subject property has a floor-to-area ratio (FAR) of 0.42. Sales 1 through 5 have similar FARs compared to the subject and were not adjusted. Sale 6 has a lower FAR and was adjusted downward.

Size

Typically, larger buildings sell for less per square foot or unit than do smaller ones. Larger buildings are less expensive to build because economies of scale are more easily reached. Smaller buildings benefit from a much larger pool of potential purchasers creating a greater demand and driving prices upward. Combined, these factors most often result in higher prices for smaller buildings with all other factors being equal. Sales 3 and 4 were adjusted upward for their larger sizes. Sales 1, 2, 5 and 6 were adjusted downward for their smaller sizes.

Construction Quality

The subject is an average/good quality institutional building functionally suited for institutional or professional office use. All comparables are average/good quality office buildings generally are similar to the subject; therefore, no adjustments were made.

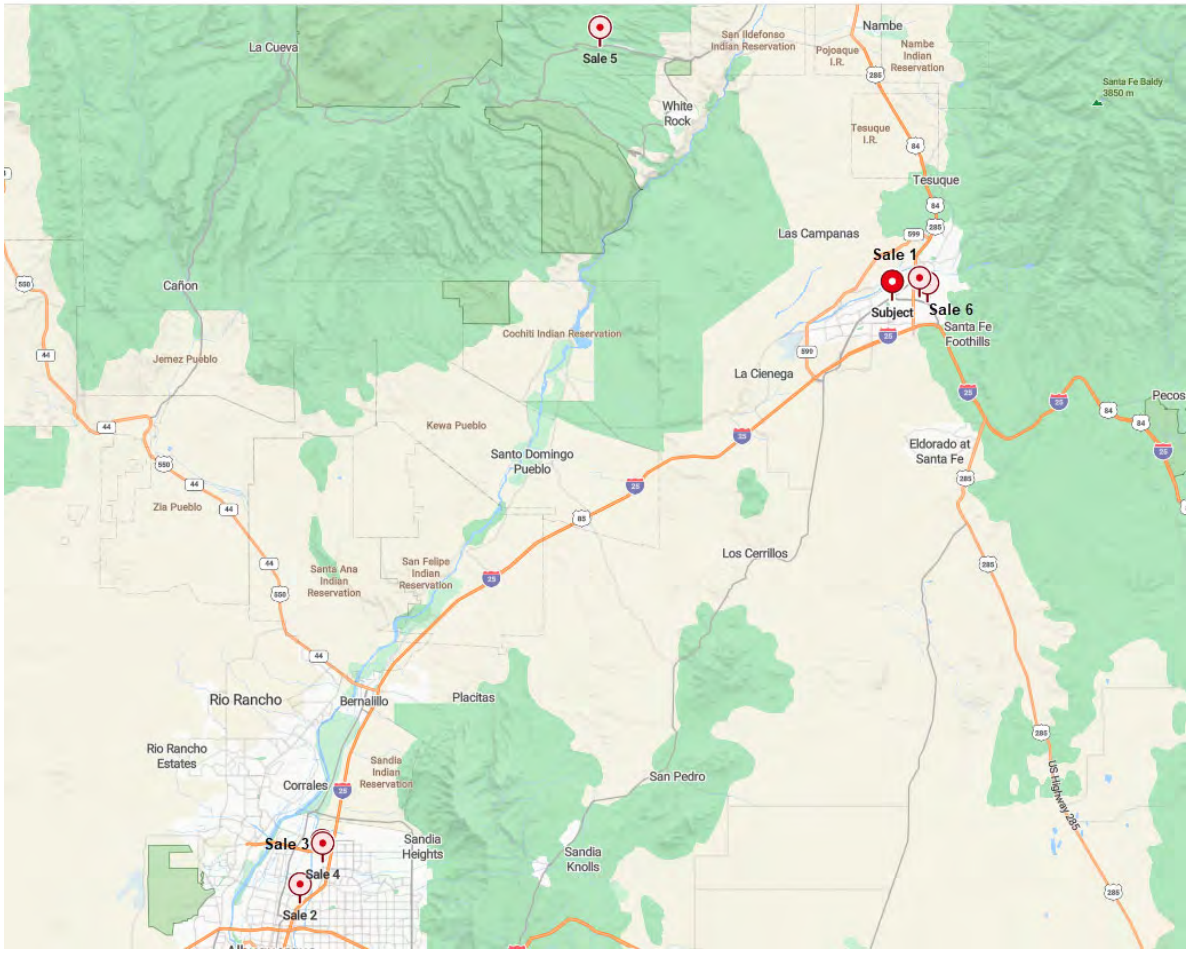
CONCLUSION: Market Value – As Is

The adjusted sale prices range from $144.03/SF to $196.81/SF with a median adjusted sale price of $187.19/SF and a mean adjusted sale price of $179.80/SF. We place primary emphasis on the average of the comparable set as no individual sale is more indicative than another of the subject's potential market value. We accept an indication of market value of $180/SF for the subject property.

Subject property -	34,948	SF	x	$180.00	/SF =	$6,290,640

Market Value Indication "As Is" (Rounded) **$6,290,000**

COMPARABLE SALES MAP



INCOME APPROACH – VISUAL ARTS

The Income Approach can be viewed as consisting of four major steps: estimating revenue, stabilized vacancy, operating expenses and capitalization. The market rent estimate is based on an investigation of similar professional office leases in the subject's immediate market area. Expenses are based on an absolute net lease structure with the tenant paying for all expenses or the reimbursement of all expenses and the landlord being responsible for and reserves for replacement.

Market Rent

We have researched and confirmed arm's length leases of average-to-good quality professional/medical office suites/buildings in the subject's market area. We will assume a triple net lease structure for the subject property for the purposes of analysis, with the landlord only responsible for management and reserves for replacement. The following table summarizes the comparable leases and adjustments applied:

Comparable Rent Summary Table and Adjustment Grid

	Subject	**Rent 1**	**Rent 2**	**Rent 3**	**Rent 4**	**Rent 5**	**Rent 6**
Property Type	Office	Office/Medical	Office	Office	Office	Office	Office
Address	1600 St. Michael's Dr., Santa Fe, NM	1692 Hospital Dr., Building B, Santa Fe, NM	2904 Rodeo Park Dr. East Unit 100, Santa Fe, NM	435 St. Michael's Dr., Santa Fe, NM	2025 Pacheco, Santa Fe, NM	202 East Marcy St., Santa Fe, NM	1645 Galisteo Rd., Santa Fe, NM
Lease Start	-	2020-2021	Aug-22	2020-2025	2022	2020	2021
Leased Space (SF)	34,948	5,700	9,769	1,363-5,784	40,000	29,500	6,500
Year Built	1998	2000-2007	2001	2000	1980 est.	1989	2001/ 2024
Term	-	5 years	5 years	5-20 years	10 year	10 year	5 years
Type	-	MG	NNN	NNN	Full Service	Full Service	NNN
Parking	Adequate	Adequate	Adequate	Adequate	Adequate	Adequate	Adequate
Base Lease Rate per SF	**-**	**$20.73**	**$15.13**	**$22.18**	**$32.00**	**$24.16**	**$21.78**
Escalations	-	greater of 3% or CPI	1.5% annually	Varies by lease 2% to 3%	3% per year	CPI	2% annually
Current Lease Rate	**-**	**$20.73**	**$15.81**	**$22.18**	**$32.00**	**$22.42**	**$22.21**
Conditions of Lease Adj.	-	0%	0%	0%	0%	0%	0%
Adjusted Rent per SF/YR	-	$20.73	$15.81	$22.18	$32.00	$22.42	$22.21
Market Conditions Adj.	-	0%	0%	0%	0%	0%	0%
Adjusted Rent per SF/YR	-	$20.73	$15.81	$22.18	$32.00	$22.42	$22.21
Lease Type Adj.	-	($2.00)	$0.00	$0.00	($8.00)	($8.00)	$0.00
Adjusted Rent per SF/YR	**-**	**$18.73**	**$15.81**	**$22.18**	**$24.00**	**$14.42**	**$22.21**
Location Adj.		0.0%	0.0%	-5.0%	-10.0%	-10.0%	-5.0%
Size Adj.		-15.0%	-10.0%	-15.0%	0.0%	0.0%	-15.0%
Age/Condition		-10.0%	-10.0%	-10.0%	-15.0%	0.0%	-10.0%
Amenities/FAR		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Construction Quality		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Net Adjustment		**-25.00%**	**-20.00%**	**-30.00%**	**-25.00%**	**-10.00%**	**-30.00%**
Indicated Rental Rate		**$14.05**	**$12.65**	**$15.53**	**$18.00**	**$12.98**	**$15.55**
Median Adjusted Rent Rate	**$14.79**						
Average Adjusted Rent Rate	**$14.79**						

Discussion of Transactional Adjustments

Conditions of Lease:

All of the comparable leases were arm's-length agreements executed under normal conditions; therefore, no adjustments have been made.

Market Conditions:

The execution/start dates of the comparable rents range from 2020 to 2025 with current (escalated) rental rates reported.. All the leases are representative of current market conditions and were not adjusted.

Lease Type:

Rent 1 is a modified gross lease agreements under which ownership is responsible for property taxes and insurance in addition to management and reserves. We will therefore apply a downward adjustments of $2/SF for property taxes and insurance, which is fairly typical of the market. Rents 4 and 5 are structured under full service leases in which the landlord is responsible for all expenses. A downward of $8/SF was made to Rents 4 and 5 to account for all expenses under a full service lease.

All of the remaining rents are triple net (NNN) agreements under which the tenants are responsible for all operating expenses and required no adjustment.

Discussion of Property Adjustments

Location:

Rents 1 and 2, like the subject, front minor collector streets within small business parks and are similar to the subject with regard to location. Rents 3, 4, 5 and 6 front primary arterials and have good visibility and access compared to the subject; therefore, downward adjustments were made.

Size:

Typically, small discounts are given to tenants willing to occupy a substantial portion of available space resulting from economies of scale. Rents 4 and 5 are similar to the subject with regard to size and did not require adjustment. Downward adjustments were applied to Rents 1, 2, 3 and 6 for being smaller than the subject.

Age/Condition:

All of the comparable rents other than Rent 5 exhibit lower effective ages compared to the subject and were adjusted downward. Rent 5 has a similar effective age compared to the subject and was not adjusted. We have applied downward adjustments equal to 2% for every year difference in effective age to account for accrued physical depreciation.

Amenities/FAR

All comparables are similar to the subject with regard to amenities/FAR and were not adjusted.

Construction Quality

All comparables are of similar construction quality compared to the subject and were not adjusted.

CONCLUSION –MARKET RENT:

The comparable set of adjusted rental rates range from $12.65/SF to $18/SF with a median adjusted rent rate of $14.79/SF and an average adjusted NNN rent rate of $14.79/SF. No one lease is more representative of the subject's potential market lease rate than another. We **therefore accept a market rent for the subject between the median and average adjusted lease rate of the comparable set, or $14.75/SF.**

Potential Gross Income

An analysis of potential gross income indicates the total potential income attributable to the real property at full occupancy before vacancy and operating expenses are deducted. Based on a market triple net lease rate of **$14.75/SF, potential gross income for the subject is $515,335**.

Vacancy:

Tenant turnover, nonpayment of rent, and vacancies normally occur in the daily operation of income producing real estate. A vacancy and collection loss allowance is a provision for these typical occurrences and is deducted from potential gross income. This allowance is normal and reflects the primary interest of investors in the actual cash flows produced by a property. It is usually expressed as a percentage of potential gross income. In special circumstances where a very credit-worthy, stable tenant, under a long-term lease is occupying a property; this allowance may not be a consideration. Office vacancy was reported at 4.26% for Q3 2025 in Santa Fe. We made a visual inspection of the subject neighborhood and noticed relatively few vacancies. We therefore estimate a stabilized vacancy rate for the subject property at 5%**.**

Expenses:

Under a triple net lease agreement, the tenant is responsible for all expenses including property taxes, insurance and CAM reimbursements and the landlord is responsible for management, and structural repairs and maintenance.

Management: The responsibilities of professional management include all fiscal affairs and physical maintenance of the property. Based on expense comparables retained in our files, management fees for mixed-use buildings are typically 3% to 6% of effective gross income. We therefore estimate management expenses at 6% of effective gross income as the subject property is a likely multi-tenant building requiring substantial management.

Property Taxes: The subject property is exempt from property taxes.

Insurance: Insurance premiums range from $0.45 to $1 per square foot based on comparable expenses. We therefore estimate insurance expenses at $0.85/SF.

CAM: We estimate CAM expenses for the subject property at $5 per square foot of gross building area. CAM for the subject building typically include building maintenance, repairs, landscaping, administrative and utilities (not separately metered). We therefore estimate CAM at $5 per square foot.

Reserves for Replacements: Reserves for replacements are the estimated costs of replacing short-lived components of the improvements. Professional office buildings have shown that capital expenses used for replacement items typically range from 1% to 3% of effective gross income; however, this expense has been loaded into the comparable cap rates (typical of the market) and will not be considered in the proforma.

The subject's net operating income is estimated as follows:

Proforma

	ProForma		
Income			
Rent	$515,335		
Property Taxes	$0		
Insurance	$29,706		
CAM Reimbursements	$174,740		
Potential Gross Income	**$719,781**		
Vacancy and Collection Loss	$ (35,989)		*5.0%*
Effective Gross Income	**$683,792**		
		Per GSF	**% of EGI**
Management	$41,028	$1.17	6.00%
Property Taxes	$0	$0.00	0.00%
Insurance	$29,706	$0.85	4.34%
CAM	$174,740	$5.00	25.55%
Reserves for Replacement	$0	$0.00	0.00%
Total Expenses	**$245,473**	**$7.02**	**35.90%**
Net Operating Income	**$438,318**		

Estimation of Overall Capitalization Rate

We have included overall capitalization rates for local professional offices in order to determine an appropriate capitalization rate for the subject property. The comparable overall capitalization rates are presented as follows:

	Location	Sale Date	Overall Rate
1	1645 Galisteo, Santa Fe, NM	Jan-25	7.00%
2	228 St. Francis Dr., Santa Fe, NM	Apr-24	6.35%
3	700 Lomas, Albuquerque, NM	Jan-23	6.20%
4	444 St. Michael's Dr., Santa Fe, NM	Oct-22	5.30%
5	11 Calle Medico, Santa Fe, NM	Oct-22	8.20%
6	3800 Wyoming Blvd., Albuquerque, NM	Feb-22	6.92%
7	Confidential, Albuquerque, NM	Nov-21	6.50%
8	Confidential, Santa Fe, NM	Aug-21	8.72%
9	9511 Paseo del Norte, Albuquerque, NM	Jul-21	7.80%
10	4381 E. Lohman, Las Cruces, NM	Jul-21	6.55%
11	4525 Rowe Ave., Farmington, NM	Apr-21	5.65%
12	807 Camino del Monte Rey, Santa Fe, NM	Feb-21	6.99%
13	Confidential, Santa Fe, NM	Aug-20	7.70%
14	Confidential, Santa Fe, NM	Mar-20	6.82%
15	3600 Cerrillos Rd., Santa Fe, NM	Aug-19	7.55%
		Average	**6.95%**

Overall rates for the comparable set range from 5.30% to 7.80% and average 6.95%. Overall rates are typically lower for newer or remodeled properties because of the minimal maintenance and refurbishment expenditures associated with such properties. Additionally, the lower end of the range reflects newer or completely remodeled space in high demand locations occupied by regional or national credit tenants having longer remaining lease terms. The higher end of the

range is representative of older structures with inferior locations occupied by average credit tenants having shorter remaining lease terms.

Given this information and considering the physical and locational characteristics of the subject property and the quality and age of the improvements, an overall capitalization rate of 7.0% is deemed reasonable.

CONCLUSION – Income Approach

Net Operating Income	$438,318
Overall Rate	7.00%
Indicated Fee Simple Market Value "As Is"	$6,261,686
Rounded	**$6,260,000**

MARKET RENT ANALYSIS – VISUAL ARTS BUILDING

Previous analysis concluded a market triple net lease rate of $14.75/SF for the subject property. Base year rent is therefore estimated at $14.75/SF or $515,483.

Other Considerations

In a NNN lease structure the landlord is responsible for management and reserves for replacement. Real estate related expenses for similar buildings like the subject typically range from $1.50/SF - $2.50/SF. The typical lease term for a property of the subject's size is five to ten years. Annual rate increases, if any, are sometimes tied to the All Urban Consumer Price Index (CPI); which has historically been around 2% to 3% per year. Participants in the leasing market indicate potential tenants are reluctant to enter into lease agreements tied to annual CPI increases given the anticipation of a higher CPI due to recent inflation figures. Landlords do provide flat lease rates if the initial rate is slightly higher. However, the market typically sets the annual rate increases.

Following is our estimate of market rent over the next five-year time frame with annual escalations of 3.0% (average 5-year CPI forecast by FRED).

CONCLUSIONS –MARKET RENT (BASE YEAR)

Based on the data and analysis presented, our opinion of base-year market rent for the subject property assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT AS OF MARCH 16, 2026

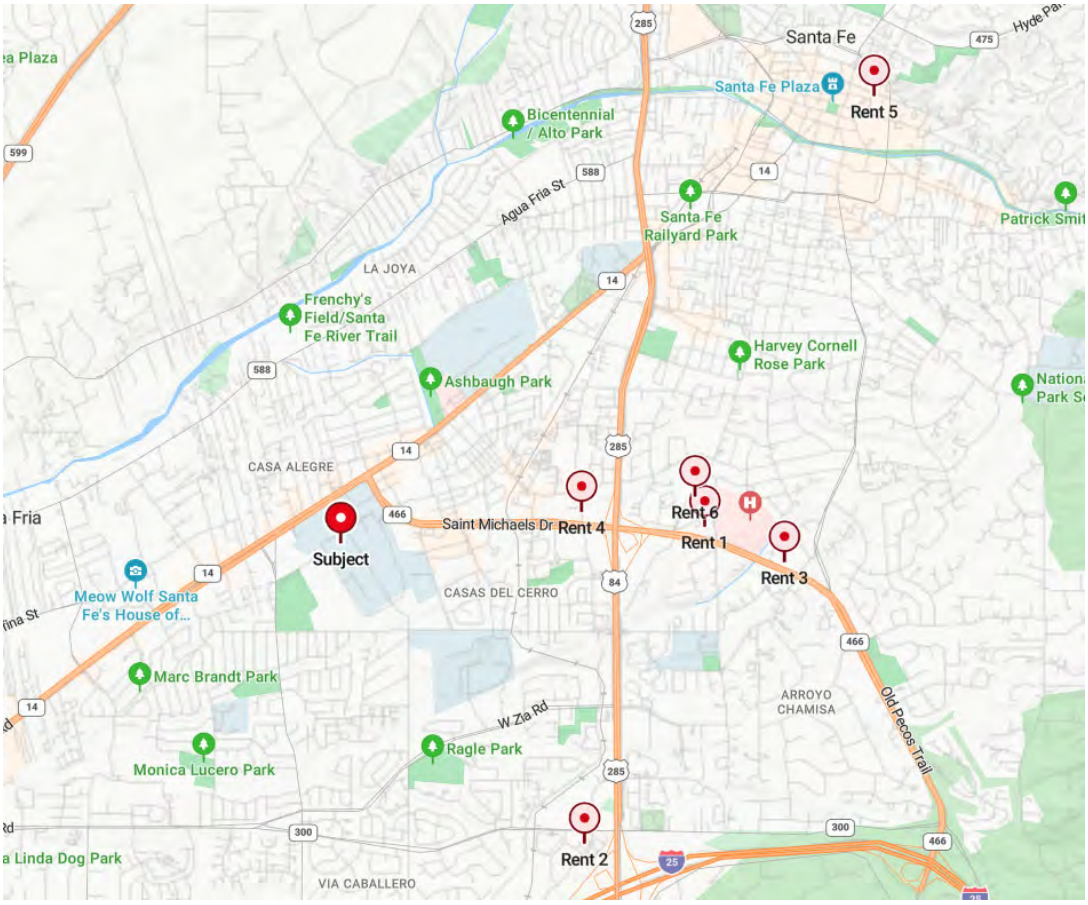
$14.75 per Square Foot or $515,335 per Year (NNN)

Our opinion of average market rent over the entire term of a 5-year triple net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$14.75	-	$515,483
Year 2	$15.19	3%	$530,947
Year 3	$15.65	3%	$546,876
Year 4	$16.12	3%	$563,282
Year 5	$16.60	3%	$580,181
Year 6	$17.10	3%	$597,586
Average	**$15.90**		**$555,726**

AVERAGE MARKET RENT OVER FIVE-YEAR TERM AS OF MARCH 16, 2026
$15.90 per Square Foot or $555,726 per Year (NNN)

COMPARABLE RENTS MAP



COMPARABLE RENTS PHOTOGRAPHS

Rent 1.

Rent 2.

Rent 3.

Rent 4.

Rent 5.

Rent 6.

SALES COMPARISON APPROACH – BRUNN'S BARRACKS BUILDING

The subject improvements have reached the end of their economic lives and would likely be scraped by a potential investor/developer. Our opinion of land value is based on the sales comparison method, using sales of vacant tracts with physical characteristics and development potential generally similar to the subject site. The following chart summarizes the comparable land sales utilized to value the subject property:

Item	Subject	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Sale 7
Property Identification	1600 St. Michael's Dr., Santa Fe, NM	2904 Rufina St., Santa Fe, NM	1151-1153 Parkway, Santa Fe, NM	2863 Cook Rd., Santa Fe, NM	2820 Industrial, Santa Fe, NM	2885 Industrial, Santa Fe, NM	4410 Rodeo, Santa Fe, NM	2750 Boylan Circle, Santa Fe, NM
Sale/Asking Price	-	$2,100,000	$525,000	$250,000	$1,678,624	$245,000	$1,950,000	$1,200,000
Date	-	Feb-25	Oct-24	Apr-24	Sep-22	Jan-22	Nov-21	Jan-21
Type of Transaction	−	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller	Cash to Seller
Zoning	C-2	C-2, I-2, I-1	I-1	I-2	I-2	I-2	C-2	C-2
Average Land Area (Acres)	1.47	4.06	0.71	0.36	3.09	0.36	2.96	2.72
Average Land Area (SF)	64,029	177,006	30,884	15,638	134,600	15,725	128,938	118,320
Utilities	All Available	All Available	All Available	All Available	All Available	All Available	All Available	All Available
Unit Price per Square Foot	**-**	**$11.86**	**$17.00**	**$15.99**	**$12.47**	**$15.58**	**$15.12**	**$10.14**
Property Rights Conveyed Adj.	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Sale Price/SF	−	**$11.86**	**$17.00**	**$15.99**	**$12.47**	**$15.58**	**$15.12**	**$10.14**
Financing Terms Adj.	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Sale Price/SF	−	**$11.86**	**$17.00**	**$15.99**	**$12.47**	**$15.58**	**$15.12**	**$10.14**
Conditions of Sale Adj.	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Sale Price/SF	−	**$11.86**	**$17.00**	**$15.99**	**$12.47**	**$15.58**	**$15.12**	**$10.14**
Expenditures After Sale	−	0.00%	0.00%	0.00%	5.00%	0.00%	0.00%	0.00%
Adjusted Sale Price/SF	−	**$11.86**	**$17.00**	**$15.99**	**$13.09**	**$15.58**	**$15.12**	**$10.14**
Market Conditions Adj.	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	45.00%
Adjusted Sale Price/SF	−	**$11.86**	**$17.00**	**$15.99**	**$13.09**	**$15.58**	**$15.12**	**$14.71**
Adjustment Categories:								
Locational Characteristics	−	0.00%	0.00%	0.00%	0.00%	0.00%	-10.00%	-5.00%
Physical Characteristics								
Topography/Config:	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Zoning:	−	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Size:	−	10.00%	-5.00%	-10.00%	7.50%	-10.00%	7.50%	7.50%
Net Adjustment (%)		**10.00%**	**-5.00%**	**-10.00%**	**7.50%**	**-10.00%**	**-2.50%**	**2.50%**
Adjusted Sale Price/SF		**$13.05**	**$16.15**	**$14.39**	**$14.08**	**$14.02**	**$14.75**	**$15.07**
Median	**$14.39**							
Mean	**$14.50**							

Adjustment Categories

Property Rights Conveyed:

All of the comparable sales conveyed fee simple interest. Since we are appraising the fee simple interest in the subject, no adjustments have been made.

Financing:

There were no reported factors related to financing that had an effect on property value.

Conditions of Sale:

Adjustments for conditions of sale usually reflect the motivations of the buyer and the seller. Circumstances surrounding a sale may influence the price in such a manner that the buyer and seller act under conditions that cause the price to be other than typical market conditions. Special conditions of sale may include a favorable price given to a relative or business partner buying the property or a quick sale below market prices to generate cash for a seller under duress. All of the comparable sales were reported to be arm's-length transactions; therefore, no adjustments were made.

Expenditures Subsequent to Purchase:

The listing agent for Sale 4 had listed the property as land with no value given to the improvements. Sale 4 had approximately 8,000 SF of building improvements which reportedly had reached the end of their economic life; therefore, a downward adjustment of 5% was made to account for demolition costs. None of the remaining confirming transaction participants reported expenditures subsequent to purchase; therefore, no adjustments have been made.

Market Conditions:

Sale dates range from January 2021 to February 2025. Sales 1 through 6 are recent sales and do not require adjustments. Sale 7 was negotiated as a real estate contract prior to the onset of the pandemic under inferior market conditions; therefore, a considerable upward adjustment was made based on paired comparisons.

Locational Characteristics:

The subject has average access and visibility. Sales 1, 2, 3, 4 and 5 are located within the Village of Agua Fria or front minor collector streets and are similar to the subject; therefore, no adjustments were made. Sales 6 and 7 front secondary arterials and have good visibility and access; therefore, downward adjustments were made.

Physical Characteristics

Configuration/Topography:

All comparables have similar topographies/configurations compared to the subject and were not adjusted.

Zoning:

The zoning and highest and best use of the sale comparables were the primary criteria in selection for analysis. The zone designations of the sale comparables are equivalent or generally similar to the zone designation of the subject; therefore, no adjustments were necessary.

Size:

Typically, larger parcels of land sell for less per square foot or unit than do smaller ones. All things being equal, smaller parcels benefit from a much larger pool of potential purchasers creating a greater demand and driving prices upward. Sales 2, 3, and 5 are smaller than the subject and were adjusted downward accordingly. Sales 1, 4, 6 and 7 are larger than the subject and were adjusted upward.

CONCLUSION: Land Value "As Is"

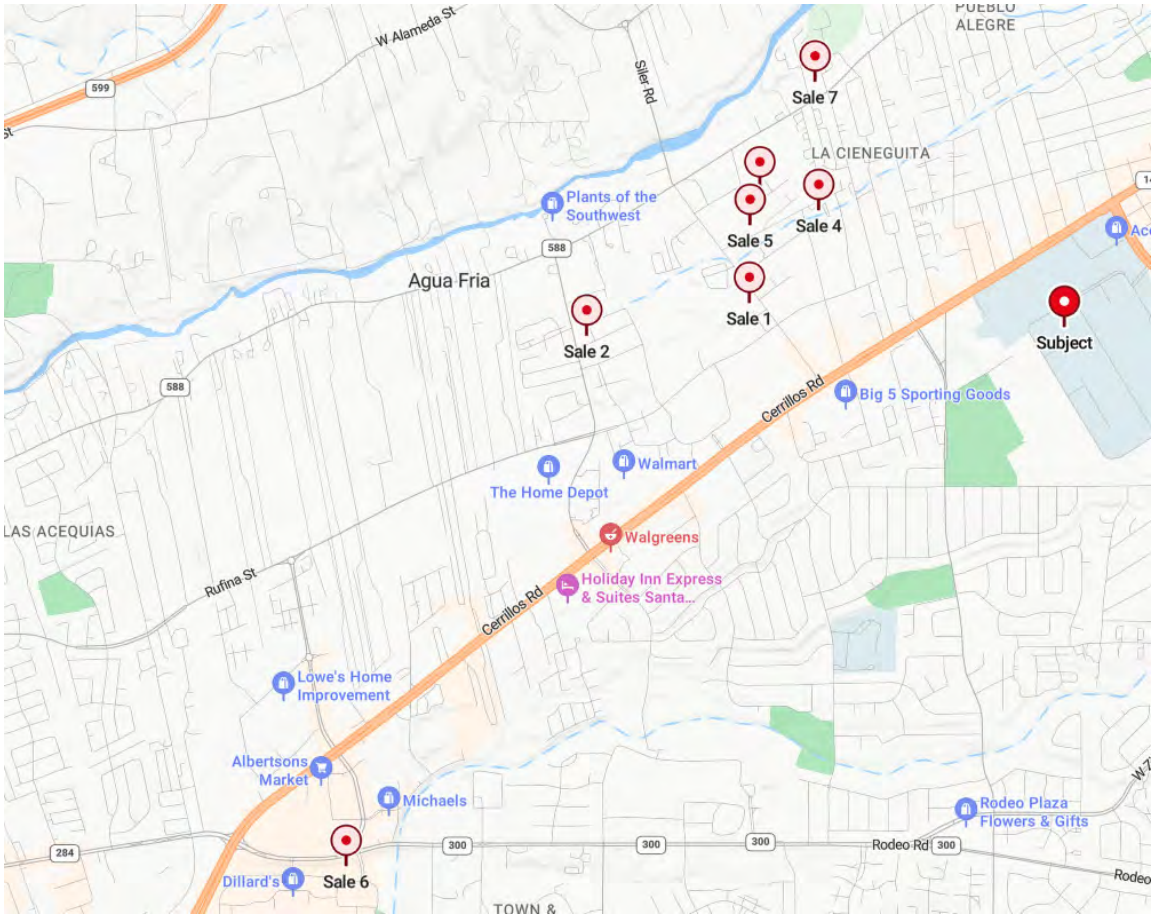
The adjusted sale prices of the comparable set range from $13.05/SF to $16.15/SF with a mean adjusted sale price of $14.39/SF and a median adjusted sale price of $14.50/SF. We accept an indication of market value near the median and the average of the comparable set as no individual sale is more indicative than another of the subject's potential market value.

We have also taken into consideration the sale of a +/- 2.5 acre parcel of C-2 land fronting Cerrillos Rd. to be developed into a self-storage facility. This property reportedly sold for $25/SF; however, the location is far superior compared to the subject. We also considered a 6.32 acre tract of land which is a pending sale of MU-zoned and entitled land (allowing for 70 apartments and 16 TH units) which is currently under contract for close to the purchase price of $2,300,000 or $8.35/SF. This property is far inferior with regards to location and zoning. Both projects, like the subject, are infill developments and we believe provide further support to the indication of market value concluded herein. From the indication of market value we will deduct the cost to demolish the subject improvements which have reached the end of their economic life estimated at $175,000.

Therefore, our opinion of market value "as though vacant" for the subject is as follows:

1600 St. Michael's Dr. Art Studios site	64,029	SF	x	$14.50	/SF	=	$928,421
Less Demolition Costs							-$175,000
Indication of Market Value "As Though Vacant"							$753,421
Indication of Fee Simple Market Value "As Though Vacant" (Rounded)							**$755,000**

COMPARABLE VACANT SALES MAP



Market Rent - BRUNN'S BARRACKS BUILDING

The Income Approach can be viewed as consisting of four primary steps: estimating revenue, vacancy, expenses, and capitalization. The market rent estimate is based on an analysis of ground leases. The subject's site area of 1.4699 acres or +/- 64,029 SF will be utilized in this analysis. Expenses for a ground lease are typically minimal, if not non-existent. An overall capitalization rate (OAR) was derived from the subject market's available ground lease sales data.

Market Rent – Ground Lease

Market rent for the subject site is estimated using comparable ground leases in the subject's market area. Properties similar to the subject, when leased, are typically structured on a Triple Net (NNN) or Absolute Net basis. We completed an extensive search for comparable ground leases in the subject's neighborhood to determine market ground rent for the subject site.

The subject lease is structured on an absolute net basis. The following chart summarizes the comparable rents information.

Rent Comparables (Ground Lease)

	Subject	Rent 1	Rent 1	Rent 2	Rent 3	Rent 4	Rent 5	Rent 6	Rent 7
	Mixed Use	*Live Work*	*Live Work*	*Live Work*	*Live Work*	*Retail*	*Retail*	*Retail*	*Live Work*
Address	1600 St. Michael's Dr., Santa Fe, NM	930 B/C Shoofly, Santa Fe, NM	924 Shoofly, Santa Fe, NM	930 A Shoofly, Santa Fe, NM	922 Shoofly, Santa Fe, NM	1226 Flagman Way, Santa Fe, NM	1225 Cerrillos Rd., Santa Fe, NM	1219 Cerrillos Rd., Santa Fe, NM	931 Shoofly, Santa Fe, NM
Execution Date	-	Dec-24	Sep-19	Feb-18	Dec-16	Jan-10	Jan-07	Jan-07	Feb-02
Type	-	Absolute Net	Absolute Net	Absolute Net	Absolute Net	Absolute Net	Absolute Net	Absolute Net	Absolute Net
Term	-	50 years	50 years	50 years	50 years	50 years	50 years	50 years	50 years
Options	-	One 40-year	Four 10- year	One 40-year	Four 10-year	one 40year	Two 20-year	Two 20-year	None
Escalations	-	CPI	CPI	CPI	CPI	CPI	CPI	CPI	CPI
Space Leased (Ac.)	1.47	0.11	0.28	0.15	0.37	0.35	0.81	0.43	0.68
Space Leased (SF)	64,029	4,635	12,001	6,723	16,055	15,420	35,348	18,729	29,637
Base Lease Rate	**-**	**$2.07**	**$1.04**	**$1.75**	**$1.20**	**$1.75**	**$2.59**	**$1.84**	**$0.50**
Current Lease Rate	**-**	**$2.07**	**$1.21**	**$2.10**	**$1.51**	**$2.36**	**$3.13**	**$2.15**	**$0.84**
Median	**$2.09**								
Average	**$1.92**								

Conclusion Market Rent

A property fronting Cerrillos Road in June 2013 was leased for $2.75/SF and two properties with inferior/interior locations were leased at $1.75/SF and $2.25/SF in 2019-2020. The exact locations of these leased sites are confidential. **Based on the subject's location and size, we estimate a ground lease rent for the subject toward the lower end of the comparable range or $1.20/SF.**

Other Considerations

In an Absolute Net lease structure the landlord does not have any expenses. The typical lease term is 20 to 50 years with four 10-year options or two 20-year options. The rates are adjusted by CPI annually or set increases every 5-10 years and upon option periods being exercised to reflect market rates. The All Urban Consumer Price Index (CPI) has historically been around 2% to 3% per year.

Following is our estimate of market rent over the next twenty-year time frame with annual escalations of 3.0% (average CPI forecast by FRED).

CONCLUSIONS –MARKET RENT (BASE YEAR)

Based on the data and analysis presented, our opinion of base-year market rent for the subject property assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT AS OF MARCH 16, 2026

$1.20 per Square Foot of Site Area or $76,835 per Year (Absolute Net)

Our opinion of average market rent over the entire term of a 20-year Absolute Net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$1.20	-	$76,835
Year 2	$1.24	3%	$79,140
Year 3	$1.27	3%	$81,514
Year 4	$1.31	3%	$83,959
Year 5	$1.35	3%	$86,478
Year 6	$1.39	3%	$89,073
Year 7	$1.43	3%	$91,745
Year 8	$1.48	3%	$94,497
Year 9	$1.52	3%	$97,332
Year 10	$1.57	3%	$100,252
Year 11	$1.61	3%	$103,260
Year 12	$1.66	3%	$106,357
Year 13	$1.71	3%	$109,548
Year 14	$1.76	3%	$112,834
Year 15	$1.82	3%	$116,220
Year 16	$1.87	3%	$119,706
Year 17	$1.93	3%	$123,297
Year 18	$1.98	3%	$126,996
Year 19	$2.04	3%	$130,806
Year 20	$2.10	3%	$134,730
Average	**$1.61**		**$103,229**

AVERAGE MARKET RENT OVER 20-YEAR TERM EFFECTIVE MARCH 16, 2026
$1.61 per Square Foot site area or $103,229 per Year (NNN)

As a crosscheck on the opinion of market rent concluded above we will capitalize the rental rate concluded above in order to arrive at an indication of market value "as though vacant."

Overall Capitalization Rate Indication

The RealtyRates.com-Investor Survey reports Q1 2026 OARs for apartment ground leases ranging from 3.94% to 10.81% with an average of 8.37% and for office ground leases ranging from 4.47% to 12.75% with an average of 8.91%.

Conclusion Overall Capitalization Rate

The comparable overall capitalization rates for ground-leased properties within New Mexico range from 4.0% to 7.07% with an average of 5.2%. Considering there will be no improvements on the site and the comparable set of overall rates, we accept an overall capitalization rate for the subject property of 8.0%. From this we will subtract the cost to demolish the improvements on site.

INCOME APPROACH-	Fee Simple
Net Operating Income	$76,834 or $1.20/SF
Land Rate – Cap Rate	8.0%
Resulting Value	$960,435
Less Demolition Costs	($175,000)
C**onclusion Income Approach (Rounded)**	**$785,000 or $12.26/SF**

Comparable fee simple land sales in the subject's neighborhood range from $11.86/SF to $17/SF. The comparables bracket the estimate of fee simple market value based on a market ground lease rate.

Reconciliation of Values:

Two approaches to value have been presented in this appraisal to provide an opinion of market value “as is” and market rent of the fee simple interest in the subject properties. The data collected for and subsequent analysis of each approach have been detailed and presented. The value indications are as follows:

	Market Value “As Is” Visual Arts	Market Value “As Though Vacant” Brunn’s Barracks Building
Sales Comparison Approach	**$6,290,000**	**$755,000**
Income Approach	**$6,260,000**	**$785,000**

The sales comparison approach gains strength from its close association with the actions of buyers and sellers in the marketplace and with the definition of market value. Properties similar to the subject are typically purchased as investment rental properties. The sales used in this report are considered adequate and indicative of current market conditions and thus provide a credible indication of market value for the subject property and will be given secondary consideration.

The income approach provides a highly credible indication of the subject’s market value and is given primary consideration. Properties similar to the subject would be purchased based on an analysis of operating income with an emphasis on investment yield. Overall, the comparable data is good and provides a credible indication of market rent and subsequent potential net income for the subject. The overall capitalization rates extracted from sales of similar properties in the market as well as the expert opinions of brokers familiar with the subject’s local market result in a credible market value indication from direct capitalization. In this instance, the Income Approach will be given primary consideration.

Our opinion of market value "as is" of the fee simple interest in the subject property – Visual Arts Building (effective March 16, 2026) is as follows:

SIX MILLION TWO HUNDRED SEVENTY THOUSAND DOLLARS

($6,270,000)

Our opinion of market value "as though vacant” of the fee simple interest in the subject property – Brunn’s Barracks Building Building (effective March 16, 2026) is as follows:

SEVEN HUNDRED FIFTY-FIVE THOUSAND DOLLARS

($755,000)

Market Rent

We gathered data on comparable lease rates. Both the quality and quantity of data analyzed were good. After confirming and analyzing all data for the subject and the market, we developed our opinion of market rent which is summarized as follows:

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Visual Arts Center) assuming a triple net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT VISUAL ARTS CENTER EFFECTIVE MARCH 16, 2026

$14.75 per Square Foot or $515,335 per Year (NNN)

Our opinion of average market rent over the entire term of a 5-year triple net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$14.75	-	$515,483
Year 2	$15.19	3%	$530,947
Year 3	$15.65	3%	$546,876
Year 4	$16.12	3%	$563,282
Year 5	$16.60	3%	$580,181
Year 6	$17.10	3%	$597,586
Average	**$15.90**		**$555,726**

AVERAGE MARKET RENT OVER FIVE-YEAR TERM AS OF MARCH 16, 2026
$15.90 per Square Foot or $555,726 per Year (NNN)*

*Based on the Landlord being responsible for management and reserves for replacement

Based on the data and analysis presented, our opinion of base-year market rent for the subject property (Brunn's Barracks Building) assuming an absolute net lease agreement, effective March 16, 2026, is as follows:

BASE-YEAR MARKET RENT BRUNN'S BARRACKS BUILDING AS OF MARCH 16, 2026

$1.20 per Square Foot of Site Area or $76,835 per Year (Absolute Net)

Our opinion of average market rent over the entire term of a 20-year Absolute Net lease agreement beginning March 16, 2026 is as follows:

Year	Rent	Escalations	Annual Rent
Year 1	$1.20	-	$76,835
Year 2	$1.24	3%	$79,140
Year 3	$1.27	3%	$81,514
Year 4	$1.31	3%	$83,959
Year 5	$1.35	3%	$86,478
Year 6	$1.39	3%	$89,073
Year 7	$1.43	3%	$91,745
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Year 18	$1.98	3%	$126,996
Year 19	$2.04	3%	$130,806
Year 20	$2.10	3%	$134,730
Average	**$1.61**		**$103,229**

AVERAGE MARKET RENT OVER 20-YEAR TERM AS OF MARCH 16, 2026
$1.61 per Square Foot site area or $103,229 per Year (Absolute Net)*

*Based on the landlord being responsible for no expenses

CERTIFICATION

The undersigned certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.
- We have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or approval of a loan.
- Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Kathleen Burmeister has inspected the subject property, the neighborhood, and the comparables used in arriving at the value estimate reported. The research, analysis and report were completed by Anthony Kuna and Kathleen Burmeister.
- the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
- We have not provided any services pertaining to the subject property within the three-year period preceding the effective date of this appraisal.
- We certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- Kathleen Burmeister and Anthony Kuna have completed the continuing education requirements of the Appraisal Institute for the MAI Designation.

This opportunity to provide appraisal services to your organization is appreciated, and questions from authorized users of the report will be welcomed if any aspect of the research or analysis requires clarification.

Respectfully submitted,

DOMINION PROPERTY ADVISORS

ANTHONY KUNA
GENERAL CERTIFIED APPRAISER, NM #3041-G

KATHLEEN BURMEISTER
GENERAL CERTIFIED APPRAISER, NM #03025-G

ADDENDA

National Flood Hazard Layer FIRMette

FEMA

105°59'7"W 35°39'42"N

105°58'30"W 35°39'13"N

0 250 500 1,000 1,500 2,000 Feet

1:6,000

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone D*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 Cross Sections with 1% Annual Chance
- 17.5 Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/16/2026 at 4:44 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

(D) **Midtown Local Innovation Corridor (Midtown LINC) Overlay District**

(Ord. No. 2016-39 § 1)

(1) Purpose and Intent

The purpose and intent of the Midtown Local Innovation Corridor (LINC) Overlay District is to:

(a) Strengthen and animate the built environment and the business and population links within the demographic and geographic center of the city between the existing employment centers of the Midtown Planned Unit Development (previously the campus of the Santa Fe University of Art and Design and the College of Santa Fe) and surrounding uses to the west and the Christus St. Vincent Regional Medical Center and related medical uses to the east;

(b) Incentivize multi-family residential development, complementary non-residential uses, and an enlivened, street-oriented pedestrian environment by freeing development capacity of existing under-developed land and buildings for these targeted uses, while allowing existing uses to continue as redevelopment occurs;

(c) Allow for innovative development and redevelopment of the district while providing buffering between the district and existing residential development outside of the district by the application of amended land development regulations and fees and by establishing conditions precedent for future infrastructure enhancements and the application of other redevelopment and financing tools;

(d) Promote a more healthy, safe, and enjoyable environment within the city's midtown area through the enhancement of pedestrian and bicycle accessibility and safety, landscaping and other street-related amenities and the eventual reduction of traffic speeds and provision of on-street parking, bicycle lanes, and improved crosswalks; and

(e) Provide flexibility in sign design and location so as to maintain effective communication, business identification and wayfinding for existing buildings whose visibility may be reduced by new development.

(2) Boundaries

The Midtown LINC Overlay District includes land in the vicinity of the St. Michael's Drive *right-of-way* from the eastern edge of the Cerrillos Road *right-of-way* to the western edge of the St. Francis Drive *right-of-way* , and additional land in the vicinity of the Midtown Planned Unit Development as shown on the Midtown LINC Overlay District Map.

Editor's Note: The Midtown LINC Overlay District Map can be found as Exhibit E, in the Appendix of Chapter 14, Land Development.

(3) Applicability

(a) The provisions of this Subsection 14-5.5(D) apply to all land within the boundaries of the Midtown LINC Overlay District and shall supersede the provisions that apply to any other overlay district(s) that overlap in whole or in part with the Midtown LINC Overlay District, including, but not limited to, the South Central Highway Corridor Protection District as set forth in Subsection 14-5.5(A).

(b) New *development* shall comply with the provisions of this subsection.

(c) *Alterations* to existing *structures* shall comply with the provisions of this subsection to the extent practical or feasible as determined by the *land use director* .

(4) Permitted Uses; Qualifying Projects

(a) Permitted and Prohibited Uses.

Permitted uses and structures within the Midtown LINC Overlay District are the same as those permitted in underlying zoning districts except as provided in Table 14-5.5-2 or as permitted for *qualifying projects* as defined in this subsection.

Table 14-5.5-2: Midtown LINC Overlay District - Additional Permitted & Prohibited Uses[1]

ADDITIONAL USES		**PROHIBITED USES**	
CATEGORY	**Specific Use**	**CATEGORY**	**Specific Use**
RESIDENTIAL	Dwellings, Multiple-family	RESIDENTIAL	Mobile homes; Mobile home parks
		COMMERCIAL	Sexually Oriented Businesses
			Vehicles and Equipment [2]
			Outdoor Storage
			Storage [3]
			Industrial [4]
			Warehouse & Freight Movement
NOTES:			

Table 14-5.5-2: Midtown LINC Overlay District - Additional Permitted & Prohibited Uses[1]

ADDITIONAL USES		PROHIBITED USES	
CATEGORY	**Specific Use**	**CATEGORY**	**Specific Use**
1. Uses listed are additions to, or deletions from, the list of otherwise permitted uses within underlying zoning districts. See Table 14-6.1-1 for a complete listing of use categories and permitted uses per underlying zoning district. See Table 14-5.5-4 for additional uses permitted if associated with a *qualifying project*.			
2. Parking lots and garages are permitted as *accessory* uses when associated with a *qualifying project*.			
3. Individual storage areas enclosed within a building and that are part of a *qualifying residential project* are permitted.			
4. Research, experimental and testing laboratories are permitted.			

(b) Qualifying Projects.
As used in this Subsection 14-5.5(D):

(i) *Qualifying project* means a new *development* within the Midtown LINC Overlay District that complies with the requirements of this Subsection 14-5.5(D) and that is either a *qualifying residential project* or a *qualifying non-residential project* as defined in this subsection.

(ii) *Qualifying residential project* means a new *development* that: (a) is composed solely of new *multiple-family dwellings*, or (b) results in a *development* that is a mix of primarily new *multiple-family dwellings* and any lesser amount and combination of the eligible non-residential uses listed in Table 14-5.5-3 as measured by *gross floor area*.

(iii) *Qualifying non-residential project* means a new *development* that is composed of a new *building* or *buildings*, or of *alterations* to an existing *building* or buildings, for the eligible uses identified in Table 14-5.5-3.

(iv) *Development* projects not meeting the definitions of this Subsection 14-5.5(D)(4)(b) are permitted as provided in Subsection 14-5.5(D) but are not *qualifying projects*.

(v)

The *land use director* may adopt submittal requirements and review policies in accordance with Subsection 14-2.11(B) as necessary to verify that *qualifying projects* meet the requirements of this Subsection 14-5.5(D).

Table 14-5.5-3: Midtown LINC Overlay District - Non-Residential Uses Eligible for *Qualifying Projects*

USE CATEGORIES[1]	**For Inclusion in *Qualifying Residential Projects***	**As *Qualifying Non-Residential Projects***
Pre-Schools, Daycare for Infants & Children (All)	P	P
Education (All; including Libraries)	P	P
Community Centers & Institutions (All)	P	P
Parks and Open Space (All) [2]	P	P
Arts Activities (All)	P	P
Assembly	P	
Food and Beverage (All) [3]	P	P
Medical (All)	P	P
Public Transportation	P	
Recreation and Entertainment (All)	P	P
Retail Sales and Services (All)	P	P [8]
Service Establishments (All)	P	P

Table 14-5.5-3: Midtown LINC Overlay District - Non-Residential Uses Eligible for *Qualifying Projects*

USE CATEGORIES[1]	**For Inclusion in *Qualifying Residential Projects***	**As *Qualifying Non-Residential Projects***
Storage [4]	P	
Vehicles and Equipment [5]	P	
Industrial [6]	P	P
Manufacturing and Production [7]	P	P

NOTES:

1. Eligible uses listed in this table are permitted uses when part of a *qualifying project*. See Table 14-6.1-1 for a complete listing of use categories and permitted uses in underlying zoning districts.

2. Except cemeteries, mausoleums & columbariums.

3. Except restaurants with drive-through/drive-up service.

4. Only individual storage areas completely enclosed within a building and that are intended to serve the associated *qualifying residential project*.

5. Only parking lots and garages that are intended to serve the associated *qualifying project*.

6. Research, experimental and testing laboratories only.

7. Light assembly and manufacturing (including "maker" spaces) only.

8. Neighborhood grocery stores and laundromats only.

(5) General Standards

(a) Unless otherwise specified in this Subsection 14-5.5(D), permitted uses and *development* standards within the Midtown LINC shall conform to the requirements of the underlying zoning district of a property.

(b) The *land use director* may permit alternate means of compliance with the provisions of this subsection as provided in Subsection 14-2.11(C).

(c) In the event of conflicts between the requirements of this Subsection 14-5.5(D) and the requirements of underlying zoning districts, platted *building setbacks* or existing easements, the requirements of this subsection shall apply.

(6) Building Envelope Standards and Measurements

Table 14-5.5-4: Table of Dimensional Standards for the Midtown LINC Overlay District

DEVELOPMENT TYPE	Max. Gross Density (Dwelling units/Acre)	Min. Lot Size	Max. Height of Structures (Feet)[1]	Yard Requirements (Feet)	Max. Lot Coverage (%)	Min Req Ope Spa
Qualifying Residential Projects (As defined in Subsection 14-5.5(D))	N/A	Same as C-2 District	52 [2]	Minimum Street: 0 [3] Side: 5 Rear: 10 [4] Maximum Street: 5 [5]	None	Sam C-2 (See 7.5(

Table 14-5.5-4: Table of Dimensional Standards for the Midtown LINC Overlay District

DEVELOPMENT TYPE	Max. Gross Density (Dwelling units/Acre)	Min. Lot Size	Max. Height of Structures (Feet)[(1)]	Yard Requirements (Feet)	Max. Lot Coverage (%)	Min Req Ope Spa
All Other Development	Same as C-2 District	Same as C-2 District	Per Underlying District Standards; Santa Fe University of Art and Design Campus (SFUAD): 62	Per Underlying District Standards except as noted below Maximum Street: 5 [(3, 5)]	Per Underlying District Standards	Per Unc Dist Star

NOTES:

1. Elevator "over-runs" and renewable energy generating equipment less than ten (10) feet h (such as solar photovoltaic panels and wind turbines) mounted on buildings shall not be incl in the calculated height of a building.

2. Maximum height of structures fifty-two (52) feet, except where any portion of a structure associated with a qualifying residential project will be located within one hundred fifty (150) an existing residential development located outside of the Midtown LINC Overlay District, in case the maximum height of a structure associated with a qualifying residential project withi above limits shall be thirty-eight (38) feet.

3. Except that 4th stories along street-frontage façades shall be set back a minimum of ten (feet from the story below.

Table 14-5.5-4: Table of Dimensional Standards for the Midtown LINC Overlay District

DEVELOPMENT TYPE	Max. Gross Density (Dwelling units/Acre)	Min. Lot Size	Max. Height of Structures (Feet)[(1)]	Yard Requirements (Feet)	Max. Lot Coverage (%)	Min Req Ope Spa
4. Rear yard ten (10) feet, except at the rear of a lot abutting an existing residential developr in which case there shall be a required rear yard of not less than twenty-five (25) feet.						
5. Maximum Street yard five (5) feet, except that: (a) up to thirty (30) percent of a street-fron façade may be set back greater than five (5) feet for entryways and integral courtyards, or to accommodate other aspects of a building's design, and (b) street-frontage façades may be se greater than five (5) feet in locations where existing utility easements prevent compliance wi requirement.						
6. Except for the open space associated with institutional buildings, which may be considere collectively, as distributed among multiple lots within the same block.						

(7) Site Design, Circulation and Parking

(a) New *buildings* or additions to existing *buildings* shall be oriented so that their primary *façades* face St. Michael's Drive, Cerrillos Road, or other *street frontages* as applicable.

(b) Perimeter screening of parking areas shall be in accordance with Subsection 14-8.4(I)(2) except that *screening* walls, hedges or berms shall not exceed four feet at maturity and shall be provided with multiple openings adjacent to *street frontages* to maximize of pedestrian permeability between *street* sidewalks and parking areas.

(c) Sidewalks along the *street frontages* of St. Michael's Drive and Cerrillos Road shall be provided in accordance with Section 14-9.2(E), Sidewalks, and shall be a minimum of fifteen (15) feet wide. Where existing sidewalks are widened to meet this requirement, the widening shall occur on the *building* side of the existing sidewalk.

(d) Vehicular access shall be from the side or rear of the *lot* to the extent possible.

(e) Vehicular access between and among adjacent *lots* shall be provided where possible.

(f) New *buildings* shall have accessible pedestrian connections to St. Michael's Drive or Cerrillos Road as applicable. *Building* entrances shall have the same general elevation as the *street frontage* sidewalks adjacent to the entrance. Site grading

shall not result in the need for steps or ramps from the street frontage sidewalk to the *building*. Visual and physical barriers to *building* entrances shall be minimized.

(g) Sidewalks and other pedestrian pathways connecting *buildings* to the *street* and to parking areas shall be a minimum of six (6) feet wide and shall be clearly defined.

(h) Loading docks shall be located at the side or rear of *buildings* and shall be fully screened so that the loading dock is not visible from St. Michael's Drive or Cerrillos Road as applicable. The *screening* shall be integrated with the *building* architecture, materials and construction.

(i) Electrical transformers and trash enclosures shall be located at the side or rear of *buildings* and shall be screened from view of public roadways and sidewalks by walled enclosures or landscape *screening*. *Wall*-mounted utility boxes shall be painted the same color as the nearest *building* on site.

(j) Water system backflow preventers shall be located inside *buildings*. Where it is not feasible to locate a water system backflow preventer inside a *building*, the backflow preventer shall be located at the side or rear of *buildings* and shall be screened from view of adjacent public roadways and sidewalks by walled enclosures or landscape *screening*.

(k) The amount of off-street bicycle parking required by Subsection 14-8.6(E) shall be increased by twenty-five (25) percent.

(8) Architecture

In addition to the requirements of Section 14-8.7, Architectural Design Review, the following provisions shall apply:

(a) *Lot* configuration and available *street frontage* permitting, the longest *façade* of all new *buildings* on *lots* abutting St. Michael's Drive or Cerrillos Road shall be aligned parallel with the *street frontage* of St. Michael's Drive or Cerrillos Road as applicable.

(b) The primary entrance to any new *building* on a *lot* abutting St. Michael's Drive or Cerrillos Road shall be visible from St. Michael's Drive or Cerrillos Road as applicable.

(c) *Building walls* along *street frontages* shall not extend more than twenty feet, measured horizontally, without openings. Doors, windows or display windows shall be considered openings.

(d) Doors intended for vehicular access to *buildings* on *lots* abutting St. Michael's Drive or Cerrillos Road shall not face St. Michael's Drive or Cerrillos Road as applicable.

(e) Except as noted in this subsection, rooftop equipment shall be fully screened so that the equipment is not visible from the adjacent *public rights-of-way*. *Screening* shall be integrated with the associated *building's* architecture, materials and construction. *Screening* of renewable energy generating equipment (such as solar photovoltaic panels and wind turbines) mounted on *buildings* is not required; however such equipment shall be incorporated into the architectural design of a *building* to the extent possible.

(9) Landscaping Standards

In addition to the requirements found in Section 14-8.4, Landscape and Site Design, the following provisions shall apply:

(a) On-site storm water *detention* or *retention* facilities shall be located underground unless constructed as part of parks or open space, or unless constructed as part of an *active water harvesting* system, in which case the *active water harvesting* system shall be incorporated into the architectural design of a *building* to the extent possible.

(b) *Qualifying residential projects* shall provide a minimum five (5) foot wide landscaped area around the base of exterior *building walls*, except for qualifying residential projects within the Midtown Planned Unit Development, which do not have a required minimum landscaped area.

(c) *Street trees* shall be planted at a maximum spacing of thirty (30) feet on-center along the *street frontages* of *development* sites on St. Michael's Drive or Cerrillos Road as applicable. Existing *street trees* within the above areas may be counted toward this requirement. *Street trees* shall have a minimum four (4) inch *caliper* at time of planting and shall have a minimum mature height of twenty-five (25) feet. The required spacing of *street trees* may be adjusted to allow for the clustering of trees as part of a *development's* landscape design as determined by the *land use director*. The location and minimum mature height of *street trees* may be adjusted where conflicts exist with overhead or underground utility lines, *wall*- or *building*-mounted signage, site visibility triangles, crosswalks, bus stops, or on-street parking spaces.

(d) A minimum of thirty (30) percent of required plant material shall be evergreen.

(e) Areas of the *parkway* that are located along the *street frontages* of *development* sites, and that are not developed with sidewalks as required by Subsection 14-5.5(D)(7)(c), shall be *landscaped* as part of the required *landscaping* of a *development*.

(f) *Qualifying non-residential projects* and other non-residential *development* adjacent to existing *residential development* located outside of the Midtown LINC Overlay District shall provide a continuous *landscaped* buffer strip of not less than fifteen (15) feet where abutting the existing *residential development*. Plant material in the *landscaped* buffer strip shall conform to the requirements for open space provided in Subsection 14-8.4(H).

(10) Signage

In addition to the requirements found in Section 14-8.10, Signs, the following provisions shall apply:

(a) Pole-mounted *signs* are prohibited.

(b) Monument *signs* shall not exceed four feet in height.

(c) *Signs* shall be setback a minimum of fifteen (15) feet from any *public right-of-way* unless *wall*- or *building-mounted signs* or *directional signs*.

(d) *Wall*- or *building-mounted signs* shall not extend above the roofline or parapet.

(e) Roof-mounted *signs* are prohibited.

(f) The provisions of Subsection 14-8.10(B)(4), Maximum Number of Colors and Lettering Styles, do not apply within the Midtown LINC Overlay District.

(g) The provisions of Subsection 14-8.10(B)(5)(d) do not apply to *signs* mounted on the *building walls* of *qualifying projects* within the Midtown LINC Overlay District.

(h) *Wall signs* associated with a *qualifying project* within the Midtown LINC Overlay District and whose *sign* faces are mounted perpendicular to a *building wall* may extend up to five (5) feet from the *wall*, including *signs* that project over a front

property line, providing that such a *sign* shall not impede or endanger pedestrian or vehicular traffic.

(11) Site Furnishings

(a) A minimum of one bench per ten thousand (10,000) gross square feet of ground-floor *building* area is required on the site and shall be located adjacent to the *street frontage* of the *development* , or to the primary *building* entrance, or within a public or private amenity provided by the *development* .

(b) At least one bench per *development* shall be shaded by a tree or a shade structure.

(c) Where multiple benches are required, a trash receptacle shall be provided adjacent to one of the benches.

(d) All site furnishings on a *development* site, including bicycle racks required by Subsection 14-8.6(E), benches, trash receptacles and light fixtures shall be of a coordinated design style and color.

(12) Outdoor Lighting

In addition to compliance with Section 14-8.9, Outdoor Lighting, the following provisions apply:

(a) Pole-mounted lights shall not exceed twenty (20) feet in height and shall not be placed within buffer strips as required by Subsection 14-5.5(D)(9)(f).

(b) Lamps of *building* -mounted light fixtures shall not be placed more than twelve (12) feet above the exterior grade at the perimeter of a *building* unless the outdoor lighting is part of the illumination of a *wall* -mounted *sign* in accordance with Subsection 14-5.5(D)(10)(g).

(13) Additional Requirements for *Qualifying Projects*

In addition to the requirements of this Subsection 14-5.5(D), qualifying projects shall comply with the following requirements:

(a) *Qualifying projects* shall utilize a detailed alternative development water budget ("Option B" water budget) in accordance with Subsection 14-8.13(B)(2)(b) and applicable adopted administrative procedures.

(b) *Qualifying projects* shall utilize the following water-saving fixtures, appliances, and systems where applicable, throughout all new construction:

(i) Waterless urinals;

(ii) Dual-flush, high-efficiency toilets (HETs) (rated 1.28 gallons or less per flush);

(iii) EPA WaterSense ® certified showerheads (or equivalent fixtures rated at 2.0 gallons per minute or less);

(iv) ENERGY STAR ® compliant clothes washers;

(v) *Active water harvesting systems.*

(c) The *land use director* shall not issue a construction *permit* for a *qualifying project* until a restrictive covenant is recorded by the owner of the *development* at the office of the county clerk that requires that the *development* will contain no uses that do not meet the requirements for a *qualifying project* for a period of at least ten (10) years from the completion of the project's construction. The covenant shall be in a form approved by the *land use director* and the city attorney and shall be notarized prior to recordation. The

covenant shall be considered part of a *development* plan approved pursuant to Subsection 14-3.8(B)(9). The *land use director* shall maintain copies of recorded covenants pursuant to the provisions of this subsection.

(14) Fee Incentives for *Qualifying Projects*

The following fee incentives apply to *qualifying projects* within the Midtown LINC Overlay District:

(a) Construction Permit Fees; Plan Review Fees

Qualifying projects are exempt from the payment of construction permit fees and plan review fees as set by Resolution of the governing body, as may be amended from time to time.

(b) Development Review Fees

Qualifying projects are exempt from the payment of development review fees as set by Resolution of the governing body, as may be amended from time to time.

(c) Development Water Budget Fees

Qualifying projects shall obtain water to meet approved *development* water budgets through the water rights transfer program or through the water conservation credit program or through a combination of both, and at the reduced rate specified in Subsection 14-8.13(E).

(d) Impact Fees

Qualifying projects are exempt from the payment of impact fees in accordance with Subsection 14-8.14(D).

(e) Wastewater Utility Expansion Charge (UEC)

The wastewater utility expansion charge (UEC) is waived for *qualifying projects* in accordance with Article 22-6.6, Exhibit A, Section 7.

(f) Water Utility Expansion Charge (UEC)

Qualifying projects are exempt from the payment of the water utility expansion charge (UEC) in accordance with Article 25-4.2, Exhibit B, Rate Schedule 8.

(15) Review

This Subsection 14-5.5(D) shall be reviewed by the governing body three (3) years after the date of its adoption.

(Ord. No. 2019-19, §§ 1, 2; Ord. No. 2022-19, § 1)

1645 Galisteo

Location

Property ID	7662	State	New Mexico
Address	1645 Galisteo	Zip Code	87505
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Medical Office
Legal Description	T17N R9ES35, CHURCH OF CHRIST S/D, TRACT B		

Land

Tax Parcel Number	18311162		
Land Acres	0.50101	Floor to Area Ratio	0.29
Land Sq Ft	21,824	Zoning Code	HZ
Land to Building Ratio	3.39		

Building

GBA	6,431	Last Renovation Year	2021
Year Built	2000	Percent Renovated	100.0
Property Renovations?	Yes		

Building Finish

Construction Quality	Good	Construction Class	D - Wood Frame and S - Steel Frame

Office Related

Largest Tenant Size (SF)	6,431

Sale Transaction

Sale Status	Recorded	Proposed Use Change?	No
Seller	TNT RE LLC	Sale Confirmed With	Paul Duran KW
Buyer	Kamp Investments LLC	Confirmed With Phone	505-310-5566
Sale Date	01-03-2025	Occupancy at Sale	100.0%
Recording Date	01-03-2025	Single-Tenant Net Lease Sale?	Yes
Sale Price	$2,025,000	Tenant at Sale	VEP NM1 LLC
Asking Price	$2,200,000	Lease Expenses at Sale	Triple Net
Sale Price/List Price Ratio	92%	Lease Expiration Date at Sale	01-31-2026
Conveyance Document Type	Warranty Deed	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Recording Number	2050029		
Days on Market	431	Sale ID	6713
Sale History	The tenant exercised their 5- year renewal option extending the lease until 2031		

Analysis

Property Rights Conveyed	Leased Fee	Adjusted Sale Price	$2,025,000

4343 Pan American Fwy NE

Location

Property ID	7749	Zip Code	87107
Address	4343 Pan American Freeway NE	MSA	Albuquerque
City/Municipality	Albuquerque	Submarket Area	North I-25
County	Bernalillo	Property Use	Office Building
State	New Mexico		
Legal Description	Subdivision INTERSTATE BUSINESS PARK Tract 1		

Land

Tax Parcel Number	101606010843520701		
Land Acres	1.67300	Zoning Code	NR-GM
Land Sq Ft	72,876	Shape	Rectangular
Land to Building Ratio	2.90	Topography	Level
Floor to Area Ratio	0.34	Grade	At street grade

Building

GBA	25,134	Number of Stories	1
Rentable Area	25,134	Number of Tenants	6
Efficiency (RA/GBA)	100.00%	Number of Units	6
Density (Units/Acre)	3.59	Average Unit SF	4,189
Year Built	2008	Number of Parking Spaces	115
Last Renovation Year	2020	Parking Ratio GBA	4.58
Number of Buildings	1	Parking Ratio NRA	4.58

Building Finish

Construction Quality	Average	Building Condition	Average
Construction Class	D - Wood Frame and Brick/Stucco		

Sale Transaction

Sale Status	Recorded	Sale Price/List Price Ratio	102%
Seller	4343 PAN AMERICAN NE LLC	Conveyance Document Type	Special Warranty Deed
Buyer	GUERRA ORUS TRUST	Recording Number	2024069428
Sale Date	10-01-2024	Sale Confirmed With	Confidential
Sale Price	$4,525,000	Confirmation Date	03-14-2025
Asking Price	$4,450,000	Sale ID	6801

Analysis

Property Rights Conveyed	Leased Fee	Conditions of Sale	Arm's-Length
Financing Terms	Cash to Seller	Adjusted Sale Price	$4,525,000

Operating Data

	Actual
NOI	$334,094
Pre-Tax Cash Flow	$334,094

Location

Property ID	7388	Zip Code	87109
Address	4401 Masthead St NE	MSA	Albuquerque
City/Municipality	Albuquerque	Submarket Area	North I-25
County	Bernalillo	Property Use	Office Building
State	New Mexico		
Legal Description	Lot 12 Plat of Journal Center Phase 2 Unit 1		
Additional Location Info	NWC Masthead and Tiburon		

Land

Tax Parcel Number	101706326825030410		
Land Acres	4.26600	Usable Land Percent	0.0%
Land Sq Ft	185,827	Zoning Code	NR-BP
Land to Building Ratio	2.79	SF in Flood Plain	0
Floor to Area Ratio	0.36	Flood Area %	0.00%

Building

GBA	66,550	Percent Office	0.0%
Rentable Area	66,550	Occupancy Type	Mix of Average and National Credit
Efficiency (RA/GBA)	100.00%		
Year Built	2004	Predominant Lease Type	Full Service Gross
Number of Buildings	1	Number of Parking Spaces	316
Number of Stories	2	Parking Ratio GBA	4.75
		Parking Ratio NRA	4.75

Building Finish

Construction Quality	Good - Exc.	Building Condition	Good
Construction Class	C - Concrete Tilt Up	Roof Material	Bituminous

Sale Transaction

Sale Status	Recorded	Sale Confirmed With	Tom Jenkins CBRE
Seller	NEW PRIMETIME HOSPITALITY LLC	Inspection Type	Exterior only
		Occupancy at Sale	100.0%
Buyer	PNMR SERVICES CO	Single-Tenant Net Lease Sale?	No
Sale Date	06-21-2023	Sale ID	6428
Sale Price	$14,000,000		
Conveyance Document Type	Warranty Deed		
Recording Number	2023038387		
Sale Confirmed By	KM		
Sale Remarks	PNM had a related contractor (Burns & McDonnell) in tow to move into the 19,900-sf vacancy. With this tenant, the building was 100% occupied at time of sale.		

Analysis

Property Rights Conveyed	Leased Fee	Conditions of Sale	Arm's-Length
Financing Terms	Cash to Seller	Adjusted Sale Price	$14,000,000

Cost Analysis

Contributory Value of Land	$0	Improvement Value per SF	$210.37
Land Value Per Acre	$0	Improvements Value Per Acre	$3,281,763
Land Value Per SF	$.00	Contributory Value of Improvements	$14,000,000

Operating Data

	Actual
NOI	$1,236,200
Pre-Tax Cash Flow	$1,236,200

Indicators

	Actual
OAR	8.83%

Adjusted Price Indices

Adjusted Price/SF of GBA	$210.37	Adjusted Price/Acre	$3,281,763
Adjusted Price/SF of RA	$210.37	Adjusted Price/SF of Land	$75.34

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$210.37	Unadjusted Price/Acre	$3,281,763
Unadjusted Price/SF of RA	$210.37	Unadjusted Price/SF Land	$75.34

Sale Unit of Measure (Per SF RA)

	Actual		**Stabilized**
PGI Per SF	$.00	PGI Per SF	$.00
Vacancy Per SF	$.00	Vacancy Per SF	$.00
EGI Per SF	$.00	EGI Per SF	$.00
Fixed Exp. Per SF	$.00	Fixed Exp. Per SF	$.00
Variable Exp. Per SF	$.00	Variable Exp. Per SF	$.00
NOI Per SF	$18.58		

7425 Jefferson St NE

Location

Property ID	7328	Zip Code	87109
Address	7425 Jefferson St NE	MSA	Albuquerque
City/Municipality	Albuquerque	Submarket Area	North I-25
County	Bernalillo	Property Use	Office Building
State	New Mexico		
Legal Description	Subdivision JOURNAL CTR PHASE 2 UNIT 1 Tract 9A1A1		

Land

Tax Parcel Number	101706330018530621		
Land Acres	2.77000	Shape	Nearly Rectangular
Land Sq Ft	120,661	Topography	Level
Land to Building Ratio	2.80	Grade	At street grade
Floor to Area Ratio	0.36		

Building

GBA	43,035	Number of Stories	2
Rentable Area	43,035	Number of Parking Spaces	191
Efficiency (RA/GBA)	100.00%	Parking Ratio GBA	4.44
Year Built	2011	Parking Ratio NRA	4.44
Number of Buildings	1		

Building Finish

Construction Quality	Average	Building Condition	Average
Construction Class	D - Wood Frame and Brick/Stucco		

Sale Transaction

Sale Status	Recorded	Conveyance Document Type	Special Warranty Deed
Seller	TITAN TIBURON LLC	Recording Number	2023030316
Buyer	NM MTG FINANCE AUTH	Sale Confirmed With	NAI SunVista
Sale Date	05-16-2023	Confirmation Date	02-05-2024
Sale Price	$10,000,000	Sale ID	6368

Analysis

Property Rights Conveyed	Fee Simple	Conditions of Sale	Arm's-Length
Financing Terms	Cash to Seller	Adjusted Sale Price	$10,000,000

Adjusted Price Indices

Adjusted Price/SF of GBA	$232.37	Adjusted Price/Acre	$3,610,108
Adjusted Price/SF of RA	$232.37	Adjusted Price/SF of Land	$82.88

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$232.37	Unadjusted Price/Acre	$3,610,108
Unadjusted Price/SF of RA	$232.37	Unadjusted Price/SF Land	$82.88

820 Trinity

Location

Property ID	7597	State	New Mexico
Address	820 Trinity Dr.	Zip Code	87544
City/Municipality	Los Alamos	MSA	Santa Fe
County	Los Alamos	Property Use	Mixed Use Office
Legal Description	SUBD: MARI MAC VILLAGE LOT: 002B S: 15 T: 19N R: 6E		

Land

Tax Parcel Number	1034112179294		
Land Acres	0.38300	Floor to Area Ratio	0.60
Land Sq Ft	16,683	Zoning Code	DT-TCO
Land to Building Ratio	1.67		

Building

GBA	9,968	Property Renovations?	No
Year Built	1981	Number of Buildings	1
Year Built Comments	20-25 years effective age	Number of Stories	2

Building Finish

Construction Quality	Average	Construction Class	D - Wood Frame and Stucco

Sale Transaction

Sale Status	Recorded	Conveyance Document Type	Warranty Deed
Seller	Ohlsen Family Trust IV	Book/Page	198/797
Buyer	Luminosa LLC	Recording Number	252912
Sale Date	09-01-2022	Days on Market	200
Recording Date	09-01-2022	Sale Confirmed With	Paul Duran Keller Williams
Sale Price	$1,887,500	Single-Tenant Net Lease Sale?	No
Asking Price	$2,261,000	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Sale Price/List Price Ratio	83%		
		Sale ID	6645

Analysis

Adjusted Sale Price	$1,887,500

Operating Data

	Actual
NOI	$169,568
Pre-Tax Cash Flow	$169,568

Indicators

	Actual
OAR	8.98%

Adjusted Price Indices

Adjusted Price/SF of GBA	$189.36	Adjusted Price/SF of Land	$113.14
Adjusted Price/Acre	$4,928,198		

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$189.36	Unadjusted Price/SF Land	$113.14
Unadjusted Price/Acre	$4,928,198		

800 Trinity Dr

Location

Property ID	7598	State	New Mexico
Address	800 Trinity Dr.	Zip Code	87544
City/Municipality	Los Alamos	MSA	Santa Fe
County	Los Alamos	Property Use	Mixed Use Office
Legal Description	Mary Mac 2A Units F, G, H, I , J-1		

Land

Tax Parcel Number	10341122372960008
Zoning Code	DTTCO
Additional Site Info	Five condos within a condominium site

Building

GBA	10,967	Number of Units	5
Year Built	1980	Occupancy Type	Average Credit/Local
Year Built Comments	20-25 years		

Building Finish

Construction Quality	Average	Construction Class	D - Wood Frame and Stucco

Sale Transaction

Sale Status	Recorded	Book/Page	198/800
Seller	Ohlsen Family Trust	Recording Number	252915
Buyer	Luminosa LLC	Days on Market	200
Sale Date	09-01-2022	Sale Confirmed With	Paul Duran Keller Williams
Recording Date	09-01-2022	Occupancy at Sale	100.0%
Sale Price	$2,272,000	Single-Tenant Net Lease Sale?	No
Asking Price	$2,272,000	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Sale Price/List Price Ratio	100%		
Conveyance Document Type	Warranty Deed	Sale ID	6646
Sale History	Partially occupied by LANL		

Analysis

Property Rights Conveyed	Leased Fee	Adjusted Sale Price	$2,272,000

Operating Data

	Actual
NOI	$170,434
Pre-Tax Cash Flow	$170,434

Indicators

	Actual
OAR	7.50%

Adjusted Price Indices

Adjusted Price/SF of GBA	$207.17	Adjusted Price/Unit	$454,400

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$207.17	Unadjusted Price/Unit	$454,400

Sale Unit of Measure (Per Unit)

	Actual
NOI Per Unit	$34,087

997 Central

Location

Property ID	7599	State	New Mexico
Address	997 Central Ave.	Zip Code	87544
City/Municipality	Los Alamos	MSA	Santa Fe
County	Los Alamos	Property Use	Mixed Use, Office, Retail
Legal Description	SUBD: MARI MAC VILLAGE LOT: 002A1 S: 15 T: 19N R: 6E		

Land

Tax Parcel Number	1034112181307		
Land Acres	1.07697	Floor to Area Ratio	0.14
Land Sq Ft	46,913	Zoning Code	DT-TCO
Land to Building Ratio	7.20		

Building

GBA	6,518	Year Built Comments	25 years
Year Built	1977	Number of Tenants	8

Building Finish

Construction Quality	Average	Construction Class	D - Wood Frame and Stucco

Sale Transaction

Sale Status	Recorded	Sale Price/List Price Ratio	70%
Seller	Mari-Mac Partner III Ltd Partnership Ohlsen Trust	Days on Market	200
		Sale Confirmed With	Paul Duran Keller Williams
Buyer	Luminosa LLC	Inspection Type	None
Sale Date	09-01-2022	Single-Tenant Net Lease Sale?	No
Recording Date	09-01-2022	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Sale Price	$1,084,500		
Asking Price	$1,539,000		
		Sale ID	6647
Sale History	1031 exchange		

Analysis

Adjusted Sale Price	$1,084,500

Cost Analysis

Improvement Value per SF	$166.39	Contributory Value of Improvements	$1,084,500

Operating Data

	Actual
NOI	$115,435
Pre-Tax Cash Flow	$115,435

Indicators

	Actual
OAR	10.64%

Adjusted Price Indices

Adjusted Price/SF of GBA	$166.39	Adjusted Price/SF of Land	$23.12
Adjusted Price/Acre	$1,006,992		

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$166.39	Unadjusted Price/SF Land	$23.12
Unadjusted Price/Acre	$1,006,992		

421 St

Location

Property ID	6837	State	New Mexico
Address	421 St. Michael's Dr.	Zip Code	87505
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Medical Office
Legal Description	Parcel 1, S36, T17N, R9E		

Land

Tax Parcel Number	16008581		
Land Acres	1.00023	Zoning Code	C-1
Land Sq Ft	43,570	Visibility	Average
Land to Building Ratio	9.45	Parcel Type	Corner
Floor to Area Ratio	0.11		

Building

GBA	4,609	Property Renovations?	No
Year Built	2001	Number of Buildings	1
Year Built Comments	10-15 years EA		

Building Finish

Construction Quality	Average	Construction Class	D - Wood Frame and Stucco

Sale Transaction

Sale Status	Recorded	Recording Number	1987038
Seller	Serenity Properties LLC	Days on Market	28 days
Buyer	Vazquez Holdings LLC	Sale Confirmed With	Joel Cumplido NAI Sunvista
Sale Date	04-27-2022	Occupancy at Sale	0.0%
Recording Date	04-27-2022	Single-Tenant Net Lease Sale?	No
Sale Price	$1,315,000	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Conveyance Document Type	Warranty Deed		
Book/Page	889/33	Sale ID	5875

Analysis

Property Rights Conveyed	Fee Simple	Conditions of Sale	Arm's-Length
Financing Terms	Cash to Seller	Adjusted Sale Price	$1,315,000

Adjusted Price Indices

Adjusted Price/SF of GBA	$285.31	Adjusted Price/SF of Land	$30.18
Adjusted Price/Acre	$1,314,698		

UnAdjusted Price Indices

Unadjusted Price/SF of GBA	$285.31	Unadjusted Price/SF Land	$30.18
Unadjusted Price/Acre	$1,314,698		

1151 Parkway

Location

Property ID	7653	State	New Mexico
Address	1151-1153 Parkway	Zip Code	87507
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Commercial Land
Legal Description	T17N R 9E S33 PARK PHASE 4 .3660 AC LOT 49 RICHARDS AVE BUSINESS, PARK PHASE 4 .3430 AC T17N R 9E S33LOT 50RICHARDS AVE BUSINESS		

Land

Tax Parcel Number	910009688		
Land Acres	0.71000	Zoning Code	I-1
Land Sq Ft	30,928		

Sale Transaction

Sale Status	Recorded	Sale Price/List Price Ratio	100%
Seller	Casa Verde LLC	Conveyance Document Type	Warranty Deed
Buyer	Damron JR	Book/Page	820/026
Sale Date	10-22-2024	Recording Number	2043152
Recording Date	10-22-2024	Days on Market	2
Sale Price	$525,000	Sale Confirmed With	Leslie Giorgetti
Asking Price	$525,000	Sale ID	6704

Analysis

Adjusted Sale Price	$525,000

Adjusted Price Indices

Adjusted Price/Acre	$739,437	Adjusted Price/SF of Land	$16.97

UnAdjusted Price Indices

Unadjusted Price/Acre	$739,437	Unadjusted Price/SF Land	$16.97

2820 Industrial

Location

Property ID	7654	State	New Mexico
Property Name	Former Vulcan Materials	Zip Code	87507
Address	2820 Industrial	MSA	Santa Fe
City/Municipality	Santa Fe	Property Use	Industrial Land
County	Santa Fe		
Legal Description	T17N R 9E S33 3.099 AC TR 5B		

Land

Tax Parcel Number	11768704		
Land Acres	3.09000	Zoning Code	I-2
Land Sq Ft	134,600		

Building Finish

Improvements Description	+/- 8000 SF to be demolished

Sale Transaction

Sale Status	Recorded	Conveyance Document Type	Warranty Deed
Seller	Clark Street Business Park LLC	Book/Page	895/23
Buyer	Inchoate Properties LLC, 551 Alarid LLC	Recording Number	1998153
		Days on Market	566
Sale Date	09-22-2022	Sale Confirmed With	Thomas Matthews Barker Realty
Sale Price	$1,678,624	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Asking Price	$1,800,000		
Sale Price/List Price Ratio	93%		
		Sale ID	6705
Financing Description	1031 exchange		

Analysis

Expenditures After Purchase $	$83,931	Adjusted Sale Price	$1,762,555

Adjusted Price Indices

Adjusted Price/Acre	$570,406	Adjusted Price/SF of Land	$13.09

UnAdjusted Price Indices

Unadjusted Price/Acre	$543,244	Unadjusted Price/SF Land	$12.47

2885 Industrial

Location

Property ID	7067	State	New Mexico
Address	2885 Industrial	Zip Code	87507
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Commercial Land

Land

Tax Parcel Number	010946240		
Land Acres	0.36100	Zoning Code	I-2
Land Sq Ft	15,725		

Sale Transaction

Sale Status	Recorded	Sale Price/List Price Ratio	100%
Seller	Stella Romero and Mary Romero	Conveyance Document Type	Warranty Deed
Buyer	Htron Properties LLC	Recording Number	1981806
Sale Date	03-01-2022	Days on Market	5
Recording Date	03-01-2022	Sale Confirmed With	Riesha Fiorina Barker Realty
Sale Price	$245,000	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Asking Price	$245,000		
		Sale ID	6108

Analysis

Adjusted Sale Price	$245,000

Adjusted Price Indices

Adjusted Price/Acre	$678,670	Adjusted Price/SF of Land	$15.58

UnAdjusted Price Indices

Unadjusted Price/Acre	$678,670	Unadjusted Price/SF Land	$15.58

4410 Rodeo Rd

Location

Property ID	6572	State	New Mexico
Address	4410 Rodeo Rd.	Zip Code	87507
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Commercial Land
Legal Description	LOT 1-A2, SF PLACE FINAL S/D PLAT, DEVELOPMENT PLAN AMENDMENT #5, VILLA LINDA MALL S/D, S8 T16N R9E		

Land

Tax Parcel Number	105009518349800000		
Land Acres	2.95500	Topography	Level
Land Sq Ft	128,720	Grade	At street grade
Zoning Code	SC3	Visibility	Average-to-Good
Shape	Irregular	Parcel Type	Corner

Building Finish

Improvements Description	Proposed car wash

Sale Transaction

Sale Status	Recorded	Sale Price	$1,950,000
Seller	Santa Fe Mall Property Owner LLC	Recording Number	1971892
		Sale Confirmed With	Steve Lyon with the buyer
Buyer	Via Real Estate LLC	Sale ID	5606
Sale Date	11-16-2021		
Recording Date	11-26-2021		

Analysis

Property Rights Conveyed	Fee Simple	Adjusted Sale Price	$1,950,000

Adjusted Price Indices

Adjusted Price/Acre	$659,898	Adjusted Price/SF of Land	$15.15

UnAdjusted Price Indices

Unadjusted Price/Acre	$659,898	Unadjusted Price/SF Land	$15.15

2750 Boylan

Location

Property ID	7651	State	New Mexico
Address	2750 Boylan Circle	Zip Code	87507
City/Municipality	Santa Fe	MSA	Santa Fe
County	Santa Fe	Property Use	Commercial Land
Legal Description	Lot Line Adjustment Survey prepared for Pigeon Coop Partners, LLC of Lot 1B and Lot 2 as last described on survey Plat Filed in Santa Fe County Clerk Plat Book 781, Page 037 said properties lie in Sections 28 and 33, T17N, R9E, NMPM. Said Properties are located at Lot 1B: 1400-A, 1400C, 1411 Boylan Lane and Lot 2: 2750 Boylan Circle, in the City of Santa Fe, Santa Fe County, New Mexico. This Plat adjusts the lot lines between two lots of record. No new lots have been created said properties are now to be known as Lot 1B-A and Lot 2-1.		

Land

Tax Parcel Number	99304611		
Land Acres	2.71600	Floor to Area Ratio	0.41
Land Sq Ft	118,309	Zoning Code	C-2

Building

Proposed/potential GBA	49,044

Building Finish

Additional Building Info	Pooposed 60 unit apartment complex

Sale Transaction

Sale Status	Recorded	Conveyance Document Type	Warranty Deed
Seller	BFFM LLC	Recording Number	1939668
Buyer	Spencer House Real estate LP	Sale Confirmed With	PA and owner
Sale Date	01-06-2021	Comp Classification	A - Confirmed by appraiser with principal/broker involved with transaction.
Sale Price	$1,200,000		
		Sale ID	6701
Sale Remarks	seller paid $100,000 in lieu rather than building out affordable units		

Analysis

Adjusted Sale Price	$1,200,000

Adjusted Price Indices

Adj Price per Proposed GBA SF	$24.47	Adjusted Price/SF of Land	$10.14
Adjusted Price/Acre	$441,826		

UnAdjusted Price Indices

Unadjusted Price/Proposed GBA SF	$24.47	Unadjusted Price/SF Land	$10.14
Unadjusted Price/Acre	$441,826		

ANTHONY M. KUNA, MAI

PRESENT POSITION

Managing Member, Dominion Property Advisors, Albuquerque, NM

CONTACT INFORMATION

505.314.3461 – Direct
505.710.7097 – Cell
tonyk@dominionproperty.com

EDUCATION

Bachelor of Business Administration
Anderson School of Management
University of New Mexico
Major: International Management

REAL ESTATE COURSE WORK – APPRAISAL INSTITUTE

Basic Appraisal Principles
Basic Appraisal Procedures
General Income Approach – Part I
General Income Approach – Part II
Advanced Income Capitalization
Advanced Concepts and Case Studies
Highest and Best Use and Market Analysis
The Appraiser as an Expert Witness
Advanced Education Diagnostic Test
Fundamentals of Separating Real Property, Personal Property and Intangible Business Assets
Business Practices and Ethics
Data Verification Methods
Analyzing Operating Expenses
Forecasting Revenue
Using Microsoft Excel to Analyze and Support Appraisal Assignment Results
7-Hour National USPAP Update

EXPERIENCE

Anthony Kuna is a highly regarded commercial real estate appraiser in New Mexico under the mentorship of Brian D. White, MAI. Anthony has demonstrated a superior aptitude for commercial appraisal over his 14 years in the industry as a result of an intense workload often involving complex properties with unique components of value. Anthony is a general certified appraiser in the State of New Mexico and recently obtained the MAI designation from the Appraisal Institute.

Property types appraised include the following:

Office Buildings – Professional, Medical and Dental
Retail Buildings – Freestanding, Strip and "Big Box"
Industrial Facilities – Office/Warehouse, Distribution, Light/Heavy Manufacturing, Flex/R&D and Food Processing Facilities
Multi-Family Residential Apartment Properties
Hotels - Limited Service, Full Service (Independent and Franchised
Tax Income Credit Properties
Single Family Residential Subdivisions (Urban and Rural
Mobile Home Parks
Commercial Subdivisions
Assisted Living Facilities including Memory Care and Nursing Facilities
Non-Profit Medical Treatment Facilities
Farm/Ranch Properties
Condemnations
Houses of Worship
Veterinary Clinics/Hospitals
Restaurants - Full Service, Quick Service
Gasoline Stations/Convenience Stores
Bed & Breakfast Properties
Vacant Land - Commercial, Residential, Agricultural, Ground-Leased
Funeral Homes and Cemeteries
Airport Hangars
Car Washes - Self Service/Full Service
RV/Campground Facilities

AFFILIATIONS

New Mexico General Certified Appraiser (License #3041-G)
Designated Member, Appraisal Institute
Treasurer, Rio Grande Chapter of the Appraisal Institute - 2018
Member - Greater Albuquerque Association of Realtors (GAAR)
Member - Commercial Association of Realtors New Mexico (CARNM)

PRIOR PROFESSIONAL EXPERIENCE

Facilities Coordinator - Ericsson Wireless Communications, San Diego, California 2000-2003

Responsibilities: Managed corporate travel program for the business unit. Assisted nine departments with various facilities-related services including short and long-term space planning activities, administrative support services, workers compensation claims and ergonomic requirements.

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico

Real Estate Appraisers

HEREBY CERTIFIES THAT

Anthony Kuna

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

License No. 03041-G Issued 12/31/2008 Expires 04/30/2026

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

KATHLEEN E. BURMEISTER, MAI
BACKGROUND AND EXPERIENCE

PRESENT POSITION
Vice President, Dominion Property Advisors, Albuquerque, New Mexico 2005-present
Associate, American Property Consultants & Appraisers, Inc., Santa Fe, New Mexico

CONTACT INFORMATION
505.688.8789 – Cell
kathleenm@dominionproperty.com
kathleenmclb@gmail.com

EDUCATION
Bachelor of Science-Biology and Earth and Planetary Sciences
University of New Mexico, Albuquerque, NM 87131
Master of Business Administration-Marketing and International Business
University of New Mexico, Albuquerque, NM 87131
Bilingual

REAL ESTATE COURSE WORK
Uniform Standards of Professional Appraisal Practice
Advanced Land Valuation: Sound Solutions to Perplexing Problems
Contract or Effective Rent: Finding the Real Rent
Examining Property Rights and Implications in Valuation
Analyzing Operating Expenses
Advanced Spreadsheet Modeling for Valuation Applications
Introduction to the Appraisal Profession Appraisal Techniques
Real Property Interest & Legal Descriptions for Appraisers
How to Use the Uniform Residential Appraisal Report
Basic Income Capitalization
Advanced Income Capitalization
General Appraiser Market Analysis and Highest and Best Use
Appraisal of Nursing Home Facilities
Business Practice and Ethics
Introduction to Valuing Commercial Green Buildings
Advanced Internet Search Strategies
Advanced Concepts & Case Studies
General Appraiser Report Writing and Case Studies
Comprehensive Examination Preparation Courses

ACADEMIC POSITIONS
Research Assistant/Instructor, Graduate Assistant, Anderson School of Business, University of New Mexico 2001-2002
Research Assistant, Earth and Planetary Sciences Department, University of New Mexico 1997-1999
Research Assistant MBRS, School of Medicine, University of New Mexico, 1996-1999

EXPERIENCE
Kathleen Mc Leroy has worked on various commercial appraisal assignments located throughout New Mexico and Colorado. Ms. McLeroy has worked independently and with various MAI

designated appraisers. She has shown a superior aptitude for commercial appraisal as a result of an intense workload often involving complex properties with unique components of value. Clients served included individuals, Fortune 500 corporations, banks and other lending institutions, government agencies, life insurance companies and attorneys. Estates appraised included fee simple, leased fee, leasehold and subleasehold. Property types include the following:

Office Buildings – Professional, Medical and Dental
Retail Buildings – Freestanding, Strip and "Big Box"
Multi-Family Residential Apartment Properties
LIHTC Apartment Properties
Storage Yards
Light Industrial Properties - Office/Warehouses, Distribution Warehouses
Assisted Living, Nursing Home and Special Care Facilities
Vacant Land – Commercial, Residential, Agricultural, Ground Lease
Section 8 Apartments
Houses of Worship
Single Family Residential Subdivisions
Hotels– Limited and Full Service
Bed & Breakfast Facilities (Rural and Urban)
Gas Station & Convenience Stores
Mortuaries and Cemeteries

AFFILIATIONS
Member, Appraisal Institute-MAI
Rio Grande Chapter of the Appraisal Institute - President (2018)
LDAC - 2017
NM General Certified Real Estate Appraiser (No. 03025-G)
Hispanic MBA Association
Marketing Association
Honors Graduate
Golden Key National Honor Society
SPURS, Honor Society
Deans List
American Geological Institute Scholar

Prior Professional Experience 2003-2005
Assistant General Manager/General Manager
Mastro's Corporation, Albuquerque, NM

Responsibilities:
Managed a staff of + 60 Employees. Assisted with payroll, inventory controls, purchasing, ordering, accounting, marketing and financing for a restaurant with gross annual sales of + $3,000,000. Organized public events for + 8000 people which consist of one of the major events ever done by a private organization in downtown Albuquerque

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REGULATION &
LICENSING DEPARTMENT

State of New Mexico

Real Estate Appraisers

HEREBY CERTIFIES THAT

Kathleen E. Burmeister

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

License No. 03025-G Issued 09/09/2008 Expires 04/30/2026

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

February 24, 2026

Request for Quotes
Appraisal of Real Property, Market Rent

General
The City of Santa Fe ("City") is requesting proposals and quotes from general certified commercial property appraisers with MAI designations ("Appraiser") to perform an appraisal to determine market value and rent for two City owned properties in the Midtown Community Development.

Property Rights Appraised (in current "as is" condition): **Fee Simple Market Value**
Market Rent

The appraiser is to use the Hypothetical Condition that there is sufficient parking to support all business activities for both properties.

Property
Address: 1600 St. Michaels Drive, Santa Fe, NM, aka Midtown Campus
Current Owner: The City of Santa Fe

Subject Tracts
1. Tract: **Tract K-1a,** Visual Arts Center, depicted in **Exhibit A.**
Parcel Area: 1.9124 acres per Santa Fe County Assessor
Parcel Number: APN 99312972
Primary Structures: 34,948 square feet per built in 1998

2. Tract: **Tract P-1b,** Arts Studio, depicted in **Exhibit B**
Parcel Area: 1.4699 acres per Santa Fe County Assessor
Parcel Number: APN 99312969
Primary Structures: 17,500 square feet built in 1945

For additional information on the subject tracts please email Carly Venditti, Metropolitan Redevelopment Agency Deputy Director, at cavenditti@santafenm.gov and copy in Terry Lease at tjlease@santafenm.gov and Nina Nguyen at nanguyen@santafenm.gov .

The earliest completion and delivery date of the final report will be given added weight in awarding this assignment.

*Appraiser is to verify all data provided above.
(Offer any information you may have on the facility that might help the appraiser evaluate condition)

Appraisal Scope of Work

The Appraiser should have the knowledge and experience to complete the assignment competently and, at a minimum, render the following professional services.

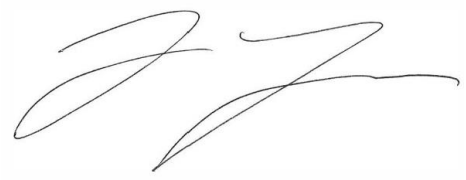
1. The Appraiser shall prepare a Restricted Appraisal Report in compliance with all current reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice.
2. The Appraiser shall provide separate ***Fee Simple Market Values*** and ***Market Rents*** for each tract.
3. The Appraiser shall: (1) provide a preliminary appraisal report to the City electronically for review and comment. The Appraiser shall respond to all comments and or questions from City staff in a timely manner; (2) after review and notice from the City, the Appraiser will complete a final appraisal report.
4. A review of the appraisal report may be completed by a qualified review appraiser retained by the City.
5. The final report shall be delivered by email in a PDF format to Terry Lease at tjlease@santafenm.gov and Nina Nguyen at nanguyen@santafenm.gov .

* Be advised that the Inspection of Public Records Act provisions may result in the release of all or part of the appraisal report to the public.

Proposal
The proposal shall contain:

1. A fee for the entire scope of services requested herein, with New Mexico Gross Receipts Tax to be listed as a separate line item.
2. Appraiser's estimated number of working days, after receipt of a purchase order from City, to develop the appraisal report and e-mail the draft to the City for review and comment (allow 5 working days for City review and comment).
3. A statement that the quoted fee shall be fixed for a period of no less than sixty days from the proposal deadline. NOTE: costs for any associated fees, documents, printing, travel or other reimbursable expenses shall be included in the fee and will not be paid separately.

To be considered, Appraiser(s) shall submit a written proposal for the entire Scope of Work outlined above no later than ***Monday March 2, 2026 at 12:00 p.m.*** Proposals shall be emailed to Terry Lease at tjlease@santafenm.gov and Nina Nguyen at nanguyen@santafenm.gov prior to the deadline.



Terry Lease
City of Santa Fe, Office of Economic Development
737 Agua Fria
Santa Fe, NM 87501
Mobile 505-629-2206

EXHIBIT A – Tract K-1a

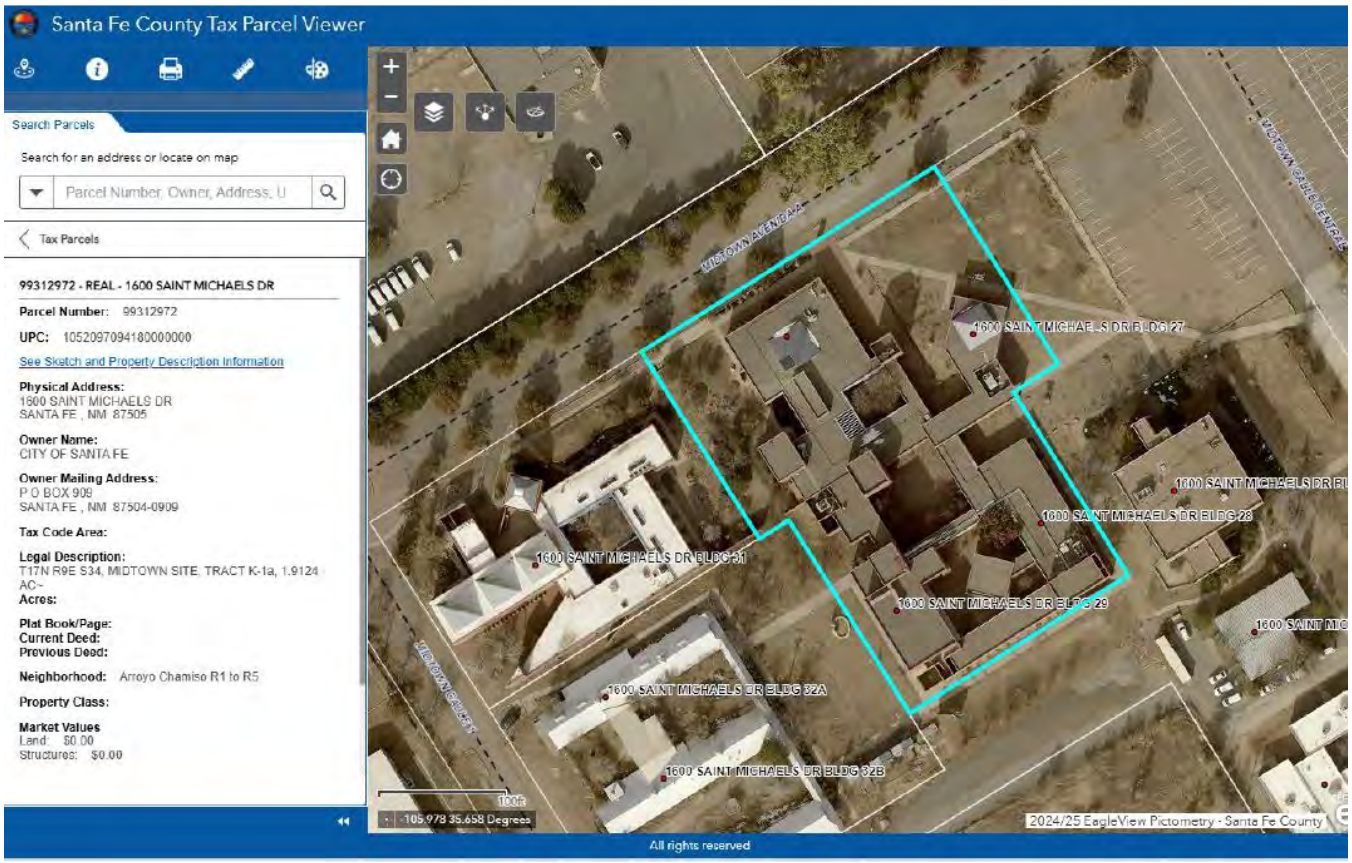
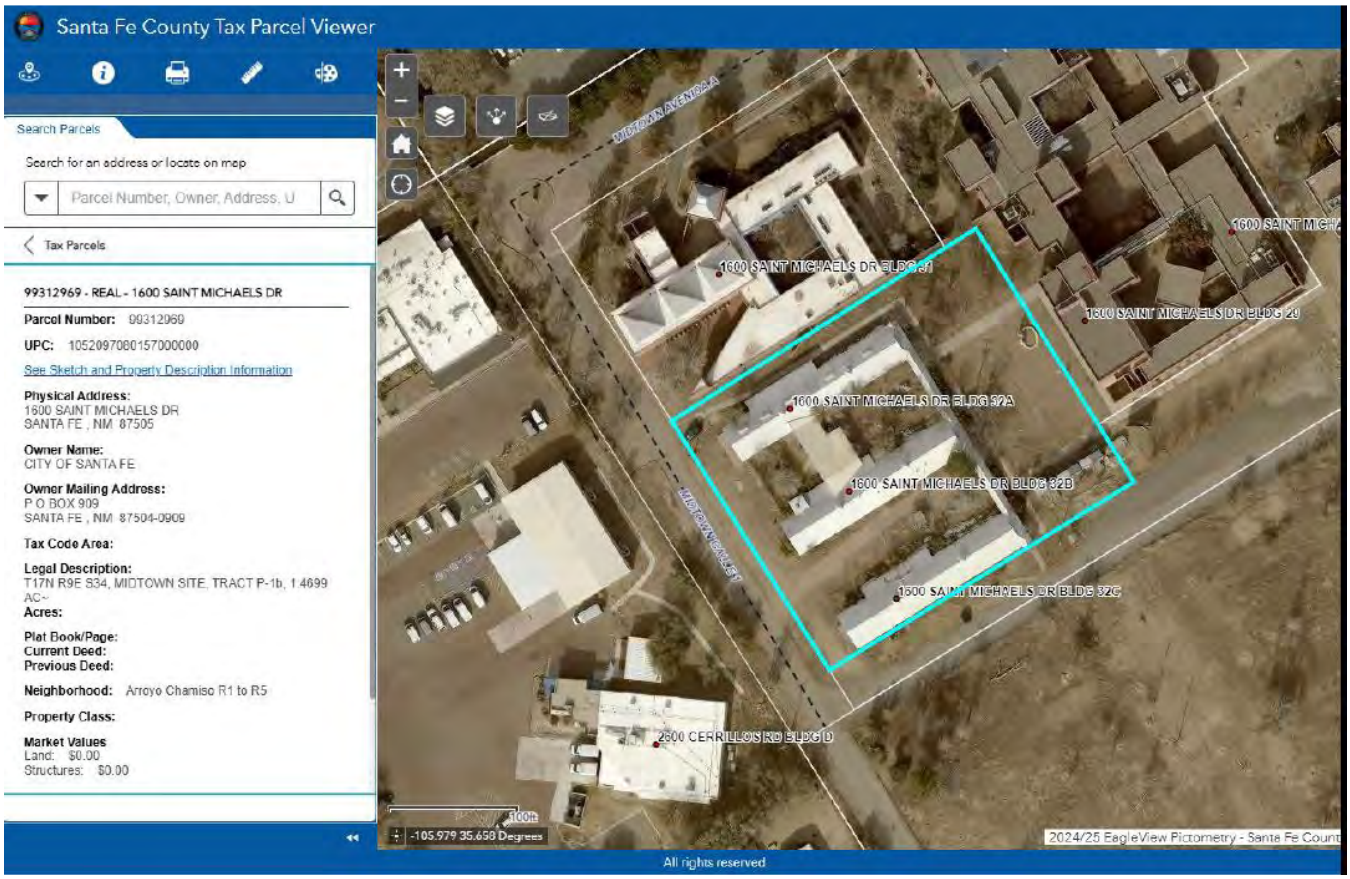


EXHIBIT B – Tract P-1b



FIR No. 10742.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Approving Ground Lease of City-Owned Buildings at Midtown

Sponsor(s): Mayor Michael Garcia, Councilor Jamie Cassut, and Councilor Pilar Faulkner

Reviewing Department(s): Metropolitan Redevelopment Agency

Staff Completing FIR: Carly Venditti, Metropolitan Redevelopment Agency Deputy Director
Date: 4/23/2026 **Phone:** 505-795-0675

Reviewed by City Attorney: Marcos D. Martinez (Apr 23, 2026 12:49:37 MDT) **Date:** 04/23/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 24, 2026 12:21:19 MDT) **Date:** 04/24/2026

Summary:
The City of Santa Fe ("City") and Midtown Arts and Design Alliance (MADA) ("Developer") entered into an Exclusive Negotiation Agreement on September 5, 2023 in order to negotiate a ground lease and development agreement for the renovation of the Midtown Visual Arts Center and adjacent Barracks. The City and MADA, are now entering into a Ground Lease and Disposition Agreement for the Property. NMSA 1978, Section 3-54-1 requires that the City approve the lease of City-owned property with an Ordinance. This bill is created to comply with that statute.

Departments Affected:
Metropolitan Redevelopment Agency (MRA), Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the ground lease and development Agreement cannot move forward, and the City would need to identify a new process or Request for Proposal process for renovating the Midtown Visual Arts Center and Barracks.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The proposed bill is related to Resolution 2022-68, Midtown Master Plan Approval; and Resolution 2023-5 Midtown Community Development Plan Approval.

Performance and Administrative Implications:
The lease will engage two parcels; parcels K-1a and P-1b for a total of 3.37-acres, including the following buildings: the Tipton Lecture Hall and the Marion Center for the Photographic Arts, the Tishman Hall, inclusive of the Thaw Art History Center of the Visual Arts Center, and the Barracks.

Fiscal Implications:

The developer will pay one dollar ($1.00) in rent to the City over the course of this ground lease with an initial term of 10 year, with a first extension right of 10 years, followed by the right for three consecutive 10-year terms. Developer shall deposit $10,000 with the City to be held by the City until the Construction Commencement Date of the Improvements for Phase 1, at which time the City shall disburse the $10,000 to the Developer. The Developer shall design, finance, develop, construct, operate, and manage the project in accordance with the Final Development Plans and Applicable Rules. The Developer would also be responsible, at is sole cost and expense, for the entitlement, development, construction, and improvement, management, and operation of the project.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$ 1	$	R	WIP Construction
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$ 1	$		

Revenue Narrative:

The developer will pay one dollar ($1.00) in rent to the City over the course of this ground lease with an initial term of 10 year, with a first extension right of 10 years, followed by the right for three consecutive 10-year terms.

Signature:

Email: cavenditti@santafenm.gov

Signature:

Email: bjmoya@santafenm.gov

Date: March 19, 2026

To: Governing Body, Quality of Life Committee, Finance Committee

Via: Thomas Grundler, Interim Chief of Police TJG

From: Ben Valdez, Deputy Chief of Police BV

RE: Defining aggressive driving and establishing penalties and creating the Police and Fire Resiliency Fund

---

EXECUTIVE SUMMARY:

The adoption of this bill would create a new subsection of Article VI of the Uniform Traffic Ordinance ("UTO"), Exhibit A of Chapter 24 of SFCC 1987 to define, criminalize, and penalize "aggressive driving". It specifies that every person convicted of aggressive driving shall be required to comply with a mandatory court appearance and be punished as follows:

1) Upon a first conviction by fine of two hundred and fifty dollars ($250);
2) Upon a second conviction, by imprisonment for seven days, and by a fine of five hundred dollars ($500);
3) Upon a third conviction, by imprisonment for fourteen days and a fine of five hundred dollars ($500);
4) Upon subsequent convictions, imprisonment for ninety days and a fine of five hundred dollars ($500).

The bill includes a provision specifying that the court shall permit people convicted of aggressive driving who are determined to be indigent to perform community service in lieu of payment of fines; however, this does not prevent the court from sentencing the person to jail, if applicable.

Additionally, the bill amends Article VI of the UTO, Subsection 12-6-12.3, SFCC 1987, "Reckless Driving," to accomplish the following changes to the reckless driving fines:

1) Eliminates the concept of minimum penalties;
2) Upon first conviction, raises the maximum penalty from twenty-five dollars ($25) to two hundred and fifty dollars ($250);
3) Upon second conviction, raises the maximum penalty from three hundred dollars ($300) to five hundred dollars ($500).

Lastly, the bill creates a section in the UTO called the "Police and Fire Resiliency Funds". Upon adoption of the ordinance, and in compliance with Section 2-2.4, SFCC 1987, all fines collected for violations of the UTO, Schedule A, for aggressive driving, and for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty (50%) to the Fire Support Services Fund, with the exception of fines collected for speeding (which are allocated toward the Traffic Calming Program).

ATTACHMENTS

Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-9

INTRODUCED BY:

Councilor Pilar Faulkner

Councilor Lee Garcia

Councilor Amanda Chavez

A BILL

AMENDING SUBSECTION 12-6-12.3 OF ARTICLE VI OF THE UNIFORM TRAFFIC ORDINANCE ("UTO") TO ELIMINATE MINIMUM PENALTIES FOR RECKLESS DRIVING AND RAISING MAXIMUM PENALTIES FROM TWENTY-FIVE DOLLARS ($25) TO TWO HUNDRED AND FIFTY DOLLARS ($250) FOR FIRST CONVICTIONS AND FROM THREE HUNDRED DOLLARS ($300) TO FIVE HUNDRED DOLLARS ($500) FOR SECOND OR SUBSEQUENT CONVICTIONS; CREATING A NEW SUBSECTION 12-6-12.4A OF ARTICLE VI OF THE UTO, EXHIBIT A TO CHAPTER 24, SFCC 1987 TO DEFINE, CRIMINALIZE, AND PENALIZE "AGGRESSIVE DRIVING"; AMENDING THE UTO'S SCHEDULE A TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE TO INCREASE CERTAIN PENALTIES, TO SPECIFY THAT ALL RECKLESS DRIVING FINES, AGGRESSIVE DRIVING FINES, AS WELL AS ALL SCHEDULE A PENALTIES (EXCEPT FOR THOSE DEDICATED TO TRAFFIC CALMING) SHALL BE SPLIT EQUALLY BETWEEN THE LAW ENFORCEMENT FUND AND THE FIRE SUPPORT SERVICES FUND, AND TO REQUIRE A MANDATORY COURT APPEARANCE FOR VIOLATIONS RELATED TO

underscored material = new [~~bracketed material~~] = delete

AGGRESSIVE DRIVING; CREATING A NEW SUBSECTION 12-6-12.25 OF ARTICLE VI "ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.26 OF ARTICLE VI "UNSAFE SUDDEN STOPS" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME; CREATING A NEW SUBSECTION 12-6-12.27 OF ARTICLE VI "THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN" AND ESTABLISHING A PENALTY IN SANTA FE'S UTO, SCHEDULE A, TRAFFIC VIOLATION PENALTY ASSESSMENT SCHEDULE FOR THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 12-6-12.3 of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 (being Ordinance No. 2011-25, § 5) is hereby amended to read:

12-6-12.3 – Reckless Driving.

A. Any person who drives any vehicle carelessly and heedlessly in willful or wanton disregard of the rights or safety of others and without due caution and circumspection and at a speed or in a manner so as to endanger or be likely to endanger any person or property is guilty of reckless driving.

B. A person operating a motor vehicle shall not endanger a bicyclist.

C. Every person convicted of reckless driving shall be punished:

1) Upon a first conviction by imprisonment for not less than five days nor more than ninety days, or by a fine of [~~not less than twenty-five dollars ($25.00) nor more than one hundred dollars ($100.00~~] $250.00), or both; and

2) On a second or subsequent conviction by imprisonment for not less than ten days nor more than ninety days, or by a fine of [~~not less than fifty dollars ($50.00) nor more than three hundred dollars ($300.00~~] ($500), or both. (66-8-113 NMSA, 1978)

3) All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.

Section 2. [NEW MATERIAL] A new Section 12-6-12.4A of the Uniform Traffic Ordinance, Exhibit A, Section 24, of SFCC 1987 is hereby ordained to read:

12-6-12.4A - AGGRESSIVE DRIVING.

A. Any person who during the course of conduct operates a vehicle in a manner that endangers or is likely to endanger people or property is guilty of aggressive driving if during the course of conduct, the person commits two or more of the following violations:

(1) Failure to obey traffic-control devices, Section 12-5-3;

(2) Failure to comply with rules to safely overtake a vehicle on the left as described in Sections 12-6-2.3, 12-6-2.4, and 12-6-2.5;

(3) Failure to drive on streets laned for traffic as described in Section 12-6-2.12;

(4) Following too closely, Section 12-6-2.13;

(5) Failure to yield right of way, Section 12-6-4;

(6) Engaging in prohibited activities while driving, Section 12-6-12.18;

(7) Racing on streets, Section 12-6-12.19;

(8) Engaging in prolonged, deliberate, or excessive tailing of another vehicle, Section 12-6-12.25;

(9) Unsafe sudden stops, Section 12-6-12.26; and/or

(10) Throwing items outside of vehicle at another vehicle or at a pedestrian, Section 12-6-12.27.

B. For the purposes of this section, “course of conduct” means a series of acts committed

during a single, continuous period of driving.

C. Every person convicted of aggressive driving shall be required to comply with a mandatory court appearance and shall be punished as follows:

(1) Unless otherwise specified in Schedule A of the Uniform Traffic Ordinance, SFCC 1987, upon a first conviction by a fine of two hundred fifty dollars ($250);

(2) Upon a second conviction by imprisonment for seven days, and a fine of five hundred dollars ($500);

(3) Upon a third conviction by imprisonment for fourteen days and a fine of five hundred dollars ($500); and

(4) Upon subsequent convictions by imprisonment for ninety days and a fine of five hundred dollars ($500).

D. If the person convicted of aggressive driving is determined to be indigent, the court shall permit the individual to perform community service in lieu of payment of fines; however, this does not prevent the court from sentencing the person to jail, if applicable.

E. All fines collected for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services.

Section 3. [NEW MATERIAL] A new Subsection 12-6-12.25 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.25 – ENGAGING IN PROLONGED, DELIBERATE, AND/OR EXCESSIVE TAILING OF ANOTHER VEHICLE.

No person shall change their route, direction, or course of travel in order to aggressively follow another vehicle such that the following is prolonged, excessive, and/or deliberate.

Section 4. [NEW MATERIAL] A new Section 12-6-12.26 of Article VI of the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.26 – UNSAFE SUDDEN STOPS.

No person shall suddenly apply their brakes while another driver is following in a manner that unnecessarily impedes or obstructs the normal and reasonable flow of traffic, except when the stop is required for safe operation of the vehicle or to comply with the law.

Section 5. [NEW MATERIAL] A new Section 12-6-12.27 of Article VI the Uniform Traffic Ordinance, Exhibit A, Chapter 24 of SFCC 1987 is hereby ordained to read:

12-6-12.27 – THROWING ITEMS OUTSIDE OF VEHICLE AT ANOTHER VEHICLE OR AT A PEDESTRIAN.

No person shall throw, toss, or otherwise project any object or substance from a vehicle, whether the vehicle is moving or stopped, at another vehicle or at any pedestrian, bicyclist, or other person using the roadway.

Section 6. Schedule A of Exhibit A of Chapter 24 (Uniform Traffic Ordinance) of SFCC 1987 (being Ordinance No. 2025-6 as amended) is amended to read:

SECTION 1.

This Exhibit may be cited as the city of Santa Fe traffic violation penalty assessment schedule for violations of the city of Santa Fe Uniform Traffic Code except those violations relating to parking which are set forth as Exhibit B of the city of Santa Fe Uniform Traffic Code.

SECTION 2.

"Penalty assessment petty misdemeanor" means violation of the following listed sections of the city of Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term "penalty assessment petty misdemeanor" does not include any violation which has caused or contributed to the cause of an accident resulting in injury or death to any person. When an alleged violator of a penalty assessment petty misdemeanor elects to accept a notice to appear in lieu of a notice of penalty assessment, the fine imposed upon later conviction shall not exceed the penalty assessment established for the particular penalty assessment petty misdemeanor and probation imposed upon a suspended or deferred sentence may include community service as contemplated

in Section 1-3.1 and shall not exceed ninety days.

COMMON NAME OF OFFENSE	**SECTION VIOLATED**	**PENALTY ASSESSMENT**
Obedience [~~T~~]to Traffic-Control Devices/Failure [~~T~~]to Stop	12-5-3	$25.00
Red Light	12-5-6	$25.00
Pedestrian Controls	12-5-7	$25.00
Flashing Signals	12-5-8	$25.00
Display of Unauthorized Signs, Signals, or Markings	12-5-10	$25.00
Basic (Speeding) Rule	12-6-1.1	$25.00
Speed Limits	12-6-1.2	
A. The following apply outside a school zone:		
Up to and including 10 miles an hour over speed limit		$15.00
From 11 up to and including 15 miles an hour over speed limit		$30.00
From 16 up to and including 20 miles an hour over speed limit		$65.00
From 21 up to and including 25 miles an hour over speed limit		$100.00
From 26 up to and including 30 miles an hour over the speed limit		$125.00
From 31 up to and including 35 miles an hour over the speed limit		$150.00
More than 35 miles an hour over the speed limit		$200.00
B. In a school zone	12-6-1.2A	$171.00
C. In a construction zone: The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit		

D. In a pedestrian zone. The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit.		
Minimum Speed Regulations	12-6-1.5	$25.00
Driving [~~O~~]on Right Side [~~O~~]of Street	12-6-2.1	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Left	12-6-2.3	$25.00
Limitations [~~O~~]on Overtaking [~~O~~]on [~~T~~]the Left	12-6-2.4	$25.00
Overtaking [~~A~~]a Vehicle [~~O~~]on [~~T~~]the Right	12-6-2.6	$25.00
No Passing Zones/Restrictions [~~O~~]on Passing	12-6-2.7	$25.00
Streets Laned [~~F~~]for Traffic	12-6-2.12	$25.00
Following [~~T~~]too Closely	12-6-2.13	$25.00
Driving [~~O~~]on Divided Streets	12-6-2.14	$25.00
Driving Vehicle [~~O~~]on [~~O~~]or Across Bicycle Lane [~~O~~]or Path	12-6-2.17	$25.00
Turning Left [~~A~~]at Intersection	12-6-4.2	$25.00
Entering Stop/Yield Intersection/Failure [~~T~~]to Yield	12-6-4.3	$25.00
Required Position/Method of Turning/Improper Turn	12-6-5.1	$25.00
Obedience [~~T~~]to No-Turn Signs	12-6-5.4	$25.00
Limitations [~~O~~]on Turning Around/Illegal U-Turn	12-6-5.5	$25.00
Starting [~~A~~]a Parked Vehicle	12-6-5.7	$25.00
Turn/Stop Movements	12-6-5.8	$25.00
Failure [~~T~~]to Signal	12-6-5.9	$25.00
Motorist Turning Across Bicycle Lane	12-6-5.11	$25.00

Stopping, Standing & Parking	12-6-6	See Exhibit B
Special Stops Required	12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7)	$25.00
Stopping [~~F~~]for School Bus	12-6-7.3	$100.00
Failure [~~T~~]to Stop [~~A~~]at Railroad Crossing	12-6-7.5 and 12-6-7.7	$150.00
Operators and Chauffeurs Must Be Licensed	12-6-12.5	$25.00
Driving While License Suspended/Administratively Suspended	12-6-12.6 and 12-6-12.6A	$25.00
Driving While License Revoked	12-6-12.6B	$300-$500
Unattended Motor Vehicle	12-6-12.8	$25.00
Limitations [~~O~~]on Backing	12-6-12.9	$25.00
Restriction [~~O~~]on Use of Video [~~I~~]in Motor Vehicles	12-6-12.11	$25.00
Coasting Prohibited	12-6-12.12	$25.00
Prohibited Activities While Driving (including hand held mobile communication device use)	12-6-12.18	$200.00
Mobile communication device use while driving in a school zone	12-6-12.18	$300.00
For subsequent violation		$500
Permitting Unauthorized Persons [~~T~~]to Drive	12-6-12.23	$25.00
Prolonged, deliberate, or excessive tailing of another vehicle	12-6-12.25	$250
for subsequent violations		$500
Unsafe, Sudden Stops, 1st offense	12-6-12.26	$250
for subsequent violations		$500
Throwing Items Outside of Vehicle at Another Vehicle	12-6-12.27	$250

or at a Pedestrian, 1st offense		
for subsequent violations		$500
Destructive Material [~~O~~]on Roadway/Failure [~~T~~]to Secure Load	12-6-13.5	$100.00
Improper Opening [~~O~~]of Doors	12-6-13.8	$25.00
Child Restraint Device [~~O~~]or Safety Belt	12-6-13.12	$100.00
Mandatory Use [~~O~~]of Seat Belts	12-6-13.13	$100.00
Open Container, 1st Offense	12-6-13.14	$100.00
for subsequent violations		mandatory court appearance
Jaywalking	12-6 13.15 through 12-6-14.8	$25.00
Littering	12-6-13.15	$300.00
Unsafe Median Use	12-6-14.9	$25.00
Windshield	12-10-1.12	$25.00
When Lighted Lamps [~~A~~]are Required	12-10-1.3	$25.00
Headlamps [~~O~~]on Vehicles	12-10-1.5	$25.00
Dimming [~~O~~]of Lights	12-10-1.6	$25.00
Tail Lamps	12-10-1.7, except 12-10-1.7C	$25.00
Plate Light Required	12-10-1.7C.	$10.00
Stop Lamps/Brake Lamps	12-10-1.9	$25.00
Mufflers, Prevention [~~O~~]of Noise	12-10-1.10	$500.00
Lamp or Flag on Projecting Load	12-10-1.11	$25.00
Windshield Must be Unobstructed and Equipped with Wipers and Windows Must be Transparent	12-10-1.12	$25.00

Tinted Windows	12-10-1.12A	$25.00
Unsafe Equipment (Brakes)	12-10-1.16	$25.00
Display of Current Valid Registration Plate	12-10-4	$25.00

SECTION 3. MANDATORY COURT APPEARANCES.

Violations of the following listed sections of the city of Santa Fe Uniform Traffic Code require a mandatory court appearance:

Leaving the Scene of an Accident	12-4-2
Failure to Render Aid/Duty to Give Info	12-4-3
Immediate Notice of Accident	12-4-6
Failure to Yield to Emergency Vehicle	12-6-7.4
Reckless Driving	12-6-12.3
Careless Driving/Driver Inattention	12-6-12.4
Aggressive Driving	12-6-12.4A
Operator/Chauffeur Licenses Required	12-6-12.5
Unlawful Use of License (Revoked)	12-6-12.6
Unlawful Use of License (Suspended)	12-6-12.6
Fleeing or Attempting to Elude an Officer	12-6-12.7
Racing on Streets/Drag Racing/Exhibition of Speed	12-6-12.19
Open Container 2 nd , 3 rd , etc.	12-6-13.14
Off-Highway Motor Vehicles (ATV)	12-7-9 through 12-7-9.6
Display of Current Registration	12-10-4
Evidence of Registration	12-10-5
Mandatory Financial Responsibility (Insurance)	12-10-6

SECTION 4. TRAFFIC CALMING FEES.

A. Persons violating speed limits within the city have created a need for traffic calming. The governing body has determined that those persons violating the speed limits should pay additional fees. The purpose of the additional fees is to discourage speeding within the city and to provide funds for the city's traffic calming program.

B. The city hereby imposes a traffic calming fee equal to the maximum fine (excluding court fees) to be paid by any person convicted of a speeding violation as set forth in the Uniform Traffic Ordinance as adopted by the city, the total of which shall not exceed the jurisdictional limits of the court. The traffic calming fee applies to all violations of Section 12-6-1.2, but the traffic calming fee is not doubled.

C. The traffic calming fee shall be collected by the municipal court for funding the city's traffic calming program. The amount of fees collected shall not decrease the amount of money allocated to the traffic calming program through the current fiscal year Capital Improvement Program bonding process.

D. The governing body shall review the results of this subsection including the amount of fees which have been collected and the amount of police overtime because of this subsection. The municipal court shall provide the governing body with the appropriate statistics to review this subsection.

SECTION 5. <u>POLICE AND FIRE RESILIENCY FUNDS</u>

<u>Consistent with NMSA 1978, sec. 35-15-12, all fees collected for violations of the city of Santa Fe's Uniform Traffic Ordinance, Schedule A and for Aggressive Driving, SFCC 1987, Section 12-6-12.4A, shall be allocated, fifty percent (50%) to the Law Enforcement Fund and fifty percent (50%) to the Fire Support Services Fund, with the exception of fines collected for speeding, which are allocated to the Traffic Calming Program as described in Section 4 above.</u>

SECTION [~~5~~] <u>6</u>. MUNICIPAL COURT FEES.

In addition to the penalty assessment established pursuant to this Exhibit, there shall be assessed the municipal court fees for each penalty assessment petty misdemeanor as set forth in Section 1-3.2 SFCC 1987.

SECTION [~~6~~] 7. PENALTY ASSESSMENT PETTY MISDEMEANORS; OPTION; EFFECT.

A. Unless a warning notice is given, at the time of making an arrest for any penalty assessment petty misdemeanor, the arresting officer shall offer the alleged violator the option of accepting a penalty assessment. The violator's signature on the penalty assessment notice constitutes an acknowledgement of guilt of the offense stated in the notice, and payment of the prescribed penalty assessment is a complete satisfaction of the violation.

B. Payment of any penalty assessment shall be made by mail to the Municipal Court, City of Santa Fe, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 within 30 days from the date of arrest. Payments of penalty assessments are timely if postmarked within the time limits set from the date of arrest. The Municipal Court shall issue a receipt when a penalty assessment is paid by currency, but a check or money order tendered by the violator upon which payment is received is sufficient receipt.

C. No record of any penalty assessment payment is admissible as evidence in any court in any civil action.

SECTION [~~7~~] 8. FAILURE TO PAY PENALTY ASSESSMENT.

A. If a penalty assessment is not paid within 30 days from the date of arrest, the violator shall be prosecuted for the violation charged on the penalty assessment notice in a manner as if the penalty assessment notice had not been issued. Upon conviction in such prosecution, the court shall impose penalties as provided for by the New Mexico Uniform Traffic Ordinance (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense charge, and the scheduled penalty assessment shall not apply.

B. In addition to the prosecution provided for in Section A above, it is a petty misdemeanor for any person who has elected to pay a penalty assessment to fail to do so within 30 days from the date of arrest.

C. The municipal court shall not notify the motor vehicle division of the state of New Mexico when a person fails to pay a penalty assessment within the required period of time.

SECTION [~~8~~] 9. VIOLATIONS NOT LISTED ON PENALTY ASSESSMENT SCHEDULE. This traffic violation penalty assessment schedule does not apply to traffic violations not listed above which are petty misdemeanors. Such violations mandate a court appearance with a fine of up to three hundred dollars ($300.00) and up to 90 days in jail.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

APPROVED AS TO FORM:

Marcos D. Martinez
Marcos D. Martinez (Apr 24, 2026 14:48:05 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill/2026-9(B)/Defining Aggressive Driving

FIR No. 10615.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Defining Aggressive Driving and Establishing Penalties

Sponsor(s): Councilor Pilar Faulkner, Councilor Amanda Chavez, and Councilor Lee Garcia

Reviewing Department(s): Finance Department, City Attorney's Office, Police Department, Fire Department

Staff Completing FIR: Ben Valdez, Deputy Chief of Police

Date: 4/16/2026 **Phone:** (505) 955-5040

Reviewed by City Attorney: Marcos D. Martinez Marcos D. Martinez (Apr 24, 2026 14:48:05 MDT) **Date:** 04/24/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 24, 2026 14:50:43 MDT) **Date:** 04/24/2026

Summary:

The adoption of this bill would create a new subsection of Article VI of the Uniform Traffic Ordinance ("UTO"), Exhibit A of Chapter 24 of SFCC 1987 to define, criminalize, and penalize "aggressive driving". It specifies that every person convicted of aggressive driving shall be required to comply with a mandatory court appearance and be punished as follows:

1) Upon a first conviction by fine of two hundred and fifty dollars ($250);
2) Upon a second conviction, by imprisonment for seven days, and by a fine of five hundred dollars ($500);
3) Upon a third conviction, by imprisonment for fourteen days and a fine of five hundred dollars ($500);
4) Upon subsequent convictions, imprisonment for ninety days and a fine of five hundred dollars ($500).

The bill includes a provision specifying that the court shall permit people who are convicted of aggressive driving and who are determined to be indigent to perform community service in lieu of payment of fines; however, this does not prevent the court from sentencing the person to jail, if applicable.

Additionally, the bill amends Article VI of the UTO, Subsection 12-6-12.3, SFCC 1987, "Reckless Driving," to accomplish the following changes to the reckless driving fines:

1) Eliminates the concept of minimum penalties;
2) Upon first conviction, raises the maximum penalty from twenty-five dollars ($25) to two hundred and fifty dollars ($250);
3) Upon second conviction, raises the maximum penalty from three hundred dollars ($300) to five hundred dollars ($500).

Lastly, the bill creates a section in the UTO called the "Police and Fire Resiliency Funds". Upon adoption of the ordinance, and in compliance with Section 2-2.4, SFCC 1987, all fines collected for violations of the UTO, Schedule A, for aggressive driving, and for reckless driving shall be allocated fifty percent (50%) to the Law Enforcement Fund and fifty (50%) to the Fire Support Services Fund, with the exception of fines

collected for speeding (which are allocated toward the Traffic Calming Program).

Departments Affected:
City of Santa Fe's Police Department, Fire Department, and Finance Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, aggressive driving will not be defined as a punishable offense in the City of Santa Fe's Municipal Code, nor will the fines for reckless driving, aggressive driving, and all fines listed on Schedule A of the UTO be allocated to the Law Enforcement Fund and the Fire Services Support Fund.

Performance and Administrative Implications:
The Police Department will maintain statistics for the number of violations for aggressive driving when a citation is issued, including the underlying offenses that make the incident rise to the level of aggressive driving. The statistics will be presented annually in the Traffic Unit's portion of the Police Department's Annual Report. The Police Department will also conduct enforcement and education to improve the safety of our roads to make drivers aware of the consequences of aggressive driving.

Fiscal Implications:
***The fees generated from the UTO's Schedule A in fiscal year 2025 totaled approximately $124,000. If we continue this trend, we can anticipate a similar collection rate in funds from Schedule A, absent any significant changes. With the implementation of the Ordinance, the City may see a small increase in revenue associated with aggressive driving violations. On a fund level, the General Fund would see a small decrease in revenue due to the reallocation of fine revenue to the Law Enforcement and Fire Support Services Funds, both of which would see a positive impact respectively due to the collection of fees from Schedule A, fees from reckless driving, as well as fees collected from aggressive driving fines.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

***See "Fiscal Implications" narrative above.

Signature:

Email: tjgrundler@santafenm.gov

Signature:

Email: bpvaldez@santafenm.gov

HDRB and misconceptions about history of White House costs: In my opinion as a tour guide and historian who works in historic preservation, it would be a huge mistake to do away with the HDRB. It would be killing the golden goose. I cannot tell you how many people marvel at the look of Santa Fe and the preservation of historic structures and materials and tell me that is why they came to visit.

Other thoughts: I have observed the H Board meetings and have gone before the Board as an applicant and representative. Yes, there are times when they can seem arbitrary but I have observed a much greater effort to be clear about applying the ordinance as it is written in the past few years.

Also historic materials including windows are part of the architectural history of the building and the town. Just yesterday on one of my tours, the visitors remarked about the unique appearance of our downtown and how much they appreciated the character of the buildings.

There are historic towns where you cannot change the footprint of the structure at all--here the ordinance allows a 50 percent increase and somewhat more if you can prove hardship.

As for driving people out of historic districts, it is housing prices now and people's desires (1970s-80s) to live in a more modern house that contributed to descendants of original owners leaving grandma's adobe.

And if there is hardship then the Board has allowed historic materials to be replaced, height to increase and additions to the floor space. But is it a hardship to want to add 3400 sf onto an 1800 sf significant home so you can have studio space, garages,and multiple guest units?...So many owners come before the Board and tell them how they love Santa Fe and its historic character BUT....and then come up with some reason why their property should not be subject to the same restrictions as others.

As for the White House, the owners have been working on the building for years. They spent $5 million on the construction before they discovered that the initial contractor was not doing the work properly and had made some parts of the building more susceptible to damage. They were not paying attention to his work nor did they seemingly hire a project manager despite the cost of the renovations and the city inspectors also missed these substandard changes.

The HBoard bent over backward to give them many of the changes (nonhistoric) that they wanted--including a green house, a glass roof between the wall on Grant and the building (as if there were not enough windows already), a car port with steel so they could have solar on top of it and a 10 ft perimeter wall so you could not see the solar...The Board has had a clear practice that if a window is more than 40 percent degraded, it may be replaced but if it is 40 percent or less than it needs to be repaired. The owners' own window expert listed several that could be repaired or that were between 30-40 percent degraded (fair condition according to the report) and that the Board wanted repaired. The city councilors should have picked a less expensive renovation to complain about the costs allegedly caused by the H Board IMHO.

City Ethics and Campaign Review Board and IPRA. The ECRB requested the city clerk and code enforcement to produce records showing when David Montoya and Leroy Trujillo were notified of sign violations in the past city election and when code enforcement went out to verify in anticipation of hearings on complaints 2025-4 and 2025-5. The ECRB was told it had to do an IPRA request and then the city changed its mind. However a month later the city has not produced the requested information. It is delaying a hearing on cases 2025-4 (Montoya) and 2025-5 (Trujillo) and has given Montoya time to dream up a frivolous SLAPP complaint of an unregistered PAC because I filed the complaints a day after the election—which obviously would not influence an election.

Risk for city and failure of hired lawyer to be honest re safety at city recreation facilities.:

I asked if Jennifer Bransford who is in charge of the weight room at Perez and who instructs people on work outs and teaches aerobics had any kind of license or certificate to do so. The hired lawyer admitted no but then said it was irrelevant and that no such licensure or certificate is required. However that is an untrue statement. Even city employees who are teaching classes or instructing the public on workouts has to have at a minimum a physical trainer's license/certificate. And certainly outside aerobics, yoga, spin bike, pilates instructors must have the appropriate certificate and insurance. Bransford does not have a Red Cross certificate or CPR training that is required for her job and which she had 6 months to obtain. It has been **six years**. This lack of training creates a major risk and shows the lack of safety in the operation of the weight room FYI. If the city is so concerned about personal injury lawsuits how does it allow this employee to operate without such training and licensures?

Tierra Contenta: Problem with the appeals ordinance The decision by the LUD and the city attorney to find Homewise had no standing is a perfect example of lack of due process in the appeals ordinance. I have given councilors Barett and Bustamante and now Mayor Garcia suggested changes (limited public hearing) to avoid blocking an appellant without a hearing. The parallel would be a prosecutor going to the judge and the two agreeing that a party lacked standing and dismissing the case without notice to the appellant or an opportunity for the appellant to be heard. **Time To Make a Change Here.**

IPRA Problems On IPRA request S000266-121125, I received a response from Katherine Garcia Gallegos that stated in part "Your request will be internally directed to the relevant department(s) to locate any responsive material we may have. If responsive documents are readily available, we will provide copies of those records immediately. If records are not available within 15 calendar days of your request, you will be notified with an updated estimate of when your records will be available". The request was for inspection schedule for security cameras in the weight area at Perez and maintenance reports for nonworking cameras at Perez between 1 Jan 2017 and 3 Aug 2021 made on 10 Dec 25. ***Five Months later,*** I have received no updates from Ms Garcia Gallegos. I believe this is a violation of IPRA.

S000259-121025 I requested copies of Notice of Violation for 1102, 1104. 1106, 1108 and 1110 for lack of maintenance of sidewalks and curbs from 1 Jan 2020 to 8 Dec 2025 and the status of each such notice, summons or complaint.

Ms Garcia-Gallegos's response in part: I have determined your request is excessively burdensome or broad pursuant to NMSA 1978, Section 14-2-10 and will respond in a reasonable time while we continue to work with the Land Use Department to locate and identify possibly responsive records to your request. I am currently processing 199 open requests and need to respond to each open request.

I will send you and update on my progress for your request on or about February 27, 2026. Your patience is greatly appreciated as we continue gathering and reviewing material that may be responsive to your request.

I finally received an update about ten days ago (almost five months later) repeating it was burdensome—no end date estimated. Instead I now see online 2 reports for 1102 Don Cubero that stated in part Parkway - 14-9.2 (H) Parkway Corrective Action: Clear parkway/sidewalks of vegetation blocking sidewalk access. (vegetation at the corner of Don Diego/Don Compliance Date: 10/25/2022 Signed by Vidal Garcia.

There were no sidewalks to speak of on that date—they were badly deteriorated. The reports are differently numbered but for the same violation. WTH! Did the inspector Garcia even go out to this block? How could he miss the deteriorated sidewalks and curbs? The deterioration on this block has gone on for over **ten years** now Why did Regina Wheeler tell me that Fred cited the owner at 1102 Don Cubero in Sept/Oct 2025 but no action. These notices were online but no notice was sent to me. ***SO again Five Months later no substantive response I sent an email to the mayor and still no response.***

When will the city fix the curbs and sidewalks on this block and assess the owners??????

From: City of Santa Fe
To: Governing Body Public Comment
Subject: New submission from your Governing Body Public Comment form
Date: Tuesday, April 28, 2026 9:18:14 AM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Submitted on: Tuesday, April 28, 2026 at 9:18am

- First Name: SK
- Last Name: Ammerman
- Your Email Address: stonefieldsheep@icloud.com
- Your District: District 2
- Meeting Date: 4/29/26
- Section of Agenda you would like to comment on: Public Comment
- Your Comment: ENforce Planning Commisssion requirements of water, access, traffic analysis and other compliance. Incomplete data is insufficient for approval.

From: City of Santa Fe
To: Governing Body Public Comment
Subject: New submission from your Governing Body Public Comment form
Date: Tuesday, April 28, 2026 9:08:29 AM

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Submitted on: Tuesday, April 28, 2026 at 9:08am

- First Name: SK
- Last Name: Ammerman
- Your Email Address: stonefieldsheep@icloud.com
- Your District: District 2
- Meeting Date: 4/29/26
- Section of Agenda you would like to comment on: Public Comment
- Your Comment: Please demand that the Planning Commission comply with all verifiable required documentation concerning the Cerrillos/ St. Francis intersection hotel proposal. Important data missing from the report affects the entire city quality of life.

From: City of Santa Fe
To: Governing Body Public Comment
Subject: New submission from your Governing Body Public Comment form
Date: Tuesday, April 28, 2026 8:35:30 AM

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Submitted on: Tuesday, April 28, 2026 at 8:35am

- First Name: SK
- Last Name: Ammerman
- Your Email Address: stonefieldsheep@icloud.com
- Your District: District 2
- Meeting Date: 4/29/26
- Section of Agenda you would like to comment on: Public Comment
- Your Comment: Please comply with Santa Fe City Code Re:

  Proposed hotel at Cerrillos/ St. Francis intersection. Incomplete and/ or unverifiable deficiencies afflict the Planning Commission report.

CITY OF SANTA FE

Memorandum

Date: 3/2/2026

To: Governing Body, Quality of Life Committee

From: Marci Eannarino, Manager of Legislation and Policy Innovation ME
Palmer Anderson, Policy Analyst PALMER ANDERSON
Christine Spiers, Legislative Coordinator CMS

Via: Marcos Martínez, Interim City Attorney MM

RE: Amending SFCC Section 23-6 to Remove Resolution Requirement for Alcohol Sales on City Property

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EXECUTIVE SUMMARY:

The proposed Ordinance would remove the requirement for a resolution to approve the sale of alcoholic beverages on City of Santa Fe's ("City") property. Instead of requiring a resolution for each event, the bill proposes that prior to the Governing Body's approval, the City Clerk would review applications for sale and/or consumption of alcohol on City property and would make a written recommendation for approval specifying the event, date, hours, location, number of expected attendees, type of alcohol to be served, and the required permits and insurance. After the City Clerk's review of the applications and recommendation for approval of the event, the Governing Body's motion for approval would be recorded in the minutes of a regular Governing Body meeting. Lastly, the City Clerk's recommendation would take place at least thirty (30) days prior to the event.

ATTACHMENTS:

Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-8

INTRODUCED BY:

Councilor Alma Castro

A BILL

AMENDING SECTION 23-6, SFCC 1987 TO REMOVE THE RESOLUTION REQUIREMENT FOR THE PURPOSE OF APPROVING SALES AND CONSUMPTION OF ALCOHOL AT PUBLIC EVENTS ON CITY PROPERTY AND REQUIRING THAT GOVERNING BODY APPROVAL BE RECORDED IN REGULAR GOVERNING BODY MINUTES UPON THE CITY CLERK'S RECOMMENDATION FOR APPROVAL.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 23-6.2 of SFCC 1987 (being Ord. No. 2021-14, § 1, as amended) is amended to read:

23-6.2 – Permitted locations for the sale and consumption of alcohol on city property.

A. The sale or consumption of alcoholic beverages is permitted at the following locations on city property:

(1) The Santa Fe Community Convention Center and adjacent outdoor spaces under the center's control;

(2) That area of the Santa Fe Regional Airport main terminal building and adjacent areas operated as a restaurant;

underscored material = new [bracketed material] = delete

(3) The Marty Sanchez links de Santa Fe (golf course);

(4) Buildings owned by another party located on land owned by the city;

(5) On land or buildings owned by the city, located within the Santa Fe Railyard, as described in the Railyard Master Plan, for which the city has entered into a lease with another party for six (6) months or more except for the Railyard Park, Plaza and Alameda (as defined in the amended and restated Deed of Conservation Easement dated May 30, 2018) where alcohol is prohibited, unless specifically permitted under subsection 23-6.2 SFCC 1987;

(6) On land or buildings owned by the city for which the city has entered into a lease with another party; and

(7) In or on railroad cars located on railroad tracks except as prohibited by state or federal law; and

(8) During professional baseball games, the area of Fort Marcy ballpark designated for concessions and seating;

(9) The governing body shall review the amendment to paragraph (6) above, removing a six (6) month minimum lease duration, contained in Ordinance 2021-14, three (3) years from the date of adoption.

B. The only alcohol sales and consumption permitted at Fort Marcy ballpark are beer and wine.

C. Consistent with NMSA 1978, Section 60-6A-12, [~~T~~]the governing body may approve by [~~resolution~~] motion, to be recorded in the minutes of a regular governing body meeting, the sale and consumption of alcohol at all other locations on city property, except within the plaza as defined by subsection 23-5.1(S). Such approval may be granted following the city clerk's review of the applicant's relevant permits, licenses, and insurance, and the city clerk's recommendation for approval. The [~~resolution~~] clerk's

written recommendation for approval shall specify[~~ing~~] the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance. The governing body's approval shall [~~be adopted~~] occur at least thirty (30) days in advance of the event. The [~~resolution~~] recommendation shall be limited to authoriz[~~ation~~]e [~~for~~] a single event [~~, unless otherwise stated in the resolution~~].

D. All other applicable approvals required by state or city laws and regulations shall be obtained prior to the sale or consumption of alcoholic beverages on the property described in this subsection 23-6.2.

[~~E. As a response to the May 27, 2020, public health order issued by the New Mexico Department of Health allowing limited outdoor dining service for qualified restaurants, and to enhance physical distancing restrictions due to the COVID-19 pandemic, sale and consumption of alcohol on any city sidewalk, street, right-of-way, or other specified property that has been designated and approved for temporary use by a current liquor licensee may occur pursuant to the following limitations:~~

~~1. A licensed establishment shall obtain and maintain a general liability policy in the amount of one million dollars ($1,000,000.00) and a liquor liability policy in the amount of two million dollars ($2,000,000.00) and must name the city, officers, employees, and agents as additional insureds.~~

~~2. The licensed establishment must apply for and receive an obstruction permit from the city that includes the requirement to indemnify the city.~~

~~3. The licensed establishment must also obtain a temporary change/expansion of liquor license premises issued by the alcoholic beverage control division of the New Mexico Regulation and Licensing Department. Proof of the approved temporary change/expansion of liquor license premises must be produced upon request of police, fire, or other authorized city official.~~

~~4. The sale and consumption of alcoholic beverages on any city property allowed under this subsection shall be subject to the regulations concerning alcoholic beverages contained in SFCC Section 4-2, 1987.~~

~~5. Unless extended by ordinance or resolution, any license or permit issued pursuant to this subsection shall expire on October 31, 2021.~~]

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Mar 3, 2026 14:28:09 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bill/Amending Section 23-6 to Remove Resolution Requirement for Alcohol Sales on City Property

FIR No. 10736.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Amending section 23-6 of Santa Fe City Code to Remove Resolution Requirement for sale of Alcohol on City Property

Sponsor(s): Councilor Alma Castro

Reviewing Department(s): City Attorney's Office, City Clerk's Office

Staff Completing FIR: Marci Eannarino, Manager of Legislation and Policy Innovation; Palmer Anderson, Policy Analyst; Christine Spiers, Legislative Coordinator

Date: 1/29/2026 **Phone:** (505) 955-6563

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Mar 3, 2026 14:28:09 MST) **Date:** 03/03/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Mar 4, 2026 08:51:49 MST) **Date:** 03/04/2026

Summary:
The proposed Ordinance would remove the requirement for a resolution to approve the sale of alcoholic beverages on City of Santa Fe's ("City") property. Instead of requiring a resolution for each event on City property, the bill proposes that prior to the Governing Body's approval, the City Clerk would review applications for sale and/or consumption of alcohol on City property and would make a written recommendation for approval specifying the event, date, hours, location, number of expected attendees, type of alcohol to be served, and the required permits and insurance. After the City Clerk's review of the applications and recommendation for approval of the event, the Governing Body's motion for approval would be recorded in the minutes of a regular Governing Body meeting. Lastly, the City Clerk's recommendation would take place at least thirty (30) days prior to the event.

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Governing Body will continue to have to approve the sale and consumption of alcoholic beverages on city property through the approval of a Resolution.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
Adopting this ordinance would improve the efficiency the Office of Legislation and Policy Innovation by reducing the time spent on drafting, tracking, and finalizing alcohol approval resolutions. It is possible this change could also improve the efficiency for constituents who are applying to serve and/or sell alcohol on City property.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: Marci Annarino

Email: maeannarino@santafenm.gov

Signature: Peter Anderson

Email: pcanderson@santafenm.gov

Signature: CHRISTINE SPIERS

Email: cmspiers@santafenm.gov

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 87504-0909

ACCOUNT:	S2460
AD NUMBER:	116768
TAG LINE	LEGAL #95170
P.O.#:	

1 TIME(S)	$145.52
AFFIDAVIT	10.00
TAX	12.73
TOTAL	168.25

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No a copy of which is hereto attached was published in said newspaper 1 day(s) between 04/15/2026 and 04/15/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 15th day of April, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 17th day of April, 2026

Notary _____

Commission Expires: 3/19/29

STATE OF NEW MEXICO
NOTARY PUBLIC
KAREN E ABEYTA
COMMISSION # 2005802
COMMISSION EXPIRES 03/19/2029

LEGAL #95170

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, April 29, 2026.

The purpose of the public hearing will be to consider the following:

BILL NO. 2026-05. 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.

BILL NO. 2026-08. A Bill Amending Section 23-6, SFCC 1987 to Remove the Resolution Requirement for the Purpose of Approving Sales and Consumption of Alcohol at Public Events on City Property and Requiring that Governing Body Approval Be Recorded in Regular Governing Body Minutes Upon the City Clerk's Recommendation for Approval.

This bill is available in its entirety on the City's web site http://www.santafenm.gov (click on Departments/City Attorney/Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Interested parties may view the meeting on the City's YouTube Channel: https://www.youtube.com/user/cityofsantafe. An agenda with complete information about meeting attendance and instructions to provide live public comment will be posted on the City's website no later than seventy-two (72) hours before the meeting: https://santafenm.portal.civicclerk.com/.

The Governing Body shall review and consider all public input prior to taking action.

(signed)
Geralyn Cardenas
City Clerk/Director of Community Engagement

PUB: April 15, 2026

Date: February 18, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Alan G. Hook, Water Resources Coordinator AGH

Via: Jesse Roach, Interim Public Utilities Director Jesse Roach
Jonathan Montoya, Interim Water Division Director JM
William Schneider, Water Resources Supervisor WHS

RE: Acceptance of a Loan and Grant Funding from the New Mexico Water Trust Board in the amount of $2,500,000 for the McClure Dam Repair Project, Water Trust Board Project No. WFP-6613

EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of $1,000,000 as well as a grant of $1,500,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe ("City"), New Mexico. The total amount, $2,500,000, would finance the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978 § 72-4A-7. With respect to the loan debt, the bill pledges that the City would pay the loan amount and administrative fee directly from the net revenues of the water utility system of the City.

ATTACHMENTS:

Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-05

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Pilar Faulkner

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

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

underscored material = new [~~bracketed material~~] = delete

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.

Capitalized terms used in the following recitals have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico, and more specifically, NMSA 1978 §§ 3-1-1 through 3-66-11, as amended, and is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority (NMFA) and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules, the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 35, Laws 2025, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on May 22, 2025, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to

the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $500,000.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City Manager and City Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico

Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan/Grant Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means duly organized City Council and Mayor of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $1,500,000.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the Borrower/Grantee (the "Master Utility Ordinance").

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this

entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of $1,000,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $2,500,000.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net Revenues of the System pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues

to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee,

and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

E. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

F. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $1,500,000 and borrowing the Loan Amount of $1,000,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of $1,500,000 and the Loan shall be in the amount of $1,000,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account

both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan/Grant Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues subordinate to the lien thereon of all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, shall be on parity with the lien of the Loan/Grant Agreement authorized by this Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually

authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the

Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

[*Remainder of page intentionally left blank.*]

[*Form of Notice of Adoption of Ordinance for Publication*]

CITY OF SANTA FE, NEW MEXICO

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. _____, duly adopted and approved by the Governing Body of the City of Santa Fe, New Mexico on _____, 2026. A complete copy of the Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk at 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

The title of the Ordinance is:

AN ORDINANCE 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 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.

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

[*End of Form of Notice of Adoption for Publication*]

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Mar 3, 2026 16:21:27 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bill/6613 McClure Dam Loan/Grant Agreement $2,500,000

10741.0

Attachment A

$2,500,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

_____,2026

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO,
as Borrower/Grantee.

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated _____,2026, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF SANTA FE** in SANTA FE COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $1,000,000 from the Lender/Grantor and to accept a grant in the amount of $1,500,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 12, 2024 and January 21, 2025 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 35 Laws 2025, being House Bill 206 of the 2025 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). In addition, capitalized terms not defined in the recitals or in this Article I shall have the meaning assigned to such terms in Ordinance No. 2016-19 of the Borrower/Grantee (the "Master Water Utility Ordinance") unless the context clearly requires otherwise. In the event of a conflict between the defined terms in this Agreement and those in the Master Water Utility Ordinance, the defined terms in the Master Water Utility Ordinance shall supersede those in this Agreement.

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $500,000.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

"Agreement Term" means the term of this Agreement as provided under Article III of this Agreement.

"Application" means the New Mexico Water Trust Board Application dated September 12, 2023 and the New Mexico Water Trust Board Readiness Application dated January 22, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director, Treasurer, City Manager, and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means duly organized City Council and Mayor of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $1,500,000.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $1,000,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $2,500,000.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "B" hereto.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs,

required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

"Ordinance" means the Borrower/Grantee's Ordinance No. _____, adopted by the Governing Body on _____, 2026, authorizing the acceptance of the Loan/Grant, approving

this Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Senior Obligations" means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing

Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the structural and material design life of the Project including planning and design features as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a

pro rata basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for storage, conveyance or delivery of water to end-users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or

other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient

to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. The Borrower/Grantee covenants that, in addition to complying with the Rate Covenant set forth and defined in the Master Water Utility Ordinance, it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The engineering design or engineering feasibility reports shall not involve or anticipate a sale, lease, mortgage, pledge, or the relocation or disposal of any part of the Project or System designed during its Useful Life; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project will be conducted and completed and if any portion of the Project will be designed, constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Reserved.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for water service or facilities, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, water service shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) Additional Obligations. The Borrower/Grantee may incur additional Senior Obligations upon the satisfaction of the additional bonds test set forth in the Master Water Utility Ordinance. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Parity Obligations unless such Parity Obligation has been issued by the NMFA. The Borrower/Grantee shall identify any additional Senior Obligations issued by the

Borrower/Grantee after the Closing Date in any future application for financing submitted to the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project will be conducted and completed; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated

during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The plans and specifications for the Project shall incorporate available technologies and operational design for water use efficiency. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Project shall be designed to have a structural and material design life of the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the acquisition implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on December 31, 2025 and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody

and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Santa Fe
Attn.: Finance Director
200 Lincoln Ave
Albuquerque, New Mexico 87501

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee

hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on August 7, 2024 and by the NMFA's Board of Directors on August 29, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan/Grant Counsel

By_____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By_____
Mark Chaiken, General Counsel

BORROWER/GRANTEE:
CITY OF SANTA FE, SANTA FE COUNTY,
NEW MEXICO

By_____
Michael Garcia, Mayor

[SEAL]

ATTEST:

By_____
Geralyn Cardenas, Interim City Clerk

APPROVED AS TO FORM:

By_____
Marcos Martíez, Interim City Attorney

EXHIBIT "A"

TERM SHEET

$2,500,000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

Project Description:	The Project is storage, conveyance or delivery of water to end-users. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of designing McClure Dam to outlet conduit and spillway, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$1,500,000
Loan Amount:	$1,000,000
Pledged Revenues:	"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fees pursuant to the Ordinance and the Agreement.
Outstanding Senior Obligations for Pledged Revenues:	City of Santa Fe, New Mexico Water Utility System Refunding Revenue Bonds, Series 2016, DW-1475, DW-2696, NMED Loan CWSRF 140, DW-6522
Outstanding Parity Obligations:	WPF-6316 WPF-6315 WPF-6314
Authorizing Legislation:	Borrower/Grantee Ordinance No. _____, adopted _____, 2026
Additional Funding Amount:	$500,000
Closing Date:	_____,2026

Project Account Amount: $2,500,000

Expense Account Deposit: $0.00

Administrative Fee: .25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2028 and ending June 1, 2047. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $2,500,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Santa Fe, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6613 Closing Date: _____,2026

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $_____

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____ _____

AUTHORIZED OFFICER
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: City of Santa Fe **Contact Name:** **Title:** **Email Address:**	**Project Number**: WPF-6613 **Project Name**: McClure Dam repair project **Project Type**: Design

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $_____ **Current Balance**: $_____

Loan 40% Grant 60% Match $500,000

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer **PRINT NAME:**_____

PRINT TITLE:_____

SIGNATURE: **Date:**

All fields must be completed.

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $2,500,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Santa Fe, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6613

Closing Date: _____,2026

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 2025-5 adopted by the Borrower/Grantee on January 15, 2025

2. Ordinance No. _____ adopted on _____, 2026, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Santa Fe New Mexican*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Pledge Revenue Certificate

7. Final Opinion of Counsel for the Borrower/Grantee

8. Final Opinion of Bond Counsel for the Borrower/Grantee

9. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA

10. NMFA Application and Project Approval (informational only)

FIR No. 10741.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): 6613- Water Project Fund Loan & Grant Agreement for $2.5 million toward McClure Dam

Sponsor(s): Councilor Amanda Chavez and Councilor Pilar Faulkner

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Alan Hook, Water Resources Coordinator
Date: 2/19/2026 **Phone:** (505) 955-4205

Reviewed by City Attorney: Marcos Martinez (Mar 3, 2026 16:21:27 MST) **Date:** _____

Reviewed by Finance Director: ANDREA PHILLIPS (Mar 4, 2026 08:50:11 MST) **Date:** 03/04/2026

Summary:
The proposed bill would authorize the execution and delivery of both a Water Project Fund loan of $1,000,000 as well as a grant of $1,500,000 between the New Mexico Finance Authority (NMFA) and the City of Santa Fe ("City"), New Mexico. The total amount, $2,500,000, would finance the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway. The bill specifies that both the loan and the grant be utilized solely for the eligible project costs, pursuant to NMSA 1978 Section 72-4A-7. With respect to the loan debt, the bill pledges that the City would pay the loan amount and administrative fee directly from the net revenues of the water utility system of the City.

Departments Affected:
Public Utilities Department.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not authorize funds for a total of $2,500,000 in the form of a loan of $1,000,000 and a grant of $1,500,000.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The City of Santa Fe has executed two other loan/grant funding agreements from the Water Project Fund. Also, another loan/grant agreement is moving through the governing body approval process now, and the agreement should be executed in June 2026. This will be the fourth loan/grant funding agreement received from the Water Project Fund from the FY24-25 funding cycles and City of Santa Fe Water expects to utilize requisitions for invoices in FY26 through FY28 for the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of two million five hundred thousand dollars ($2,500,000) for the purpose of financing the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway. These funds take the form of two agreements – a loan for one million dollars ($1,000,000) and a grant for one million five hundred thousand dollars ($1,500,000). The loan portion of the agreement is to be paid back within 20 years at an interest rate of 0.025%.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$2,500,000	$	$		NR	505	
Operating	$	$	$51,322.88				$
Total:	$2,500,000	$	$				$

Expenditure Narrative:
The City will spend both portions of the agreement—the grant portion will be one million five hundred thousand dollars ($1,500,000), while the loan portion will be one million dollars ($1,000,000), with a grand total of two million five hundred thousand dollars ($2,500,000). The payment to the contractor will occur in FY2026 for expenditures that occurred after the award letter, dated June 5, 2025. The loan repayment begins June 1, 2028 and will come from the water utility enterprise fund over a 20-year term at an interest rate of 0.25% for the $1,000,000 portion of the loan debt. The interest expenditure on the $1,000,000 loan will be in the total amount of $26,458 by FYE 2047.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$ 2,500,000	$	$	NR	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$2,500,000	$	$		

Revenue Narrative:

Should the Governing Body adopt this bill, the City will receive one million five-hundred thousand dollars ($1,500,000) grant funding and one million dollars ($1,000,000) in loan funding for a total of two million five-hundred thousand dollars ($2,500,000) to support water project funds toward the cost of the design for the construction of McClure Dam repairs and upgrades to the McClure Dam spillway.

Signature:

Email: jdroach@santafenm.gov

Signature: JONATHAN MONTOYA
JONATHAN MONTOYA (Mar 4, 2026 10:26:15 MST)

Email: jmmontoya@santafenm.gov

Signature: WALLAAM SCHNEADER

Email: whschneider@santafenm.gov

Signature: Alan Hook

Email: aghook@santafenm.gov

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 87504-0909

ACCOUNT:	S2460
AD NUMBER:	116768
TAG LINE	LEGAL #95170
P.O.#:	

1 TIME(S)	$145.52
AFFIDAVIT	10.00
TAX	12.73
TOTAL	168.25

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No a copy of which is hereto attached was published in said newspaper 1 day(s) between 04/15/2026 and 04/15/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 15th day of April, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 17th day of April, 2026

Notary _____

Commission Expires: 3/19/29

STATE OF NEW MEXICO
NOTARY PUBLIC
KAREN E ABEYTA
COMMISSION # 2005802
COMMISSION EXPIRES 03/19/2029

LEGAL #95170

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, April 29, 2026.

The purpose of the public hearing will be to consider the following:

BILL NO. 2026-05. 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.

BILL NO. 2026-08. A Bill Amending Section 23-6, SFCC 1987 to Remove the Resolution Requirement for the Purpose of Approving Sales and Consumption of Alcohol at Public Events on City Property and Requiring that Governing Body Approval Be Recorded in Regular Governing Body Minutes Upon the City Clerk's Recommendation for Approval.

This bill is available in its entirety on the City's web site http://www.santafenm.gov (click on Departments/City Attorney/Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Interested parties may view the meeting on the City's YouTube Channel: https://www.youtube.com/user/cityofsantafe. An agenda with complete information about meeting attendance and instructions to provide live public comment will be posted on the City's website no later than seventy-two (72) hours before the meeting: https://santafenm.portal.civicclerk.com/.

The Governing Body shall review and consider all public input prior to taking action.

(signed)
Geralyn Cardenas
City Clerk/Director of Community Engagement

PUB: April 15, 2026

CITY OF SANTA FE

Memorandum

Date: February 16, 2026

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

From: Brian Moya, Interim City Manager BM

RE: Reorganization of City Departments

EXECUTIVE SUMMARY:

The proposed Bill would amend SFCC 1987, Section 2-8.2 to reorganize the City's departmental structure. As part of the reorganization of the City's code itself, the bill proposes the following changes:

1) The creation of six new sections of city code to include 2-8.10 through 2-8.15; and
2) A reorganization of various City departments into new code locations; and
3) The inclusion of a newly created "General Provisions" section that includes definitions for "departments" and "divisions" as well as the inclusion of Exhibit A "City of Santa Fe Organizational Chart: Subsection 2-8.1", representing the offices of the Mayor, City Clerk, City Manager, City Attorney and all departments reporting directly to the City Manager; and
4) As technical "clean-up" the repeal of Sections 2-14, 2-15, and 2-20 as well as the repeal of Exhibit C of SFCC 1987, "City Organization".

Additionally, the bill makes the following changes to the City's organizational structure:

1) Renaming the Community Health and Safety Department the "Community Services Department" and reorganizing to include Youth and Family Services and Recreation, and to remove the Office of Emergency Management; and
   eliminating the Community Development Department; and
2) Establishing the Emergency Management Department: and
3) Reorganizing the Economic Development Department to include the Arts and Culture Division and the Film Division; and
4) Reorganizing the Land Use Department to include the Affordable Housing Division; and
5) Creating the TOURISM Santa Fe Department; and
6) Establishing a new "Regional Airport Department"; and
7) Creating the "Metropolitan Redevelopment Agency ("MRA") Department".

CITY OF SANTA FE

Memorandum

ATTACHMENTS:

Bill, including Exhibit A, “City of Santa F Organizational Chart: Subsection 2-8.1”
Fiscal Impact Report (FIR)

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-3

INTRODUCED BY:

Mayor Michael Garcia

A BILL

RELATING TO CITY ADMINISTRATION; AMENDING SECTION 2-8 SFCC 1987 TO REORGANIZE CERTAIN CITY DEPARTMENTS; CREATING NEW SECTIONS OF CODE TO INCLUDE 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, AND 2-8.15; AMENDING SECTION 2-8.1 SFCC 1987 TO INCLUDE A GENERAL PROVISIONS SECTION AND EXHIBIT A ; AMENDING SECTION 2-8.2 TO RENAME COMMUNITY HEALTH AND SAFETY DEPARTMENT TO "COMMUNITY SERVICES DEPARTMENT" AND TO INCLUDE YOUTH AND FAMILY SERVICES AND RECREATION, AND TO REMOVE THE OFFICE OF EMERGENCY MANAGEMENT; AMENDING SECTION 2-8.3 SFCC 1987 TO ELIMINATE THE COMMUNITY DEVELOPMENT DEPARTMENT; AMENDING 2-8.4 TO ESTABLISH THE OFFICE OF EMERGENCY MANAGEMENT AND CHANGING THE NAME FROM OFFICE OF EMERGENCY MANAGEMENT TO "EMERGENCY MANAGEMENT DEPARTMENT"; AMENDING 2-8.5 CREATE A NEW DEPARTMENT THE "ECONOMIC DEVELOPMENT DEPARTMENT" AND TO INCLUDE THE ARTS AND CULTURE DIVISION AND THE FILM DIVISION; AMENDING 2-8.6 CREATING A DEPARTMENT THE "LAND USE DEPARTMENT"

underscored material = new [~~bracketed material~~] = delete

AND TO INCLUDE THE AFFORDABLE HOUSING DIVISION; AMENDING SECTION 2-8.7 CREATING TOURISM SANTA FE DEPARTMENT; CREATING SECTION 2-8.14 TO INCLUDE A NEW "REGIONAL AIRPORT DEPARTMENT"; CREATING SECTION 2-8.15 TO INCLUDE THE METROPOLITAN REDEVELOPMENT AGENCY AND RENAMING IT "METROPOLITAN REDEVELOPMENT AGENCY ("MRA") DEPARTMENT"; REPEALING SECTIONS 2-14, 2-15, AND 2-20 SFCC 1987; REPEALING EXHIBIT C OF SFCC 1987, "CITY ORGANIZATION".

Section 1. Moving "Finance Department" without amendments from Section 2-8.1 of SFCC 1987 to Section 2-8.2, and amending 2-8.1 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Finance Department" from Section 2-8.1 to Section 2-8.2, SFCC 1987 is omitted for readability. To view "Finance Department" without amendments, see bill Section 2.*

2-8.1 – [~~Finance Department~~] General Provisions.

Section 2-8.1 contains general provisions for city departments.

A. Definitions.

Department. A department is the highest organizational unit in the city.

Division. A division is the organizational unit located directly below a department.

B. Organizational structure.

The organizational structure of the city is represented in Exhibit A and may include considerations such as but not limited to supervisorial structure, services, and budget.

Section 2. Moving "Community Health and Safety Department" with amendments from Section 2-8.2 of SFCC 1987 to Section 2-8.3, retaining language from current Section 2-8.1 "Finance Department" (being Ord. No. 2020-22 §3, as amended), and amending Section

2-8.2 (being Ord. No. 2025-8, as amended) as follows:

2-8.2 – [~~Community Health and Safety Department~~]. <u>Finance Department</u>.

Bill drafters' note: *Strikethrough showing relocation of "Community Health and Safety Department" from Section 2-8.2, SFCC 1987 is omitted for readability. To view proposed amendments to the "Community Health and Safety Department", SFCC 1987, see bill Section 3.*

A. Creation of department. There is created a department of city government to be known as the "finance department".

B. Finance officer.

(1) Position Established. The position of finance officer is established. The finance officer is the city treasurer and manager of the finance department of the city. The designation as finance officer shall not be considered separate employment nor occasion any additional salary.

(2) Duties. The finance officer shall:

(a) Receive all money due and payable to the city;

(b) Keep accounts and records in the manner prescribed by generally accepted accounting principles;

(c) Keep the money of the city separate from any other money in the finance officer's possession;

(d) Expend the money only as directed by the governing body;

(e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;

(f) Supervise the depositing and safekeeping of all money belonging to the city;

(g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in the

finance officer's care;

(h) Prepare annually, for the close of the fiscal year, a comprehensive annual financial report showing the receipts, expenditures and balances for each fund. A copy of the financial report shall be filed in the finance officer; and

(i) Perform other duties prescribed by law, ordinance or city rules and regulations.

(3) Reports to Governing Body. The finance officer shall be responsible and report to the governing body through the city manager.

(4) Records Open for Inspection. The records of the finance officer shall be open to inspection by any citizen during the regular business hours of the city.

Section 3. Removing "Community Development Department" from Section 2-8.3 of SFCC 1987, amending current Section 2-8.2 "Community Health and Safety Department" (being Ord. No. 2025-8, § 1, as amended), and amending Section 2-8.3 (being Ord. No. 2020-22, as amended) as follows:

2-8.3 – [~~Community Development Department~~]

[~~There is created a department of city government to be known as the "community development department" that shall include the following divisions: economic development division, office of affordable housing, planning and land use department, TOURISM Santa Fe department, and the arts and culture department.~~]

Community [~~Health and Safety~~] Services Department.

[~~A.~~] Creation of Department. There is created a department of city government to be known as the "community [~~health and safety department", which includes, but is not limited to, the community~~] services department" [~~and the office of emergency management~~].

[~~B. Community Services Department.~~] The community services department includes,

but is not limited to, senior services, youth and family services, recreation, and libraries.

[~~C. Office of Emergency Management.~~

~~(1) In accordance with Section 12-10-5 NMSA 1978, the "office of emergency management," shall consist of:~~

~~(a) An emergency manager who shall be appointed in accordance with Section 12-10-5 NMSA 1978, and who shall be subject to the personnel system of the city;~~

~~(b) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and~~

~~(c) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.~~

~~(2) Definitions.~~

~~*Civil emergency* means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.~~

~~*Comprehensive emergency management plan* (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.~~

~~*Curfew* means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.~~

~~*Disaster* means the occurrence of a natural catastrophe, technological accident, or~~

~~human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.~~

~~*Emergency* means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.~~

~~*Emergency management* means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.~~

~~*Emergency operations center* (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.~~

~~*Emergency plan* means an ongoing plan for responding to a wide variety of potential hazards.~~

~~*Hazard mitigation* plan means the representation of the city's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.~~

~~*National Incident Management System* (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.~~

~~(3) Purpose.~~

~~(a) The purpose of the office of emergency management is to coordinate the efforts of all municipal agencies and employees, nongovernmental~~

~~agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.~~

~~(b) The duty of the office of emergency management is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.~~

~~(c) The office of emergency management shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.~~

~~(d) The office of emergency management and safety shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.~~

~~(4) Emergency manager. The emergency manager shall:~~

~~(a) Be responsible to the director of community health and safety for the organization, administration, and operation of the emergency management program of the city;~~

~~(b) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;~~

~~(c) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political~~

~~subdivisions therein;~~

~~(d) Develop an organizational structure for the office of emergency management, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;~~

~~(e) Manage the EOC; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;~~

~~(f) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and~~

~~(g) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.~~

~~(5) Financing.~~

~~(a) Funds for necessary expenses of the office of emergency management, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with Section 12-10-7 NMSA 1978.~~

~~(b) The emergency manager shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.~~

~~(c) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.~~]

Section 4. Moving "Information Technology and Telecommunications Department" without amendments from Section 2-8.4 of SFCC 1987 to Section 2-8.8, amending Subsection 2-8.2(C) "Emergency Management" (being Ord. No. 2025-8, §1, as amended), and amending Section 2-8.4 (being Ord. No. 2020-22, §3, as amended) as follows:

2-8.4 – [~~Information Technology and Telecommunications~~] Emergency Management Department.

Bill drafters' note: *Strikethrough showing relocation of "Information Technology and Telecommunications Department" from Section 2-8.4 to Section 2-8.8, SFCC 1987 is omitted for readability. To view "Information Technology and Telecommunications Department", see bill Section 8.*

A. In accordance with Section NMSA 1978, Section 12-10-5 [~~NMSA 1978~~], the "[~~office of~~] emergency management department," shall consist of:

(1) An emergency [~~manager~~] director who shall be appointed in accordance with NMSA 1978, Section 12-10-5 [~~NMSA 1978~~], and who shall be subject to the personnel system of the city;

(2) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and

(3) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.

B. Definitions.

Civil emergency means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.

Comprehensive emergency management plan (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the

purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.

Curfew means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.

Disaster means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.

Emergency means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.

Emergency management means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.

Emergency operations center (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

Emergency plan means an ongoing plan for responding to a wide variety of potential hazards.

Hazard mitigation plan means the representation of the city's commitment to

reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.

National Incident Management System (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.

C. Purpose.

(1) The purpose of the [~~office of~~] emergency management department is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

(2) The duty of the [~~office of~~] emergency management department is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.

(3) The [~~office of~~] emergency management department shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.

(4) The [~~office of~~] emergency management department [~~and safety~~] shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.

D. Emergency [~~manager~~] director. The emergency [~~manager~~] director shall:

(1) Be responsible to the [~~director of community health and safety~~] city manager for the organization, administration, and operation of the emergency management program of the city;

(2) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;

(3) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;

(4) Develop an organizational structure for the [~~office of~~] emergency management department, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;

(5) Manage the EOC; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;

(6) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and

(7) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.

E. Financing.

(1) Funds for necessary expenses of the [~~office of~~] emergency management

department, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with NMSA 1978,Section 12-10-7 [~~NMSA 1978~~].

(2) The emergency manag[~~er~~]ment director shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.

(3) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.

Section 5. Moving "Public Works Department" without amendments from Section 2-8.5 to Section 2-8.9 of SFCC 1987, and amending Section 2-8.5 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Works Department" from Section 2-8.5 to Section 2-8.9, SFCC 1987 is omitted for readability. To view "Public Works Department", see bill Section 9.*

2-8.5 – [~~Public Works Department~~] Economic Development Department

There is created a department of city government to be known as the "economic development department" that shall include the following divisions: the arts and culture division and the film division.

Section 6. Moving "Public Utilities Department" without amendments from Section 2-8.6 of SFCC 1987 to a newly created Section 2-8.10, and amending Section 2-8.6 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Utilities Department" from Section 2-8.6 to a newly created Section 2-8.10, SFCC 1987 is omitted for readability. To view "Public Utilities Department, see bill Section 10.*

2-8.6 – [~~Public Utilities Department~~] Planning and Land Use Department.

There is created a department of city government to be known as "planning and land use department" that shall include the affordable housing division.

Section 7. Moving "Human Resources Department" without amendments from Section 2-8.7 of SFCC 1987 to a newly created Section 2-8.11 and amending Section 2-8.7 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Human Resources Department" from Section 2-8.7 to a newly created Section 2-8.11, SFCC 1987 is omitted for readability. To view "Human Resources Department, see bill Section 11.*

2-8.7 – [~~Human Resources Department~~] TOURISM Santa Fe Department.

There is created a department of city government to be known as "TOURISM Santa Fe department".

Section 8. Moving "Police Department" without amendments from Section 2-8.8 of SFCC 1987 to a newly created Section 2-8.12, retaining language from Section 2-8.4 "Information and Telecommunications Department" (being Ord. No. 2020-22, §3, as amended) and amending Section 2-8.8 (being Ord. No. 2025-8, §2, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Police Department" from Section 2-8.8 to a newly created Section 2-8.12, SFCC 1987 is omitted for readability. To view "Police Department", see bill Section 12.*

2-8.8 – [~~Police Department~~] Information and Telecommunications Department.

There is created a department of city government to be known as the "information technology and telecommunications department".

Section 9. Moving "Fire Department" without amendments from Section 2-8.9 of SFCC 1987 to a newly created Section 2-8.13, retaining language from Section 2-8.5 "Public

Works Department" (being Ord. No. 2020-22, § 3, as amended), and amending Section 2-8.9 (being Ord. No. 2025-3, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Fire Department" from Section 2-8.9 to a newly created Section 2-8.13, SFCC 1987 is omitted for readability. To view "Fire Department" without amendments, see bill Section 13.*

2-8.9 – [~~Fire Department~~] Public Works Department.

There is created a department of city government to be known as the "public works department".

Section 10. [NEW SECTION] Creating Section 2-8.10 of SFCC 1987, retaining language from Section 2-8.6 "Public Utilities Department" (being Ord. No. 2020-22, § 3, as amended), to read as follows:

2-8.10 – Public Utilities Department

There is created a department of city government to be known as "public utilities department".

Section 11. [NEW SECTION] Creating Section 2-8.11 of SFCC 1987, retaining language from Section 2-8.7 "Human Resources Department" (being Ord. No. 2020-22, § 3 as amended), to read as follows:

2-8.11 – Human Resources Department.

There is created a department of city government to be known as the "human resources department".

Section 12. [NEW SECTION] Creating Section 2-8.12 of SFCC 1987, retaining language from Section 2-8.8 "Police Department" (being Ord. No. 2025-8, § 2 as amended), to read as follows:

2-8.12 – Police Department

(1) *Powers and duties generally.* Police officers shall execute and return all writs and processes directed to them by the municipal judge and, in criminal cases or cases of violations of city ordinances, they may serve the same in any part of the country.

They shall suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons within the city and shall pursue and arrest any person fleeing from justice. They shall apprehend any person in the act of committing any offense against the laws of the state or the ordinances of the city, and forthwith bring such persons before a competent authority for examination and trial. They shall have, in the discharge of their proper duties, like powers and be subject to like responsibilities as sheriffs or constables in similar cases.

(2) *Appointment of police officers; commissions.* No person shall assume or exercise the functions, powers, duties and privileges incident or belonging to the office of municipal police officers without first having received an appointment in writing, known as a "commission", from the governing body. The advice of the chief of police shall be obtained in the employment and commissioning of all police officers of the department.

(3) *Training schools and examinations.*

(a) There shall be held and conducted at such times as may be prescribed by the chief of police, with the approval of the governing body, schools for training in modern police methods and practices. The schools for training and the checking of the qualifications and general fitness of applicants for positions in the police department shall be under the direction and supervision of the chief of police.

(b) All members of the police department shall take such examinations as may be prescribed.

(c) In the taking of all written examinations there shall be assigned to each applicant a number which shall be endorsed on the applicant's examination papers, and the grading of the examinations shall be by number only.

(d) Except as otherwise provided, no member shall be retained in the police

department and no applicant shall be appointed to the police department unless such member or applicant, after taking the prescribed training courses, has successfully passed the prescribed examinations, written and oral; provided, that the minimum educational qualifications required by the City Personnel Act shall not apply to members of the present police department who are otherwise qualified under the provisions hereof; provided further, that in passing on the qualifications of members of the present police department, consideration shall be given to:

(i) Length of service and faithfulness to duty; and

(ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) *Extra or emergency police officers.* The city manager may employ on behalf of the city such extra or emergency police officers as may be required in the proper administration of municipal affairs.

(5) *Police department reserve.*

(a) *Created.* There is created the city "police department reserve force", hereinafter referred to as the "reserve".

(b) *Control by Chief of Police.* The reserve is under the exclusive control of the chief of the city police department who shall have the sole and exclusive authority to:

(i) Summarily discipline or dismiss members without appeal to any body or tribunal;

(ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and

(iii) Approve or disapprove all officers, employees or agents of the reserve.

(c) *Authority.* The reserve and its individual members shall only have authority in law enforcement on specific request by the city police chief. A specific request shall be made for each individual instance of service.

(d) *Powers and Duties.*

(i) The duties of the reserve are to assist in enforcement of law by cooperating with all law enforcement agencies and regulatory bodies.

(ii) The reserve or its members when acting upon call, and only when acting upon call, of the city police chief, for the city or for another law enforcement agency or regulatory authority, shall be possessed of the same powers and duties as a city police officer or an officer of such law enforcement agency or regulatory authority.

(e) *Call of Members.* When the city police chief calls up the members of the reserve, the call shall be in writing, list the names of each member of the reserve called, the purpose of the call, and the date and time the call begins and terminates. Except when on call, reserve members shall have no more authority in law enforcement than that of any private citizen.

(f) *Requests for Assistance.* Should any law enforcement agency or regulatory body desire assistance from the reserve, the request shall be made to the city police chief who may authorize it, if:

(i) Reserve members are fully covered by the workman's compensation insurance policy of the assisted agency or body, and this is evidenced by a writing presented to the chief; and

(ii) Any and all liability that may arise against the city, its officers, employees or agents, the reserve, or its members as a result of such assistance, is assumed in writing by the assisted agency or body.

(g) *Worker's Compensation.* The city shall immediately take steps to provide necessary worker's compensation insurance for the reserve and necessary liability insurance covering liability that may arise against the city, its officers, employees

or agents as a result of the activities of the reserve on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

Section 13. [NEW SECTION] Creating Section 2-8.13 of SFCC 1987, amending language from Section 2-8.9 "Fire Department" (being Ord. No. 2025-8, § 3 as amended), to read as follows:

2-8.13 - Fire Department.

(1) *Department authority and powers.*

(a) Pursuant to NMSA 1978, Sections 3-18-1, F[.] and G[.] [~~NMSA 1978~~] and NMSA 1978, Section 3-18-11[~~B (1)~~], the city may provide proper means for protection from fire and protect the property of its municipality and its inhabitants and preserve the health, safety, peace and order within the municipality. Therefore, the stated purpose of this subsection is to grant the fire department all authority necessary to protect life and property from the hazards created by fire, explosion, and similar emergencies.

(b) The fire department shall have full and complete authority in connection with fighting, mitigating, and preventing the spread of any fire that may arise within the city, with the power to do and perform all necessary or expedient acts for the fighting of fire. When called to a fire, the fire department shall have:

(i) Full and complete authority of the premises to which it has been summoned until the fire has been extinguished and the premises are deemed safe by the fire department; and

(ii) By emergency vehicle or by foot, the right of ingress and egress on all public or private streets, alleyways, roads, driveways, and thoroughfares located within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services. (d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

(2) *Department members designated as special police officers.* Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(3) *Obstructing or interfering with firefighters.* It is unlawful for any person to obstruct or interfere with firefighters while in the discharge of their duties.

Section 14. [NEW SECTION] Creating Section 2-8.14 of SFCC 1987, "Santa Fe Regional Airport Department", to read as follows:

2-8.14 – Santa Fe Regional Airport Department.

There is created a department of city government to be known as the "Santa Fe regional airport department".

Section 15. [NEW SECTION] Creating Section 2-8.15 of SFCC 1987, "Metropolitan Redevelopment Agency ("MRA") Department ", to read as follows:

2-8.15 – Metropolitan Redevelopment Agency ("MRA") Department.

There is created a department of city government to be known as the "metropolitan redevelopment agency ("MRA") department".

Section 17. Section 2-14 of SFCC 1987 (being Ord. No. 1981, § 4-1-1) is hereby repealed.

Section 18. Section 2-15 of SFCC 1987 (being Ord. No. 2007-45, § 12) is hereby repealed.

Section 19. Section 2-20 of SFCC 1987 (being Ord. No. 2007-45 §20, as amended) is hereby repealed.

Section 20. Exhibit C – City Organization of SFCC 1987 is hereby repealed.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

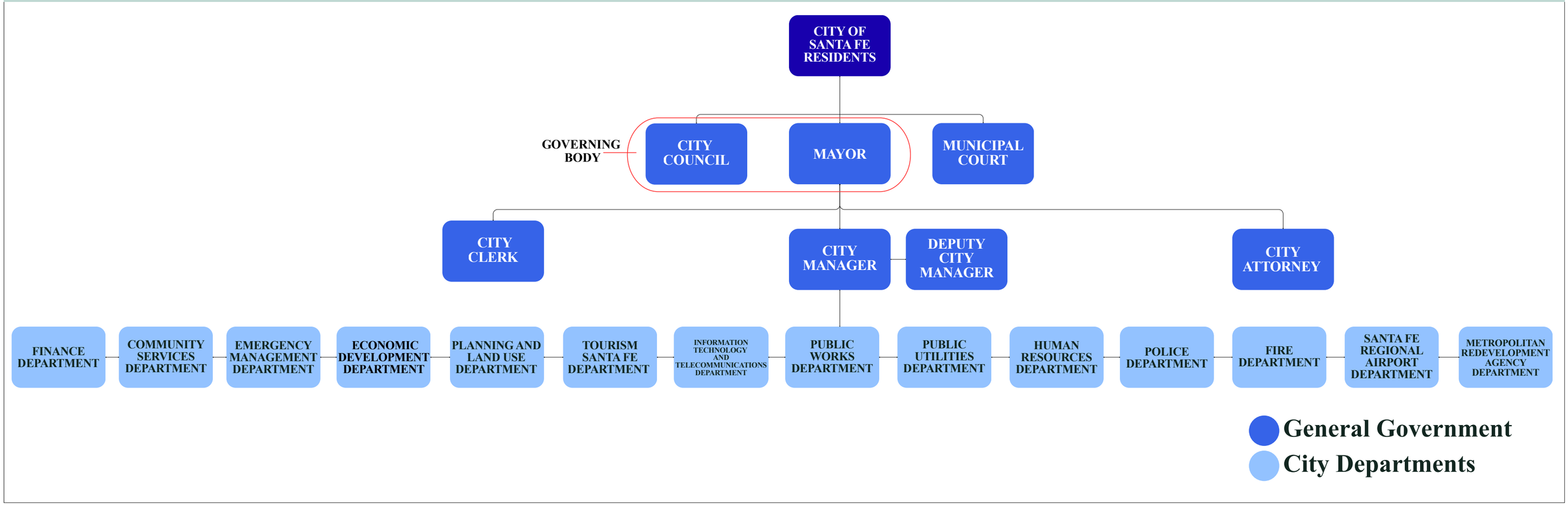
Marcos Martinez (Feb 20, 2026 10:11:53 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

Legislation/2026/Bill/Reorganization of City Departments

CITY OF SANTA FE ORGANIZATIONAL CHART,
SUBSECTION 2-8.1(B)

Exhibit A



FIR No. 10732.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Reorganization of City Departments

Sponsor(s): Mayor Garcia

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Brian Moya, Interim City Manager **Date:** 2/06/2026

Phone: (505) 955-3111

Reviewed by City Attorney: Marcos Martinez (Feb 20, 2026 10:11:53 MST) **Date:** 02/20/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 20, 2026 11:24:25 MST) **Date:** 02/20/2026

Summary:

The proposed Bill would amend SFCC 1987, Section 2-8.2 to reorganize the City's departmental structure. As part of the reorganization of the City's code itself, the bill proposes the following changes:

1) The creation of six new sections of city code to include 2-8.10 through 2-8.15; and
2) A reorganization of various City departments into new code locations; and
3) The inclusion of a newly created "General Provisions" section that includes definitions for "departments" and "divisions" as well as the inclusion of Exhibit A "City of Santa Fe Organizational Chart: Subsection 2-8.1", representing the offices of the Mayor, City Clerk, City Manager, City Attorney and all departments reporting directly to the City Manager; and
4) As technical "clean-up" the repeal of Sections 2-14, 2-15, and 2-20 as well as the repeal of Exhibit C of SFCC 1987, "City Organization".

Additionally, the bill makes the following changes to the City's organizational structure:

1) Renaming the Community Health and Safety Department the "Community Services Department" and reorganizing to include Youth and Family Services and Recreation, and to remove the Office of Emergency Management; and
   eliminating the Community Development Department; and
2) Establishing the Emergency Management Department; and
3) Reorganizing the Economic Development Department to include the Arts and Culture Division and the Film Division; and
4) Reorganizing the Land Use Department to include the Affordable Housing Division; and
5) Creating the TOURISM Santa Fe Department; and
6) Establishing a new "Regional Airport Department"; and
7) Creating the "Metropolitan Redevelopment Agency ("MRA") Department".

Departments Affected:

See summary above for departmental restructure; City Manager's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, if this legislation is not adopted, the City's departmental structure would remain the same.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This bill reorganizes the City departmental structure established in Ordinance No. 2020-22 and 2025-8.

Performance and Administrative Implications:
This bill will result in an increase in the number of departments reporting directly to the City Manager. The changes create potential for increased operational responsiveness.

Fiscal Implications:
The proposed bill will result in the elimination of a two director positions – Community Health and Safety and Community Development Director. This will result in cost savings of $151,747 for the remainder of FY26 and S496,271 in both FY27 and FY28.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ (151,747)	$(496,271)	$(496,271)		R	100 & 212	
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$(151,747)	$(496,271)	$(496,271)				$(1,144,289)

Expenditure Narrative:

Assumes that positions are eliminated as of 02/28/26 and there are no pay increases in either FY27 or FY28

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
No Anticipated Change to Revenues

Signature:

Email: bjmoya@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2026-3

Reorganizing City Departments

Mayor and Members of the City Council:

In relation to Bill No. 2026-3.

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. X

I intend to propose the following amendment(s),

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-3

INTRODUCED BY:

Mayor Michael Garcia

RED – Amendment A – Councilor Chavez

A BILL

RELATING TO CITY ADMINISTRATION; AMENDING SECTION 2-8 SFCC 1987 TO REORGANIZE CERTAIN CITY DEPARTMENTS; CREATING NEW SECTIONS OF CODE TO INCLUDE 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, AND 2-8.15; AMENDING SECTION 2-8.1 SFCC 1987 TO INCLUDE A GENERAL PROVISIONS SECTION AND EXHIBIT A ; AMENDING SECTION 2-8.2 TO RENAME COMMUNITY HEALTH AND

underscored material = new [~~bracketed material~~] = delete

SAFETY DEPARTMENT TO "COMMUNITY SERVICES DEPARTMENT" AND TO INCLUDE YOUTH AND FAMILY SERVICES AND RECREATION AND TO REMOVE THE OFFICE OF EMERGENCY MANAGEMENT; AMENDING SECTION 2-8.3 SFCC 1987 TO ELIMINATE THE COMMUNITY DEVELOPMENT DEPARTMENT; AMENDING 2-8.4 TO ESTABLISH THE OFFICE OF EMERGENCY MANAGEMENT AND CHANGING THE NAME FROM OFFICE OF EMERGENCY MANAGEMENT TO "EMERGENCY MANAGEMENT DEPARTMENT"; AMENDING 2-8.5 CREATE A NEW DEPARTMENT THE "ECONOMIC DEVELOPMENT DEPARTMENT" AND TO INCLUDE THE ARTS AND CULTURE DIVISION AND THE FILM DIVISION; AMENDING 2-8.6 CREATING A DEPARTMENT THE "LAND USE DEPARTMENT" AND TO INCLUDE THE AFFORDABLE HOUSING DIVISION; AMENDING SECTION 2-8.7 CREATING TOURISM SANTA FE DEPARTMENT; CREATING SECTION 2-8.14 TO INCLUDE A NEW "REGIONAL AIRPORT DEPARTMENT"; CREATING SECTION 2-8.15 TO INCLUDE THE METROPOLITAN REDEVELOPMENT AGENCY AND RENAMING IT "METROPOLITAN REDEVELOPMENT AGENCY ("MRA") DEPARTMENT"; REPEALING SECTIONS 2-14, 2-15, AND 2-20 SFCC 1987; REPEALING EXHIBIT C OF SFCC 1987, "CITY ORGANIZATION".

Section 1. Moving "Finance Department" without amendments from Section 2-8.1 of SFCC 1987 to Section 2-8.2, and amending 2-8.1 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Finance Department" from Section 2-8.1 to Section 2-8.2, SFCC 1987 is omitted for readability. To view "Finance Department" without amendments, see bill Section 2.*

2-8.1 – [~~Finance Department~~] <u>General Provisions</u>.

<u>Section 2-8.1 contains general provisions for city departments.</u>

A. Definitions.

Department. A department is the highest organizational unit in the city.

Division. A division is the organizational unit located directly below a department.

B. Organizational structure.

The organizational structure of the city is represented in Exhibit A and may include considerations such as but not limited to supervisorial structure, services, and budget.

Section 2. Moving "Community Health and Safety Department" with amendments from Section 2-8.2 of SFCC 1987 to Section 2-8.3, retaining language from current Section 2-8.1 "Finance Department" (being Ord. No. 2020-22 §3, as amended), and amending Section 2-8.2 (being Ord. No. 2025-8, as amended) as follows:

2-8.2 – [~~Community Health and Safety Department~~]. Finance Department.

Bill drafters' note: *Strikethrough showing relocation of "Community Health and Safety Department" from Section 2-8.2, SFCC 1987 is omitted for readability. To view proposed amendments to the "Community Health and Safety Department", SFCC 1987, see bill Section 3.*

A. Creation of department. There is created a department of city government to be known as the "finance department".

B. Finance officer.

(1) Position Established. The position of finance officer is established. The finance officer is the city treasurer and manager of the finance department of the city. The designation as finance officer shall not be considered separate employment nor occasion any additional salary.

(2) Duties. The finance officer shall:

(a) Receive all money due and payable to the city;

(b) Keep accounts and records in the manner prescribed by generally

accepted accounting principles;

(c) Keep the money of the city separate from any other money in the finance officer's possession;

(d) Expend the money only as directed by the governing body;

(e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;

(f) Supervise the depositing and safekeeping of all money belonging to the city;

(g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in the finance officer's care;

(h) Prepare annually, for the close of the fiscal year, a comprehensive annual financial report showing the receipts, expenditures and balances for each fund. A copy of the financial report shall be filed in the finance officer; and

(i) Perform other duties prescribed by law, ordinance or city rules and regulations.

(3) Reports to Governing Body. The finance officer shall be responsible and report to the governing body through the city manager.

(4) Records Open for Inspection. The records of the finance officer shall be open to inspection by any citizen during the regular business hours of the city.

Section 3. Removing "Community Development Department" from Section 2-8.3 of SFCC 1987, amending current Section 2-8.2 "Community Health and Safety Department" (being Ord. No. 2025-8, § 1, as amended), and amending Section 2-8.3 (being Ord. No. 2020-22, as amended) as follows:

2-8.3 – [~~Community Development Department~~]

[~~There is created a department of city government to be known as the "community development department" that shall include the following divisions: economic development division, office of affordable housing, planning and land use department, TOURISM Santa Fe department, and the arts and culture department.~~]

Community [~~Health and Safety~~] <u>Services</u> Department.

[~~A.~~] Creation of Department. There is created a department of city government to be known as the "community [~~health and safety department", which includes, but is not limited to, the community~~] services department" [~~and the office of emergency management~~].

[~~B. Community Services Department.~~] The community services department includes, but is not limited to, senior services, <u>youth and family services, recreation,</u> and libraries.

[~~C. Office of Emergency Management.~~

~~(1) In accordance with Section 12-10-5 NMSA 1978, the "office of emergency management," shall consist of:~~

~~(a) An emergency manager who shall be appointed in accordance with Section 12-10-5 NMSA 1978, and who shall be subject to the personnel system of the city;~~

~~(b) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and~~

~~(c) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.~~

~~(2) Definitions.~~

~~*Civil emergency* means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.~~

~~*Comprehensive emergency management plan* (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.~~

~~*Curfew* means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.~~

~~*Disaster* means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.~~

~~*Emergency* means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.~~

~~*Emergency management* means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.~~

~~*Emergency operations center* (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.~~

~~*Emergency plan* means an ongoing plan for responding to a wide variety of~~

potential hazards.

Hazard mitigation plan means the representation of the city's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.

National Incident Management System (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.

(3) Purpose.

(a) The purpose of the office of emergency management is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

(b) The duty of the office of emergency management is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.

(c) The office of emergency management shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.

(d) The office of emergency management and safety shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the

~~city.~~

~~(4) Emergency manager. The emergency manager shall:~~

~~(a) Be responsible to the director of community health and safety for the organization, administration, and operation of the emergency management program of the city;~~

~~(b) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;~~

~~(c) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;~~

~~(d) Develop an organizational structure for the office of emergency management, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;~~

~~(e) Manage the EOC; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;~~

~~(f) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and~~

~~(g) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.~~

~~(5) Financing.~~

~~(a) Funds for necessary expenses of the office of emergency management, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with Section 12-10-7 NMSA 1978.~~

~~(b) The emergency manager shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.~~

~~(c) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.~~]

Section 4. Moving "Information Technology and Telecommunications Department" without amendments from Section 2-8.4 of SFCC 1987 to Section 2-8.8, amending Subsection 2-8.2(C) "Emergency Management" (being Ord. No. 2025-8, §1, as amended), and amending Section 2-8.4 (being Ord. No. 2020-22, §3, as amended) as follows:

2-8.4 – [~~Information Technology and Telecommunications~~] <u>Emergency Management Department</u>.

Bill drafters' note: *Strikethrough showing relocation of "Information Technology and Telecommunications Department" from Section 2-8.4 to Section 2-8.8, SFCC 1987 is omitted for readability. To view "Information Technology and Telecommunications Department", see bill Section 8.*

A. In accordance with Section <u>NMSA 1978, Section</u> 12-10-5 [~~NMSA 1978~~], the "[~~office of~~] emergency management <u>department</u>," shall consist of:

(1) An emergency [~~manager~~] <u>director</u> who shall be appointed in accordance with <u>NMSA 1978,</u> Section 12-10-5 [~~NMSA 1978~~], and who shall be subject to the personnel system of the city;

(2) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and

(3) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.

B. Definitions.

Civil emergency means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.

Comprehensive emergency management plan (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.

Curfew means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.

Disaster means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.

Emergency means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an

emergency response, or any other condition that warrants action to protect life, property, or the environment.

Emergency management means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.

Emergency operations center (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

Emergency plan means an ongoing plan for responding to a wide variety of potential hazards.

Hazard mitigation plan means the representation of the city's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.

National Incident Management System (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.

C. Purpose.

(1) The purpose of the [~~office of~~] emergency management <u>department</u> is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

(2) The duty of the [~~office of~~] emergency management <u>department</u> is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the

residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.

(3) The [~~office of~~] emergency management department shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.

~~[(4) The [office of] emergency management department [and safety] shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.]~~

D. Emergency [~~manager~~] director. The emergency [~~manager~~] director shall:

(1) Be responsible to the [~~director of community health and safety~~] city manager for the organization, administration, and operation of the emergency management program of the city;

(2) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;

(3) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;

(4) Develop an organizational structure for the [~~office of~~] emergency management department, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;

(5) Manage the EOC; establish the overall structure, roles, responsibilities,

and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;

(6) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and

(7) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.

E. Financing.

(1) Funds for necessary expenses of the [~~office of~~] emergency management department, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with NMSA 1978,Section 12-10-7 [~~NMSA 1978~~].

(2) The emergency manag[~~er~~]ment director shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.

(3) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.

Section 5. Moving "Public Works Department" without amendments from Section 2-8.5 to Section 2-8.9 of SFCC 1987, and amending Section 2-8.5 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Works Department" from Section 2-8.5 to Section 2-8.9, SFCC 1987 is omitted for readability. To view "Public Works Department", see bill Section 9.*

2-8.5 – [~~Public Works Department~~] Economic Development Department

There is created a department of city government to be known as the "economic development department" that shall include the following divisions: the arts and culture division and the film division.

Section 6. Moving "Public Utilities Department" without amendments from Section 2-8.6 of SFCC 1987 to a newly created Section 2-8.10, and amending Section 2-8.6 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Utilities Department" from Section 2-8.6 to a newly created Section 2-8.10, SFCC 1987 is omitted for readability. To view "Public Utilities Department, see bill Section 10.*

2-8.6 – [~~Public Utilities Department~~] Planning and Land Use Department.

There is created a department of city government to be known as "planning and land use department" that shall include the affordable housing division.

Section 7. Moving "Human Resources Department" without amendments from Section 2-8.7 of SFCC 1987 to a newly created Section 2-8.11 and amending Section 2-8.7 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Human Resources Department" from Section 2-8.7 to a newly created Section 2-8.11, SFCC 1987 is omitted for readability. To view "Human Resources Department, see bill Section 11.*

2-8.7 – [~~Human Resources Department~~] TOURISM Santa Fe Department.

There is created a department of city government to be known as "TOURISM Santa Fe department".

Section 8. Moving "Police Department" without amendments from Section 2-8.8 of SFCC 1987 to a newly created Section 2-8.12, retaining language from Section 2-8.4 "Information and Telecommunications Department" (being Ord. No. 2020-22, §3, as

amended) and amending Section 2-8.8 (being Ord. No. 2025-8, §2, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Police Department" from Section 2-8.8 to a newly created Section 2-8.12, SFCC 1987 is omitted for readability. To view "Police Department", see bill Section 12.*

2-8.8 – [~~Police Department~~] Information and Telecommunications Department.

There is created a department of city government to be known as the "information technology and telecommunications department".

Section 9. Moving "Fire Department" without amendments from Section 2-8.9 of SFCC 1987 to a newly created Section 2-8.13, retaining language from Section 2-8.5 "Public Works Department" (being Ord. No. 2020-22, § 3, as amended), and amending Section 2-8.9 (being Ord. No. 2025-3, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Fire Department" from Section 2-8.9 to a newly created Section 2-8.13, SFCC 1987 is omitted for readability. To view "Fire Department" without amendments, see bill Section 13.*

2-8.9 – [~~Fire Department~~] Public Works Department.

There is created a department of city government to be known as the "public works department".

Section 10. [NEW SECTION] Creating Section 2-8.10 of SFCC 1987, retaining language from Section 2-8.6 "Public Utilities Department" (being Ord. No. 2020-22, § 3, as amended), to read as follows:

2-8.10 – Public Utilities Department

There is created a department of city government to be known as "public utilities department".

Section 11. [NEW SECTION] Creating Section 2-8.11 of SFCC 1987, retaining language from Section 2-8.7 "Human Resources Department" (being Ord. No. 2020-22, § 3 as amended), to read as follows:

2-8.11 – Human Resources Department.

There is created a department of city government to be known as the "human resources department".

Section 12. [NEW SECTION] Creating Section 2-8.12 of SFCC 1987, retaining language from Section 2-8.8 "Police Department" (being Ord. No. 2025-8, § 2 as amended), to read as follows:

2-8.12 – Police Department

(1) *Powers and duties generally.* Police officers shall execute and return all writs and processes directed to them by the municipal judge and, in criminal cases or cases of violations of city ordinances, they may serve the same in any part of the country. They shall suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons within the city and shall pursue and arrest any person fleeing from justice. They shall apprehend any person in the act of committing any offense against the laws of the state or the ordinances of the city, and forthwith bring such persons before a competent authority for examination and trial. They shall have, in the discharge of their proper duties, like powers and be subject to like responsibilities as sheriffs or constables in similar cases.

(2) *Appointment of police officers; commissions.* No person shall assume or exercise the functions, powers, duties and privileges incident or belonging to the office of municipal police officers without first having received an appointment in writing, known as a "commission", from the governing body. The advice of the chief of police shall be obtained in the employment and commissioning of all police officers of the department.

(3) *Training schools and examinations.*

(a) There shall be held and conducted at such times as may be prescribed by the chief

of police, with the approval of the governing body, schools for training in modern police methods and practices. The schools for training and the checking of the qualifications and general fitness of applicants for positions in the police department shall be under the direction and supervision of the chief of police.

(b) All members of the police department shall take such examinations as may be prescribed.

(c) In the taking of all written examinations there shall be assigned to each applicant a number which shall be endorsed on the applicant's examination papers, and the grading of the examinations shall be by number only.

(d) Except as otherwise provided, no member shall be retained in the police department and no applicant shall be appointed to the police department unless such member or applicant, after taking the prescribed training courses, has successfully passed the prescribed examinations, written and oral; provided, that the minimum educational qualifications required by the City Personnel Act shall not apply to members of the present police department who are otherwise qualified under the provisions hereof; provided further, that in passing on the qualifications of members of the present police department, consideration shall be given to:

(i) Length of service and faithfulness to duty; and

(ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) *Extra or emergency police officers.* The city manager may employ on behalf of the city such extra or emergency police officers as may be required in the proper administration of municipal affairs.

(5) *Police department reserve.*

(a) *Created.* There is created the city "police department reserve force", hereinafter

referred to as the "reserve".

(b) *Control by Chief of Police.* The reserve is under the exclusive control of the chief of the city police department who shall have the sole and exclusive authority to:

(i) Summarily discipline or dismiss members without appeal to any body or tribunal;

(ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and

(iii) Approve or disapprove all officers, employees or agents of the reserve.

(c) *Authority.* The reserve and its individual members shall only have authority in law enforcement on specific request by the city police chief. A specific request shall be made for each individual instance of service.

(d) *Powers and Duties.*

(i) The duties of the reserve are to assist in enforcement of law by cooperating with all law enforcement agencies and regulatory bodies.

(ii) The reserve or its members when acting upon call, and only when acting upon call, of the city police chief, for the city or for another law enforcement agency or regulatory authority, shall be possessed of the same powers and duties as a city police officer or an officer of such law enforcement agency or regulatory authority.

(e) *Call of Members.* When the city police chief calls up the members of the reserve, the call shall be in writing, list the names of each member of the reserve called, the purpose of the call, and the date and time the call begins and terminates. Except when on call, reserve members shall have no more authority in law enforcement than that of any private citizen.

(f) *Requests for Assistance.* Should any law enforcement agency or regulatory body desire assistance from the reserve, the request shall be made to the city police chief

who may authorize it, if:

(i) Reserve members are fully covered by the workman's compensation insurance policy of the assisted agency or body, and this is evidenced by a writing presented to the chief; and

(ii) Any and all liability that may arise against the city, its officers, employees or agents, the reserve, or its members as a result of such assistance, is assumed in writing by the assisted agency or body.

(g) *Worker's Compensation.* The city shall immediately take steps to provide necessary worker's compensation insurance for the reserve and necessary liability insurance covering liability that may arise against the city, its officers, employees or agents as a result of the activities of the reserve on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

Section 13. [NEW SECTION] Creating Section 2-8.13 of SFCC 1987, amending language from Section 2-8.9 "Fire Department" (being Ord. No. 2025-8, § 3 as amended), to read as follows:

2-8.13 - Fire Department.

(1) *Department authority and powers.*

(a) Pursuant to NMSA 1978, Sections 3-18-1, F[-] and G[-] [~~NMSA 1978~~] and NMSA 1978, Section 3-18-11[~~B (1)~~], the city may provide proper means for protection from fire and protect the property of its municipality and its inhabitants and preserve the health, safety, peace and order within the municipality. Therefore, the stated purpose of this subsection is to grant the fire department all authority necessary to protect life and property from the hazards created by fire, explosion, and similar emergencies.

(b) The fire department shall have full and complete authority in connection with fighting, mitigating, and preventing the spread of any fire that may arise within the city, with the power to do and perform all necessary or expedient acts for the fighting of fire. When called to a fire, the fire department shall have:

(i) Full and complete authority of the premises to which it has been summoned until the fire has been extinguished and the premises are deemed safe by the fire department; and

(ii) By emergency vehicle or by foot, the right of ingress and egress on all public or private streets, alleyways, roads, driveways, and thoroughfares located within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services. (d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

(2) *Department members designated as special police officers.* Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(3) *Obstructing or interfering with firefighters.* It is unlawful for any person to obstruct or interfere with firefighters while in the discharge of their duties.

Section 14. [NEW SECTION] Creating Section 2-8.14 of SFCC 1987, "Santa Fe Regional Airport Department", to read as follows:

2-8.14 – Santa Fe Regional Airport Department.

There is created a department of city government to be known as the "Santa Fe regional airport department".

Section 15. [NEW SECTION] Creating Section 2-8.15 of SFCC 1987, "Metropolitan Redevelopment Agency ("MRA") Department ", to read as follows:

2-8.15 – Metropolitan Redevelopment Agency ("MRA") Department.

There is created a department of city government to be known as the "metropolitan redevelopment agency ("MRA") department".

Section 17. Section 2-14 of SFCC 1987 (being Ord. No. 1981, § 4-1-1) is hereby repealed.

Section 18. Section 2-15 of SFCC 1987 (being Ord. No. 2007-45, § 12) is hereby repealed.

Section 19. Section 2-20 of SFCC 1987 (being Ord. No. 2007-45 §20, as amended) is hereby repealed.

Section 20. Exhibit C – City Organization of SFCC 1987 is hereby repealed.

Respectfully submitted,

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AMANDA CHAVEZ , COUNCILOR

APPROVED AS TO FORM:

Kevin L. Nault
Kevin L. Nault (Mar 16, 2026 15:05:20 MDT)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

ADOPTED: X

NOT ADOPTED: _____

DATE: 3.16.26 (Public Works and Utilities Department)

ATTEST:

_____

GERALYN F. CARDENAS, INTERIM CITY CLERK

Legislation/2026/Bill/Reorganization of City Departments

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2026-3

Reorganizing City Departments

Mayor and Members of the City Council:

In relation to Bill No. 2026-3.

This amendment WILL change the caption. __X___

This amendment WILL NOT change the caption. _____

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-3

INTRODUCED BY:

Mayor Michael Garcia

Blue – Amendment B – Councilor Jamie Cassutt

A BILL

RELATING TO CITY ADMINISTRATION; AMENDING SECTION 2-8 SFCC 1987 TO REORGANIZE CERTAIN CITY DEPARTMENTS; CREATING NEW SECTIONS OF CODE TO INCLUDE 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, AND 2-8.15; AMENDING SECTION 2-8.1 SFCC 1987 TO INCLUDE A GENERAL PROVISIONS SECTION AND EXHIBIT A ; AMENDING SECTION 2-8.2 TO RENAME COMMUNITY HEALTH AND SAFETY DEPARTMENT TO "COMMUNITY SERVICES DEPARTMENT" AND TO INCLUDE YOUTH AND FAMILY SERVICES AND RECREATION AND TO REMOVE

underscored material = new [~~bracketed material~~] = delete

THE OFFICE OF EMERGENCY MANAGEMENT; AMENDING SECTION 2-8.3 SFCC 1987 TO ELIMINATE THE COMMUNITY DEVELOPMENT DEPARTMENT; AMENDING 2-8.4 TO ESTABLISH THE OFFICE OF EMERGENCY MANAGEMENT AND CHANGING THE NAME FROM OFFICE OF EMERGENCY MANAGEMENT TO "EMERGENCY MANAGEMENT DEPARTMENT"; AMENDING 2-8.5 CREATE A NEW DEPARTMENT THE "DEPARTMENT OF ECONOMIC DEVELOPMENT ~~DEPARTMENT~~ AND CREATIVE INDUSTRIES" AND TO INCLUDE THE ARTS AND CULTURE DIVISION, THE ECONOMIC DEVELOPMENT DIVISON, AND THE FILM DIVISION; AMENDING 2-8.6 CREATING A DEPARTMENT THE "LAND USE DEPARTMENT" AND TO INCLUDE THE AFFORDABLE HOUSING DIVISION; AMENDING SECTION 2-8.7 CREATING TOURISM SANTA FE DEPARTMENT; CREATING SECTION 2-8.14 TO INCLUDE A NEW "REGIONAL AIRPORT DEPARTMENT"; CREATING SECTION 2-8.15 TO INCLUDE THE METROPOLITAN REDEVELOPMENT AGENCY AND RENAMING IT "METROPOLITAN REDEVELOPMENT AGENCY ("MRA") DEPARTMENT"; REPEALING SECTIONS 2-14, 2-15, AND 2-20 SFCC 1987; REPEALING EXHIBIT C OF SFCC 1987, "CITY ORGANIZATION".

Section 1. Moving "Finance Department" without amendments from Section 2-8.1 of SFCC 1987 to Section 2-8.2, and amending 2-8.1 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Finance Department" from Section 2-8.1 to Section 2-8.2, SFCC 1987 is omitted for readability. To view "Finance Department" without amendments, see bill Section 2.*

2-8.1 – [~~Finance Department~~] General Provisions.

Section 2-8.1 contains general provisions for city departments.

A. Definitions.

Department. A department is the highest organizational unit in the city.

Division. A division is the organizational unit located directly below a department.

B. Organizational structure.

The organizational structure of the city is represented in Exhibit A and may include considerations such as but not limited to supervisorial structure, services, and budget.

Section 2. Moving "Community Health and Safety Department" with amendments from Section 2-8.2 of SFCC 1987 to Section 2-8.3, retaining language from current Section 2-8.1 "Finance Department" (being Ord. No. 2020-22 §3, as amended), and amending Section 2-8.2 (being Ord. No. 2025-8, as amended) as follows:

2-8.2 – [~~Community Health and Safety Department~~]. Finance Department.

Bill drafters' note: *Strikethrough showing relocation of "Community Health and Safety Department" from Section 2-8.2, SFCC 1987 is omitted for readability. To view proposed amendments to the "Community Health and Safety Department", SFCC 1987, see bill Section 3.*

A. Creation of department. There is created a department of city government to be known as the "finance department".

B. Finance officer.

(1) Position Established. The position of finance officer is established. The finance officer is the city treasurer and manager of the finance department of the city. The designation as finance officer shall not be considered separate employment nor occasion any additional salary.

(2) Duties. The finance officer shall:

(a) Receive all money due and payable to the city;

(b) Keep accounts and records in the manner prescribed by generally

accepted accounting principles;

(c) Keep the money of the city separate from any other money in the finance officer's possession;

(d) Expend the money only as directed by the governing body;

(e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;

(f) Supervise the depositing and safekeeping of all money belonging to the city;

(g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in the finance officer's care;

(h) Prepare annually, for the close of the fiscal year, a comprehensive annual financial report showing the receipts, expenditures and balances for each fund. A copy of the financial report shall be filed in the finance officer; and

(i) Perform other duties prescribed by law, ordinance or city rules and regulations.

(3) Reports to Governing Body. The finance officer shall be responsible and report to the governing body through the city manager.

(4) Records Open for Inspection. The records of the finance officer shall be open to inspection by any citizen during the regular business hours of the city.

Section 3. Removing "Community Development Department" from Section 2-8.3 of SFCC 1987, amending current Section 2-8.2 "Community Health and Safety Department" (being Ord. No. 2025-8, § 1, as amended), and amending Section 2-8.3 (being Ord. No. 2020-22, as amended) as follows:

2-8.3 – [~~Community Development Department~~]

[~~There is created a department of city government to be known as the "community development department" that shall include the following divisions: economic development division, office of affordable housing, planning and land use department, TOURISM Santa Fe department, and the arts and culture department.~~]

Community [~~Health and Safety~~] Services Department.

[~~A.~~] Creation of Department. There is created a department of city government to be known as the "community [~~health and safety department", which includes, but is not limited to, the community~~] services department" [~~and the office of emergency management~~].

[~~B. Community Services Department.~~] The community services department includes, but is not limited to, senior services, youth and family services, recreation, and libraries.

[~~C. Office of Emergency Management.~~

~~(1) In accordance with Section 12-10-5 NMSA 1978, the "office of emergency management," shall consist of:~~

~~(a) An emergency manager who shall be appointed in accordance with Section 12-10-5 NMSA 1978, and who shall be subject to the personnel system of the city;~~

~~(b) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and~~

~~(c) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.~~

~~(2) Definitions.~~

~~*Civil emergency* means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.~~

~~*Comprehensive emergency management plan* (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.~~

~~*Curfew* means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.~~

~~*Disaster* means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.~~

~~*Emergency* means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.~~

~~*Emergency management* means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.~~

~~*Emergency operations center* (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.~~

~~*Emergency plan* means an ongoing plan for responding to a wide variety of~~

~~potential hazards.~~

~~*Hazard mitigation* plan means the representation of the city's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.~~

~~*National Incident Management System* (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.~~

~~(3) Purpose.~~

~~(a) The purpose of the office of emergency management is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.~~

~~(b) The duty of the office of emergency management is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.~~

~~(c) The office of emergency management shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.~~

~~(d) The office of emergency management and safety shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the~~

~~city.~~

~~(4) Emergency manager. The emergency manager shall:~~

~~(a) Be responsible to the director of community health and safety for the organization, administration, and operation of the emergency management program of the city;~~

~~(b) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;~~

~~(c) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;~~

~~(d) Develop an organizational structure for the office of emergency management, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;~~

~~(e) Manage the EOC; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;~~

~~(f) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and~~

~~(g) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.~~

~~(5) Financing.~~

~~(a) Funds for necessary expenses of the office of emergency management, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with Section 12-10-7 NMSA 1978.~~

~~(b) The emergency manager shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.~~

~~(c) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.~~]

Section 4. Moving "Information Technology and Telecommunications Department" without amendments from Section 2-8.4 of SFCC 1987 to Section 2-8.8, amending Subsection 2-8.2(C) "Emergency Management" (being Ord. No. 2025-8, §1, as amended), and amending Section 2-8.4 (being Ord. No. 2020-22, §3, as amended) as follows:

2-8.4 – [~~Information Technology and Telecommunications~~] <u>Emergency Management Department</u>.

Bill drafters' note: *Strikethrough showing relocation of "Information Technology and Telecommunications Department" from Section 2-8.4 to Section 2-8.8, SFCC 1987 is omitted for readability. To view "Information Technology and Telecommunications Department", see bill Section 8.*

A. In accordance with Section <u>NMSA 1978, Section</u> 12-10-5 [~~NMSA 1978~~], the "[~~office of~~] emergency management <u>department</u>," shall consist of:

(1) An emergency [~~manager~~] <u>director</u> who shall be appointed in accordance with <u>NMSA 1978,</u> Section 12-10-5 [~~NMSA 1978~~], and who shall be subject to the personnel system of the city;

(2) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and

(3) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.

B. Definitions.

Civil emergency means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.

Comprehensive emergency management plan (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.

Curfew means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.

Disaster means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.

Emergency means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an

emergency response, or any other condition that warrants action to protect life, property, or the environment.

Emergency management means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.

Emergency operations center (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

Emergency plan means an ongoing plan for responding to a wide variety of potential hazards.

Hazard mitigation plan means the representation of the city's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.

National Incident Management System (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.

C. Purpose.

(1) The purpose of the [~~office of~~] emergency management <u>department</u> is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

(2) The duty of the [~~office of~~] emergency management <u>department</u> is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the

residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.

(3) The [~~office of~~] emergency management department shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.

(4) The [~~office of~~] emergency management department [~~and safety~~] shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.

D. Emergency [~~manager~~] director. The emergency [~~manager~~] director shall:

(1) Be responsible to the [~~director of community health and safety~~] city manager for the organization, administration, and operation of the emergency management program of the city;

(2) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;

(3) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;

(4) Develop an organizational structure for the [~~office of~~] emergency management department, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;

(5) Manage the EOC; establish the overall structure, roles, responsibilities,

and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;

(6) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and

(7) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.

E. Financing.

(1) Funds for necessary expenses of the [~~office of~~] emergency management <u>department</u>, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with <u>NMSA 1978,</u>Section 12-10-7 [~~NMSA 1978~~].

(2) The emergency manag[~~er~~]<u>ment</u> <u>director</u> shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.

(3) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.

Section 5. Moving "Public Works Department" without amendments from Section 2-8.5 to Section 2-8.9 of SFCC 1987, and amending Section 2-8.5 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Works Department" from Section 2-8.5 to Section 2-8.9, SFCC 1987 is omitted for readability. To view "Public Works Department", see bill Section 9.*

2-8.5 – [~~Public Works Department~~] Department of Economic Development ~~Department~~ and Creative Industries.

There is created a department of city government to be known as the "department of economic development ~~department~~ and creative industries" that shall include the following divisions: the arts and culture division, the economic development division, and the film division.

Section 6. Moving "Public Utilities Department" without amendments from Section 2-8.6 of SFCC 1987 to a newly created Section 2-8.10, and amending Section 2-8.6 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Utilities Department" from Section 2-8.6 to a newly created Section 2-8.10, SFCC 1987 is omitted for readability. To view "Public Utilities Department, see bill Section 10.*

2-8.6 – [~~Public Utilities Department~~] Planning and Land Use Department.

There is created a department of city government to be known as "planning and land use department" that shall include the affordable housing division.

Section 7. Moving "Human Resources Department" without amendments from Section 2-8.7 of SFCC 1987 to a newly created Section 2-8.11 and amending Section 2-8.7 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Human Resources Department" from Section 2-8.7 to a newly created Section 2-8.11, SFCC 1987 is omitted for readability. To view "Human Resources Department, see bill Section 11.*

2-8.7 – [~~Human Resources Department~~] TOURISM Santa Fe Department.

There is created a department of city government to be known as "TOURISM Santa Fe department".

Section 8. Moving "Police Department" without amendments from Section 2-8.8 of SFCC 1987 to a newly created Section 2-8.12, retaining language from Section 2-8.4

"Information and Telecommunications Department" (being Ord. No. 2020-22, §3, as amended) and amending Section 2-8.8 (being Ord. No. 2025-8, §2, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Police Department" from Section 2-8.8 to a newly created Section 2-8.12, SFCC 1987 is omitted for readability. To view "Police Department", see bill Section 12.*

2-8.8 – [~~Police Department~~] Information and Telecommunications Department.

There is created a department of city government to be known as the "information technology and telecommunications department".

Section 9. Moving "Fire Department" without amendments from Section 2-8.9 of SFCC 1987 to a newly created Section 2-8.13, retaining language from Section 2-8.5 "Public Works Department" (being Ord. No. 2020-22, § 3, as amended), and amending Section 2-8.9 (being Ord. No. 2025-3, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Fire Department" from Section 2-8.9 to a newly created Section 2-8.13, SFCC 1987 is omitted for readability. To view "Fire Department" without amendments, see bill Section 13.*

2-8.9 – [~~Fire Department~~] Public Works Department.

There is created a department of city government to be known as the "public works department".

Section 10. [NEW SECTION] Creating Section 2-8.10 of SFCC 1987, retaining language from Section 2-8.6 "Public Utilities Department" (being Ord. No. 2020-22, § 3, as amended), to read as follows:

2-8.10 – Public Utilities Department

There is created a department of city government to be known as "public utilities department".

Section 11. [NEW SECTION] Creating Section 2-8.11 of SFCC 1987, retaining language from Section 2-8.7 "Human Resources Department" (being Ord. No. 2020-22, § 3

as amended), to read as follows:

2-8.11 – Human Resources Department.

There is created a department of city government to be known as the "human resources department".

Section 12. [NEW SECTION] Creating Section 2-8.12 of SFCC 1987, retaining language from Section 2-8.8 "Police Department" (being Ord. No. 2025-8, § 2 as amended), to read as follows:

2-8.12 – Police Department

(1) *Powers and duties generally.* Police officers shall execute and return all writs and processes directed to them by the municipal judge and, in criminal cases or cases of violations of city ordinances, they may serve the same in any part of the country. They shall suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons within the city and shall pursue and arrest any person fleeing from justice. They shall apprehend any person in the act of committing any offense against the laws of the state or the ordinances of the city, and forthwith bring such persons before a competent authority for examination and trial. They shall have, in the discharge of their proper duties, like powers and be subject to like responsibilities as sheriffs or constables in similar cases.

(2) *Appointment of police officers; commissions.* No person shall assume or exercise the functions, powers, duties and privileges incident or belonging to the office of municipal police officers without first having received an appointment in writing, known as a "commission", from the governing body. The advice of the chief of police shall be obtained in the employment and commissioning of all police officers of the department.

(3) *Training schools and examinations.*

(a) There shall be held and conducted at such times as may be prescribed by the chief of police, with the approval of the governing body, schools for training in modern police methods and practices. The schools for training and the checking of the qualifications and general fitness of applicants for positions in the police department shall be under the direction and supervision of the chief of police.

(b) All members of the police department shall take such examinations as may be prescribed.

(c) In the taking of all written examinations there shall be assigned to each applicant a number which shall be endorsed on the applicant's examination papers, and the grading of the examinations shall be by number only.

(d) Except as otherwise provided, no member shall be retained in the police department and no applicant shall be appointed to the police department unless such member or applicant, after taking the prescribed training courses, has successfully passed the prescribed examinations, written and oral; provided, that the minimum educational qualifications required by the City Personnel Act shall not apply to members of the present police department who are otherwise qualified under the provisions hereof; provided further, that in passing on the qualifications of members of the present police department, consideration shall be given to:

(i) Length of service and faithfulness to duty; and

(ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) *Extra or emergency police officers.* The city manager may employ on behalf of the city such extra or emergency police officers as may be required in the proper administration of municipal affairs.

(5) *Police department reserve.*

(a) *Created.* There is created the city "police department reserve force", hereinafter referred to as the "reserve".

(b) *Control by Chief of Police.* The reserve is under the exclusive control of the chief of the city police department who shall have the sole and exclusive authority to:

(i) Summarily discipline or dismiss members without appeal to any body or tribunal;

(ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and

(iii) Approve or disapprove all officers, employees or agents of the reserve.

(c) *Authority.* The reserve and its individual members shall only have authority in law enforcement on specific request by the city police chief. A specific request shall be made for each individual instance of service.

(d) *Powers and Duties.*

(i) The duties of the reserve are to assist in enforcement of law by cooperating with all law enforcement agencies and regulatory bodies.

(ii) The reserve or its members when acting upon call, and only when acting upon call, of the city police chief, for the city or for another law enforcement agency or regulatory authority, shall be possessed of the same powers and duties as a city police officer or an officer of such law enforcement agency or regulatory authority.

(e) *Call of Members.* When the city police chief calls up the members of the reserve, the call shall be in writing, list the names of each member of the reserve called, the purpose of the call, and the date and time the call begins and terminates. Except when on call, reserve members shall have no more authority in law enforcement than that of any private citizen.

(f) *Requests for Assistance.* Should any law enforcement agency or regulatory body

desire assistance from the reserve, the request shall be made to the city police chief who may authorize it, if:

(i) Reserve members are fully covered by the workman's compensation insurance policy of the assisted agency or body, and this is evidenced by a writing presented to the chief; and

(ii) Any and all liability that may arise against the city, its officers, employees or agents, the reserve, or its members as a result of such assistance, is assumed in writing by the assisted agency or body.

(g) *Worker's Compensation.* The city shall immediately take steps to provide necessary worker's compensation insurance for the reserve and necessary liability insurance covering liability that may arise against the city, its officers, employees or agents as a result of the activities of the reserve on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

Section 13. [NEW SECTION] Creating Section 2-8.13 of SFCC 1987, amending language from Section 2-8.9 "Fire Department" (being Ord. No. 2025-8, § 3 as amended), to read as follows:

2-8.13 - Fire Department.

(1) *Department authority and powers.*

(a) Pursuant to NMSA 1978, Sections 3-18-1, F[.] and G[.] [~~NMSA 1978~~] and NMSA 1978, Section 3-18-11[~~B (1)~~], the city may provide proper means for protection from fire and protect the property of its municipality and its inhabitants and preserve the health, safety, peace and order within the municipality. Therefore, the stated purpose of this subsection is to grant the fire department all authority necessary to protect life and property from the hazards created by fire, explosion,

and similar emergencies.

(b) The fire department shall have full and complete authority in connection with fighting, mitigating, and preventing the spread of any fire that may arise within the city, with the power to do and perform all necessary or expedient acts for the fighting of fire. When called to a fire, the fire department shall have:

(i) Full and complete authority of the premises to which it has been summoned until the fire has been extinguished and the premises are deemed safe by the fire department; and

(ii) By emergency vehicle or by foot, the right of ingress and egress on all public or private streets, alleyways, roads, driveways, and thoroughfares located within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services.

(d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

(2) *Department members designated as special police officers.* Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(3) *Obstructing or interfering with firefighters.* It is unlawful for any person to obstruct or interfere with firefighters while in the discharge of their duties.

Section 14. [NEW SECTION] Creating Section 2-8.14 of SFCC 1987, "Santa Fe

Regional Airport Department", to read as follows:

2-8.14 – Santa Fe Regional Airport Department.

There is created a department of city government to be known as the "Santa Fe regional airport department".

Section 15. [NEW SECTION] Creating Section 2-8.15 of SFCC 1987, "Metropolitan Redevelopment Agency ("MRA") Department ", to read as follows:

2-8.15 – Metropolitan Redevelopment Agency ("MRA") Department.

There is created a department of city government to be known as the "metropolitan redevelopment agency ("MRA") department".

Section 17. Section 2-14 of SFCC 1987 (being Ord. No. 1981, § 4-1-1) is hereby repealed.

Section 18. Section 2-15 of SFCC 1987 (being Ord. No. 2007-45, § 12) is hereby repealed.

Section 19. Section 2-20 of SFCC 1987 (being Ord. No. 2007-45 §20, as amended) is hereby repealed.

Section 20. Exhibit C – City Organization of SFCC 1987 is hereby repealed.

Respectfully submitted,

Jamie Cassutt (Apr 6, 2026 15:13:25 MDT)

JAMIE CASSUTT, COUNCILOR

APPROVED AS TO FORM:

Marcos Martinez

MARCOS MARTÍNEZ, CITY ATTORNEY

ADOPTED: _____

NOT ADOPTED: _____

DATE:_____

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

Legislation/2026/Bill/Reorganization of City Departments

CITY OF SANTA FE, NEW MEXICO

PROPOSED AMENDMENT(S) TO BILL NO. 2026-3

Reorganizing City Departments

Mayor and Members of the City Council:

In relation to Bill No. 2026-3.

This amendment WILL change the caption. __X___

This amendment WILL NOT change the caption. _____

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-3

INTRODUCED BY:

Mayor Michael Garcia

Green – Amendment C – Mayor Michael Garcia

A BILL

RELATING TO CITY ADMINISTRATION; AMENDING SECTION 2-8 SFCC 1987 TO REORGANIZE CERTAIN CITY DEPARTMENTS; CREATING NEW SECTIONS OF CODE TO INCLUDE 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, AND 2-8.15; AMENDING SECTION 2-8.1 SFCC 1987 TO INCLUDE A GENERAL PROVISIONS SECTION AND EXHIBIT A ; AMENDING SECTION 2-8.2 TO RENAME COMMUNITY HEALTH AND SAFETY DEPARTMENT TO "COMMUNITY SERVICES DEPARTMENT" AND TO INCLUDE YOUTH AND FAMILY SERVICES AND RECREATION AND TO REMOVE THE OFFICE OF EMERGENCY MANAGEMENT; AMENDING SECTION 2-8.3 SFCC

underscored material = new [~~bracketed material~~] = delete

1987 TO ELIMINATE THE COMMUNITY DEVELOPMENT DEPARTMENT; AMENDING 2-8.4 TO ESTABLISH THE OFFICE OF EMERGENCY MANAGEMENT AND CHANGING THE NAME FROM OFFICE OF EMERGENCY MANAGEMENT TO "EMERGENCY MANAGEMENT DEPARTMENT"; AMENDING 2-8.5 CREATE A NEW DEPARTMENT THE "ECONOMIC DEVELOPMENT ~~DEPARTMENT~~ AND CREATIVE INDUSTRIES DEPARTMENT" AND TO INCLUDE THE ARTS AND CULTURE DIVISION, THE ECONOMIC DEVELOPMENT DIVISON, AND THE FILM DIVISION; AMENDING 2-8.6 CREATING A DEPARTMENT THE "LAND USE DEPARTMENT" AND TO INCLUDE THE AFFORDABLE HOUSING DIVISION; AMENDING SECTION 2-8.7 CREATING TOURISM SANTA FE DEPARTMENT; CREATING SECTION 2-8.14 TO INCLUDE A NEW "REGIONAL AIRPORT DEPARTMENT"; CREATING SECTION 2-8.15 TO INCLUDE THE METROPOLITAN REDEVELOPMENT AGENCY AND RENAMING IT "METROPOLITAN REDEVELOPMENT AGENCY ("MRA") DEPARTMENT"; REPEALING SECTIONS 2-14, 2-15, AND 2-20 SFCC 1987; REPEALING EXHIBIT C OF SFCC 1987, "CITY ORGANIZATION".

Section 1. Moving "Finance Department" without amendments from Section 2-8.1 of SFCC 1987 to Section 2-8.2, and amending 2-8.1 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Finance Department" from Section 2-8.1 to Section 2-8.2, SFCC 1987 is omitted for readability. To view "Finance Department" without amendments, see bill Section 2.*

2-8.1 – [~~Finance Department~~] General Provisions.

Section 2-8.1 contains general provisions for city departments.

A. Definitions.

Department. A department is the highest organizational unit in the city.

Division. A division is the organizational unit located directly below a department.

B. Organizational structure.

The organizational structure of the city is represented in Exhibit A and may include considerations such as but not limited to supervisorial structure, services, and budget.

Section 2. Moving "Community Health and Safety Department" with amendments from Section 2-8.2 of SFCC 1987 to Section 2-8.3, retaining language from current Section 2-8.1 "Finance Department" (being Ord. No. 2020-22 §3, as amended), and amending Section 2-8.2 (being Ord. No. 2025-8, as amended) as follows:

2-8.2 – [~~Community Health and Safety Department~~]. Finance Department.

Bill drafters' note: *Strikethrough showing relocation of "Community Health and Safety Department" from Section 2-8.2, SFCC 1987 is omitted for readability. To view proposed amendments to the "Community Health and Safety Department", SFCC 1987, see bill Section 3.*

A. Creation of department. There is created a department of city government to be known as the "finance department".

B. Finance officer.

(1) Position Established. The position of finance officer is established. The finance officer is the city treasurer and manager of the finance department of the city. The designation as finance officer shall not be considered separate employment nor occasion any additional salary.

(2) Duties. The finance officer shall:

(a) Receive all money due and payable to the city;

(b) Keep accounts and records in the manner prescribed by generally accepted accounting principles;

(c) Keep the money of the city separate from any other money in the

finance officer's possession;

(d) Expend the money only as directed by the governing body;

(e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;

(f) Supervise the depositing and safekeeping of all money belonging to the city;

(g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in the finance officer's care;

(h) Prepare annually, for the close of the fiscal year, a comprehensive annual financial report showing the receipts, expenditures and balances for each fund. A copy of the financial report shall be filed in the finance officer; and

(i) Perform other duties prescribed by law, ordinance or city rules and regulations.

(3) Reports to Governing Body. The finance officer shall be responsible and report to the governing body through the city manager.

(4) Records Open for Inspection. The records of the finance officer shall be open to inspection by any citizen during the regular business hours of the city.

Section 3. Removing "Community Development Department" from Section 2-8.3 of SFCC 1987, amending current Section 2-8.2 "Community Health and Safety Department" (being Ord. No. 2025-8, § 1, as amended), and amending Section 2-8.3 (being Ord. No. 2020-22, as amended) as follows:

2-8.3 – [~~Community Development Department~~]

[~~There is created a department of city government to be known as the "community~~

~~development department" that shall include the following divisions: economic development division, office of affordable housing, planning and land use department, TOURISM Santa Fe department, and the arts and culture department.~~]

Community [~~Health and Safety~~] Services Department.

[~~A.~~] Creation of Department. There is created a department of city government to be known as the "community [~~health and safety department", which includes, but is not limited to, the community~~] services department" [~~and the office of emergency management~~].

[~~B. Community Services Department.~~] The community services department includes, but is not limited to, senior services, youth and family services, recreation, and libraries.

[~~C. Office of Emergency Management.~~

~~(1) In accordance with Section 12-10-5 NMSA 1978, the "office of emergency management," shall consist of:~~

~~(a) An emergency manager who shall be appointed in accordance with Section 12-10-5 NMSA 1978, and who shall be subject to the personnel system of the city;~~

~~(b) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and~~

~~(c) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.~~

~~(2) Definitions.~~

~~*Civil emergency* means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.~~

~~*Comprehensive emergency management plan* (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the~~

~~purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.~~

~~*Curfew* means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.~~

~~*Disaster* means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.~~

~~*Emergency* means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.~~

~~*Emergency management* means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.~~

~~*Emergency operations center* (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.~~

~~*Emergency plan* means an ongoing plan for responding to a wide variety of potential hazards.~~

~~*Hazard mitigation* plan means the representation of the city's commitment to~~

~~reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.~~

~~*National Incident Management System* (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.~~

~~(3) Purpose.~~

~~(a) The purpose of the office of emergency management is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.~~

~~(b) The duty of the office of emergency management is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.~~

~~(c) The office of emergency management shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.~~

~~(d) The office of emergency management and safety shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.~~

~~(4) Emergency manager. The emergency manager shall:~~

~~(a) Be responsible to the director of community health and safety for the organization, administration, and operation of the emergency management program of the city;~~

~~(b) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;~~

~~(c) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;~~

~~(d) Develop an organizational structure for the office of emergency management, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;~~

~~(e) Manage the EOC; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;~~

~~(f) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and~~

~~(g) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.~~

~~(5) Financing.~~

~~(a) Funds for necessary expenses of the office of emergency management, including salaries for approved positions, may be made available through~~

~~appropriations by the governing body in accordance with Section 12-10-7 NMSA 1978.~~

~~(b) The emergency manager shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.~~

~~(c) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.~~]

Section 4. Moving "Information Technology and Telecommunications Department" without amendments from Section 2-8.4 of SFCC 1987 to Section 2-8.8, amending Subsection 2-8.2(C) "Emergency Management" (being Ord. No. 2025-8, §1, as amended), and amending Section 2-8.4 (being Ord. No. 2020-22, §3, as amended) as follows:

2-8.4 – [~~Information Technology and Telecommunications~~] Emergency Management Department.

Bill drafters' note: *Strikethrough showing relocation of "Information Technology and Telecommunications Department" from Section 2-8.4 to Section 2-8.8, SFCC 1987 is omitted for readability. To view "Information Technology and Telecommunications Department", see bill Section 8.*

A. In accordance with Section NMSA 1978, Section 12-10-5 [~~NMSA 1978~~], the "[~~office of~~] emergency management department," shall consist of:

(1) An emergency [~~manager~~] director who shall be appointed in accordance with NMSA 1978, Section 12-10-5 [~~NMSA 1978~~], and who shall be subject to the personnel system of the city;

(2) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and

(3) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.

B. Definitions.

Civil emergency means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.

Comprehensive emergency management plan (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the purpose, organization, responsibilities, and facilities of the agencies and officials of the city in the mitigation of, preparation for, response to, and recovery from emergencies and disasters.

Curfew means a period of time declared by the mayor, during which no person or persons, other than persons authorized by the mayor by administrative order, may be upon the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles of any type, within the city.

Disaster means the occurrence of a natural catastrophe, technological accident, or human-caused event that has resulted in environmental damage, property damage, deaths, and/or multiple injuries, which may exceed the response capability of the local jurisdiction, necessitating state, and potentially federal, involvement.

Emergency means any occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment.

Emergency management means an approach to prevent, protect against, respond to, recover from, and mitigate the effects of incidents.

Emergency operations center (EOC) means the physical location at which the coordination of information and resources to support incident management (on-scene operations) activities normally takes place.

Emergency plan means an ongoing plan for responding to a wide variety of potential hazards.

Hazard mitigation plan means the representation of the city's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards.

National Incident Management System (NIMS) means the federal government's standardized framework of doctrines, concepts, principles, terminology, and organizational processes for emergency management.

C. Purpose.

(1) The purpose of the [~~office of~~] emergency management <u>department</u> is to coordinate the efforts of all municipal agencies and employees, nongovernmental agencies, and private sector partners to prepare for and function in the event of disasters and emergencies endangering the lives of persons in the city, property of the residents of the city, or public property in the city.

(2) The duty of the [~~office of~~] emergency management <u>department</u> is to coordinate the development of emergency plans for the effective employment of municipal resources to protect the lives and health of the residents of the city and the private and public property therein from the effects of emergencies or natural or man-caused disasters.

(3) The [~~office of~~] emergency management department shall coordinate the implementation of such plans in preparation for, during, and after periods of emergency or disaster. Such plans shall be coordinated with those of the county and in consonance with the state emergency management plans.

(4) The [~~office of~~] emergency management department [~~and safety~~] shall ensure that the safety of all city employees is a priority throughout the city's operations and coordinate and oversee safety protocols and implementation for the city.

D. Emergency [~~manager~~] director. The emergency [~~manager~~] director shall:

(1) Be responsible to the [~~director of community health and safety~~] city manager for the organization, administration, and operation of the emergency management program of the city;

(2) Coordinate the emergency management activities of all municipal departments and agencies of the city, nongovernmental agencies, and private sector partners;

(3) Be the liaison and cooperate with the emergency management agencies of the federal government, the state, the county, and the other political subdivisions therein;

(4) Develop an organizational structure for the [~~office of~~] emergency management department, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;

(5) Manage the EOC; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;

(6) Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and

(7) Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.

E. Financing.

(1) Funds for necessary expenses of the [~~office of~~] emergency management department, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with NMSA 1978,Section 12-10-7 [~~NMSA 1978~~].

(2) The emergency manag[~~er~~]ment director shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.

(3) During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.

Section 5. Moving "Public Works Department" without amendments from Section 2-8.5 to Section 2-8.9 of SFCC 1987, and amending Section 2-8.5 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Works Department" from Section 2-8.5 to Section 2-8.9, SFCC 1987 is omitted for readability. To view "Public Works Department", see bill Section 9.*

2-8.5 – [~~Public Works Department~~] Economic Development ~~Department~~ and Creative Industries Department.

There is created a department of city government to be known as the "economic development ~~department~~ and creative industries department" that shall include the following divisions: the arts and culture division, the economic development division, and the film division.

Section 6. Moving "Public Utilities Department" without amendments from Section 2-8.6 of SFCC 1987 to a newly created Section 2-8.10, and amending Section 2-8.6 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Public Utilities Department" from Section 2-8.6 to a newly created Section 2-8.10, SFCC 1987 is omitted for readability. To view "Public Utilities Department, see bill Section 10.*

2-8.6 – [~~Public Utilities Department~~] Planning and Land Use Department.

There is created a department of city government to be known as "planning and land use department" that shall include the affordable housing division.

Section 7. Moving "Human Resources Department" without amendments from Section 2-8.7 of SFCC 1987 to a newly created Section 2-8.11 and amending Section 2-8.7 (being Ord. No. 2020-22, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Human Resources Department" from Section 2-8.7 to a newly created Section 2-8.11, SFCC 1987 is omitted for readability. To view "Human Resources Department, see bill Section 11.*

2-8.7 – [~~Human Resources Department~~] TOURISM Santa Fe Department.

There is created a department of city government to be known as "TOURISM Santa Fe department".

Section 8. Moving "Police Department" without amendments from Section 2-8.8 of SFCC 1987 to a newly created Section 2-8.12, retaining language from Section 2-8.4 "Information and Telecommunications Department" (being Ord. No. 2020-22, §3, as amended) and amending Section 2-8.8 (being Ord. No. 2025-8, §2, as amended) to read as

follows:

Bill drafters' note: *Strikethrough showing relocation of "Police Department" from Section 2-8.8 to a newly created Section 2-8.12, SFCC 1987 is omitted for readability. To view "Police Department", see bill Section 12.*

2-8.8 – [~~Police Department~~] Information and Telecommunications Department.

There is created a department of city government to be known as the "information technology and telecommunications department".

Section 9. Moving "Fire Department" without amendments from Section 2-8.9 of SFCC 1987 to a newly created Section 2-8.13, retaining language from Section 2-8.5 "Public Works Department" (being Ord. No. 2020-22, § 3, as amended), and amending Section 2-8.9 (being Ord. No. 2025-3, § 3, as amended) to read as follows:

Bill drafters' note: *Strikethrough showing relocation of "Fire Department" from Section 2-8.9 to a newly created Section 2-8.13, SFCC 1987 is omitted for readability. To view "Fire Department" without amendments, see bill Section 13.*

2-8.9 – [~~Fire Department~~] Public Works Department.

There is created a department of city government to be known as the "public works department".

Section 10. [NEW SECTION] Creating Section 2-8.10 of SFCC 1987, retaining language from Section 2-8.6 "Public Utilities Department" (being Ord. No. 2020-22, § 3, as amended), to read as follows:

2-8.10 – Public Utilities Department

There is created a department of city government to be known as "public utilities department".

Section 11. [NEW SECTION] Creating Section 2-8.11 of SFCC 1987, retaining language from Section 2-8.7 "Human Resources Department" (being Ord. No. 2020-22, § 3 as amended), to read as follows:

2-8.11 – Human Resources Department.

There is created a department of city government to be known as the "human resources department".

Section 12. [NEW SECTION] Creating Section 2-8.12 of SFCC 1987, retaining language from Section 2-8.8 "Police Department" (being Ord. No. 2025-8, § 2 as amended), to read as follows:

2-8.12 – Police Department

(1) *Powers and duties generally.* Police officers shall execute and return all writs and processes directed to them by the municipal judge and, in criminal cases or cases of violations of city ordinances, they may serve the same in any part of the country. They shall suppress all riots, disturbances and breaches of the peace, apprehend all disorderly persons within the city and shall pursue and arrest any person fleeing from justice. They shall apprehend any person in the act of committing any offense against the laws of the state or the ordinances of the city, and forthwith bring such persons before a competent authority for examination and trial. They shall have, in the discharge of their proper duties, like powers and be subject to like responsibilities as sheriffs or constables in similar cases.

(2) *Appointment of police officers; commissions.* No person shall assume or exercise the functions, powers, duties and privileges incident or belonging to the office of municipal police officers without first having received an appointment in writing, known as a "commission", from the governing body. The advice of the chief of police shall be obtained in the employment and commissioning of all police officers of the department.

(3) *Training schools and examinations.*

(a) There shall be held and conducted at such times as may be prescribed by the chief of police, with the approval of the governing body, schools for training in modern

police methods and practices. The schools for training and the checking of the qualifications and general fitness of applicants for positions in the police department shall be under the direction and supervision of the chief of police.

(b) All members of the police department shall take such examinations as may be prescribed.

(c) In the taking of all written examinations there shall be assigned to each applicant a number which shall be endorsed on the applicant's examination papers, and the grading of the examinations shall be by number only.

(d) Except as otherwise provided, no member shall be retained in the police department and no applicant shall be appointed to the police department unless such member or applicant, after taking the prescribed training courses, has successfully passed the prescribed examinations, written and oral; provided, that the minimum educational qualifications required by the City Personnel Act shall not apply to members of the present police department who are otherwise qualified under the provisions hereof; provided further, that in passing on the qualifications of members of the present police department, consideration shall be given to:

(i) Length of service and faithfulness to duty; and

(ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) *Extra or emergency police officers.* The city manager may employ on behalf of the city such extra or emergency police officers as may be required in the proper administration of municipal affairs.

(5) *Police department reserve.*

(a) *Created.* There is created the city "police department reserve force", hereinafter referred to as the "reserve".

(b) *Control by Chief of Police.* The reserve is under the exclusive control of the chief of the city police department who shall have the sole and exclusive authority to:

(i) Summarily discipline or dismiss members without appeal to any body or tribunal;

(ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and

(iii) Approve or disapprove all officers, employees or agents of the reserve.

(c) *Authority.* The reserve and its individual members shall only have authority in law enforcement on specific request by the city police chief. A specific request shall be made for each individual instance of service.

(d) *Powers and Duties.*

(i) The duties of the reserve are to assist in enforcement of law by cooperating with all law enforcement agencies and regulatory bodies.

(ii) The reserve or its members when acting upon call, and only when acting upon call, of the city police chief, for the city or for another law enforcement agency or regulatory authority, shall be possessed of the same powers and duties as a city police officer or an officer of such law enforcement agency or regulatory authority.

(e) *Call of Members.* When the city police chief calls up the members of the reserve, the call shall be in writing, list the names of each member of the reserve called, the purpose of the call, and the date and time the call begins and terminates. Except when on call, reserve members shall have no more authority in law enforcement than that of any private citizen.

(f) *Requests for Assistance.* Should any law enforcement agency or regulatory body desire assistance from the reserve, the request shall be made to the city police chief who may authorize it, if:

(i) Reserve members are fully covered by the workman's compensation insurance policy of the assisted agency or body, and this is evidenced by a writing presented to the chief; and

(ii) Any and all liability that may arise against the city, its officers, employees or agents, the reserve, or its members as a result of such assistance, is assumed in writing by the assisted agency or body.

(g) *Worker's Compensation.* The city shall immediately take steps to provide necessary worker's compensation insurance for the reserve and necessary liability insurance covering liability that may arise against the city, its officers, employees or agents as a result of the activities of the reserve on behalf of the city. If any or a portion of such liability is to be self-insured, the self-insurance fund shall be increased accordingly.

Section 13. [NEW SECTION] Creating Section 2-8.13 of SFCC 1987, amending language from Section 2-8.9 "Fire Department" (being Ord. No. 2025-8, § 3 as amended), to read as follows:

2-8.13 - Fire Department.

(1) *Department authority and powers.*

(a) Pursuant to NMSA 1978, Sections 3-18-1, F[.] and G[.] [~~NMSA 1978~~] and NMSA 1978, Section 3-18-11[~~B (1)~~], the city may provide proper means for protection from fire and protect the property of its municipality and its inhabitants and preserve the health, safety, peace and order within the municipality. Therefore, the stated purpose of this subsection is to grant the fire department all authority necessary to protect life and property from the hazards created by fire, explosion, and similar emergencies.

(b) The fire department shall have full and complete authority in connection with

fighting, mitigating, and preventing the spread of any fire that may arise within the city, with the power to do and perform all necessary or expedient acts for the fighting of fire. When called to a fire, the fire department shall have:

(i) Full and complete authority of the premises to which it has been summoned until the fire has been extinguished and the premises are deemed safe by the fire department; and

(ii) By emergency vehicle or by foot, the right of ingress and egress on all public or private streets, alleyways, roads, driveways, and thoroughfares located within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services.

(d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

(2) *Department members designated as special police officers.* Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(3) *Obstructing or interfering with firefighters.* It is unlawful for any person to obstruct or interfere with firefighters while in the discharge of their duties.

Section 14. [NEW SECTION] Creating Section 2-8.14 of SFCC 1987, "Santa Fe Regional Airport Department", to read as follows:

2-8.14 – Santa Fe Regional Airport Department.

There is created a department of city government to be known as the "Santa Fe regional airport department".

Section 15. [NEW SECTION] Creating Section 2-8.15 of SFCC 1987, "Metropolitan Redevelopment Agency ("MRA") Department ", to read as follows:

2-8.15 – Metropolitan Redevelopment Agency ("MRA") Department.

There is created a department of city government to be known as the "metropolitan redevelopment agency ("MRA") department".

Section 17. Section 2-14 of SFCC 1987 (being Ord. No. 1981, § 4-1-1) is hereby repealed.

Section 18. Section 2-15 of SFCC 1987 (being Ord. No. 2007-45, § 12) is hereby repealed.

Section 19. Section 2-20 of SFCC 1987 (being Ord. No. 2007-45 §20, as amended) is hereby repealed.

Section 20. Exhibit C – City Organization of SFCC 1987 is hereby repealed.

Respectfully submitted,

MIACHAEL GARCIA, MAYOR

APPROVED AS TO FORM:

Marcos Martinez

MARCOS MARTÍNEZ, CITY ATTORNEY

ADOPTED: _____

NOT ADOPTED: _____

DATE:_____

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

Legislation/2026/Bill/Reorganization of City Departments

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AFFIDAVIT OF PUBLICATION

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I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 95070 a copy of which is hereto attached was published in said newspaper 1 day(s) between 03/24/2026 and 03/24/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 24th day of March, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 27th day of March, 2026

Notary _____

Commission Expires: 3/14/29

STATE OF NEW MEXICO
NOTARY PUBLIC
KAREN E ABEYTA
COMMISSION # 2005802
COMMISSION EXPIRES 03/19/2029

LEGAL #95070

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, April 7, 2026.

The purpose of the public hearing will be to consider the following:

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

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

BILL NO. 2026-07. A Bill Creating a New Section 2-2.10 of SFCC 1987 to Establish City Attorney and City Clerk Authority to Correct Scrivener's Errors.

PUB.: Mar. 24, 2026

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 87504-0909

ACCOUNT:	S2460
AD NUMBER:	116842
TAG LINE	LEGAL #95153
P.O.#:	CITY CLERK

1 TIME(S)	$143.48
AFFIDAVIT	10.00
TAX	12.57
TOTAL	166.05

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 95153 a copy of which is hereto attached was published in said newspaper 1 day(s) between 04/13/2026 and 04/13/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 13th day of April, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 14th day of April, 2026

Notary _____
Commission Expires: 4-18-2027

STATE OF NEW MEXICO
NOTARY PUBLIC
JAVIER CHRISTOPHER ROMERO
COMMISSION # 1140160
COMMISSION EXPIRES 04/18/2027

LEGAL #95153

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, April 29, 2026.

The purpose of the public hearing will be to consider the following:

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

This bill is available in its entirety on the City's web site http://www.santafenm.gov (click on Departments/City Attorney/Legislative Services) or upon request and payment of a reasonable charge, in the City Clerk's Office, City Hall, 200 Lincoln Avenue, from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Interested parties may view the meeting on the City's YouTube Channel: https://www.youtube.com/user/cityofsantafe. An agenda with complete information about meeting attendance and instructions to provide live public comment will be posted on the City's website no later than seventy-two (72) hours before the meeting: https://santafenm.portal.civicclerk.com/.

The Governing Body shall review and consider all public input prior to taking action.

Geralyn F. Cardenas
City Clerk/Director of Community Engagement

PUB.: Apr.: 13, 2026

CITY OF SANTA FE

Memorandum

Date: February 16, 2026

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

From: Clinton Peterson, Public Utilities Engineer CDP

Via: Jesse Roach, Interim Public Utilities Director JR

RE: DWSRLF Loan for Flocculation Sedimentation Upgrades at Canyon Road Water Treatment Plant

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EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of a Drinking Water State Revolving Fund loan and subsidy agreement in the total amount of $17,000,000 between the New Mexico Finance Authority and the City of Santa Fe ("City"). The loan would be for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Pant. This bill specifies that the loan be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). With respect to the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City. The Loan shall be in the maximum principal amount of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000.

BACKGROUND:

The City entered into a contract with Bradbury Stamm Construction in the total amount of $21,882,300, exclusive of sales tax, to complete the Flocculation and Sedimentation Improvements project at the Canyon Road Water Treatment Plant. This project will upgrade critical infrastructure at the facility, which provides potable drinking water to the residents of the city of Santa Fe. The City's Water Division is funding the project through a combination of Drinking Water State Revolving Loan Fund, which includes a significant principal loan forgiveness component, along with Water Trust Board Fundin and Water Enterprise Fund moneys.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-04

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Alma Castro

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND CITY OF SANTA FE, NEW MEXICO ("THE BORROWER"), IN THE TOTAL AMOUNT OF SEVENTEEN MILLION DOLLARS ($17,000,000), EVIDENCING AN OBLIGATION OF THE BORROWER TO UTILIZE THE LOAN AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING A NEW FLOCCULATION AND SEDIMENTATION PROCESS AND MAKING IMPROVEMENTS TO THE CANYON ROAD WATER TREATMENT PLANT AS A COMPONENT OF THE SYSTEM OWNED AND OPERATED BY THE BORROWER, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER; CERTIFYING THAT THE LOAN AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER, IS SUFFICIENT TO COMPLETE THE

underscored material = new [~~bracketed material~~] = delete

PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico, and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority ("NMFA") and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules, the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on July 18, 2025, that the Borrower receive financial assistance in the form of the Loan; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan Agreement, that the Loan Amount, together with the Additional Funding Amount and other moneys available to the

Borrower, is sufficient to complete the Project, and that it is in the best interest of the Borrower and the constituent public it serves that the Loan Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan Agreement, which is incorporated by reference as Attachment A, and considered to be a part hereof; and

WHEREAS, the Loan Agreement shall not constitute a general obligation of the Borrower, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower, the Water Trust Board, the NMFA or the State; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower to complete the Project; and

WHEREAS, the Borrower has met or will meet prior to the first disbursement of any portion of the Loan Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan Amount for the purposes described, and according to the restrictions set forth, in the Loan Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such

meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid. "Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan Amount and other moneys available to the Borrower, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $3,440,053.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower and hardship waivers of payments granted to the Borrower pursuant to Section 5.2(a)(i) of the LoanAgreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City Manager and City Clerk of the Borrower.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan Agreement, by the Borrower and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender establishing accounting principles applicable to the Borrower.

"Governing Body" means the duly organized City Council and the mayor of the Borrower, or any successor governing body of the Borrower.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the Borrower (the "Master Utility Ordinance").

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower as a loan pursuant to the Loan Agreement for the purpose of funding the Project, in the maximum amount of $17,000,000.

"Loan" or "Loan Amount" means the amount borrowed by the Borrower as the Loan Amount pursuant to the Loan Agreement for the purpose of funding the Project and shall not equal more than $17,000,000.

"Loan Agreement" means the Water Project Fund Loan Agreement entered into by and

between the Borrower and the NMFA as authorized by this Ordinance.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net Revenues of the System pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower for purposes of tracking expenditure of the Loan Amount by the Borrower to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the municipally owned public utility designated as the Borrower water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower through purchase, condemnation, construction or otherwise,

including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower.

"Term Sheet" means Exhibit "A" attached to the Loan Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower and officers of the Borrower directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan Agreement, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is necessary to meet the needs of the Borrower and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than

Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower.

D. The Borrower will acquire and complete the Project with the proceeds of the Loan, the Additional Funding Amount and other amounts available to the Borrower, and except as otherwise expressly provided by the Loan Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan Amount, and other amounts available to the Borrower, the Additional Funding Amount is now available to the Borrower, and in combination with the Loan Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower a separate Project Account as a book account only on behalf of the Borrower and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan Agreement.

Section 5. Loan Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public

health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower and acquiring and completing the Project, it is hereby declared necessary that the Borrower execute and deliver the Loan Agreement evidencing the Borrower acceptance of the Loan Amount of $17,000,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan Agreement, the execution and delivery of which is hereby authorized. The Borrower shall use the Loan Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in the maximum principal amount of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower and hardship waivers of payments granted to the Borrower.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan Agreement. The execution of the Loan Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower hereby consents to the creation of the

Project Account by the NMFA. Until the Completion Date, the amount of the Loan credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Completion of the Project. The Borrower shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan funds as provided in the Loan Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan Agreement.

C. NMFA Not Responsible. Borrower shall apply the funds derived from the Loan Agreement as provided therein, and in particular Article VII of the Loan Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower or by its officers of the funds derived from the Loan Agreement or of any other funds held by or made available to the Borrower in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan Amount in its possession, custody and control to the NMFA for disbursement to the Borrower, or to honor any request for such transfer or disbursement of the Loan Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan Agreement, the Borrower shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan Agreement in an amount sufficient to pay principal and other amounts due under the Loan Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan Agreement. The Borrower hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point

in time during the Agreement Term the Borrower desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Loan Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues subordinate to the lien thereon of all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender to the Borrower pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, shall be on parity with the lien of the Loan Agreement authorized by this Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this

Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. This ordinance shall be published consistently with SFCC 1987, Section 2-2.4.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Feb 16, 2026 13:33:38 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

ATTACHMENT A

$17,000,000 Maximum Principal Amount

Maximum Forgiven Principal Amount $8,500,000

Maximum Repayable Principal Amount $8,500,000

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

dated

July 18, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CITY OF SANTA FE,
New Mexico

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the "Loan Agreement"), dated July 18, 2025, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA"), and the **CITY OF SANTA FE** (the "Governmental Unit"), a municipality duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the NMFA is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the NMFA to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act of 1974 ("SDWA"); and

WHEREAS, the DWSRLF Act was adopted pursuant to the SDWA which authorizes the United States Environmental Protection Agency ("EPA") to set national based standards for drinking water and was originally passed by Congress in 1974 and amended in 1986, 1996, 2018 and 2021 with the passage of the Bipartisan Infrastructure Law signed into law on November 15, 2021 ("BIL"); and

WHEREAS, the BIL, also known as the Infrastructure Investment and Jobs Act was implemented with the purpose, among others, of expanding access to clean drinking water throughout the United States of America; and

WHEREAS, the Governmental Unit is a municipality organized and existing under the general laws of the State, specifically the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§3-15-1 through 3-15-16, all as amended, and is a qualified local authority under the DWSRLF Act; and

WHEREAS, the Governmental Unit is authorized by the laws of the State, and in particular NMSA 1978, §§ 3-31-1 through 3-31-12, to enter into this Loan Agreement and accept a loan for the purpose of financing the Project; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA, may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the NMFA and accept a loan and subsidy from the NMFA to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS the NMFA will disburse the proceeds of the Loan for construction after written determination by the NMFA, the New Mexico Environment Department (the "Department"), or other appropriate agency or entity on behalf of the NMFA (pursuant to an agreement between such agency or entity and the NMFA) that the Governmental Unit has complied with EPA's guidelines applicable to the Project and with the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems. Upon written determination of compliance, the NMFA, the Department or other appropriate agency or entity will approve (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) plans and specifications pursuant to 42 U.S.C. Section 300j-12; and (4) bids for the acquisition and completion of the Project; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA are federal funds categorized as CFDA 66.468; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the NMFA will determine in writing prior to disbursement of any proceeds of the Loan for construction if the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, pursuant to 42 U.S.C. 300j-12(a)(3), the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the SDWA.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the NMFA and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I, for all purposes, shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise. Capitalized terms used and not defined in this Loan Agreement shall have the meaning given to each of those capitalized terms in the Master Ordinance.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the NMFA as 0.25% of the Aggregate Repayable Disbursements then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal Amount.

"Aggregate Program Amount" means, with respect to this Loan Agreement, the sum of the Aggregate Repayable Disbursements and the Aggregate Forgiven Disbursements up to the Maximum Principal Amount.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to this Loan Agreement, together with the required supporting documentation set out in Exhibit "C" submitted to and approved by the NMFA pursuant to Section 4.2 of this Loan Agreement.

"Authorized Officers" means, with respect to the Governmental Unit, the Mayor, City Manager, Finance Director, and City Clerk thereof; and with respect to the NMFA, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer, and any other officer or employee of the NMFA designated in writing by an Authorized Officer of the NMFA.

"Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the NMFA and specifically related to this Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the NMFA to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

"Debt Service Requirements" for any given period, means the sum of: (a) the amount required to pay the interest becoming due on the applicable System Bonds, during that period or to make reimbursements for payments of interest; and (b) the amount required to pay the principal or Accreted Value becoming due on the applicable System Bonds during that period, whether upon maturity or the Accreted Term Date. For purposes of calculating the maximum annual Debt Service Requirements, assumption set forth in the Master Ordinance applicable to the calculation of Debt Service Requirements shall be used.

"Department" means the New Mexico Environment Department.

"Disbursement" means an amount caused to be paid by the NMFA for an Approved Requisition for costs of the Project, calculated on the basis of the amount of such Approved Requisition.

"Drinking Water Fundable Priority List" means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-15-1 through 3-15-16, all as amended, and enactments of the Governing Body relating to this Loan Agreement including the Ordinance.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" or "EPA" means the United States Environmental Protection Agency.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Loan Agreement.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

"NMFA Act" means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Governmental Unit.

"Governing Body" means the duly organized City Council of the Governmental Unit, or any successor governing body of the Governmental Unit.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water or water facilities furnished to the inhabitants in the Service Area. Such term also includes:

(a) All income derived from the investment of any money in the Acquisition Fund, Income Fund, Debt Service Fund, Reserve Fund and Rate Stabilization Fund and from surplus Net Revenues;

(b) Money released from the Rebate Fund to the Governmental Unit;

(c) Money released from the Rate Stabilization Fund to the extent that the amount released is used to pay Operation and Maintenance Expenses or Debt Service Requirements on System Bonds in the year released;

(d) Property insurance proceeds which are not necessary to restore or replace the property lost or damaged and the proceeds of the sale or other disposition of any part of the System; and

(e) Such other amounts that may be designated as Gross Revenues in a Supplemental Ordinance.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except for (d) above and any insurance proceeds derived in respect of loss of use or business interruption.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Loan Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

"Independent Accountant" means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intended Use Plan" means the current plan prepared by the NMFA and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) and 40 CFR §35.3555 which establish criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on this Loan Agreement, which includes the Administrative Fee, as shown on the Term Sheet.

"Interim Period" means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the NMFA as provided in Section 4.1(b) of this Loan Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

"Interim Loan Agreement Payment Schedule" means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit "B".

"Loan" means the funds to be loaned to the Governmental Unit by the NMFA pursuant to this Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan and subsidy agreement.

"Loan Agreement Payment" means, collectively, the Maximum Repayable Principal Amount, the Interest Component and the Administrative Fee Component to be paid by the

Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a Loan Agreement payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit "B" or in the Final Loan Agreement Payment Schedule.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"Master Ordinance" means the Governmental Unit's Ordinance No. 2016-19, adopted May 11, 2016, as amended and supplemented from time to time.

"Maximum Annual Debt Service" means the Maximum Repayable Principal Amount and Interest due on all outstanding Senior and Parity Obligations of the Governmental Unit

"Maximum Forgiven Principal Amount" means the maximum amount of loan subsidy available in the form of principal forgiveness to be applied proportionally at the time of each Disbursement to the Governmental Unit, up to fifty percent (50%) of the Maximum Principal Amount. The Maximum Forgiven Principal Amount is eight million five hundred thousand dollars ($8,500,000).

"Maximum Principal Amount" means seventeen million dollars ($17,000,000).

"Maximum Repayable Principal Amount" means the maximum amount of Aggregate Repayable Disbursements made to the Governmental Unit pursuant to this Loan Agreement. The Maximum Repayable Principal Amount is eight million five hundred thousand dollars ($8,500,000).

"Memorandum of Understanding" means the current memorandum of understanding by and between the NMFA and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund program.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the Gross Revenues reasonably required for operation of the System.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operating Agreement" means the operating agreement entered into between the NMFA and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means Ordinance No. 2025-_____ adopted by the Governing Body of the Governmental Unit on June 11, 2025, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal

farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc. or S & P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to the payment of the Loan Agreement Payments by the Ordinance and this Loan Agreement and described in the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit "B" attached to this Loan Agreement.

"Project" means the project(s) described on the Term Sheet.

"Safe Drinking Water Act" or "SDWA" means 42 U.S.C. §§ 300f et seq.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

"Service Area" means the area served by the System, whether situated within or without the limits of the Governmental Unit.

"State Environmental Review Process" or "SERP" means the environmental review process adopted by the NMFA, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

"Subordinate Parity Obligations" means any bonds or obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues on parity with this Loan Agreement and subordinate to any outstanding Senior Obligations having a superior lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Super Subordinate Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Senior Obligation and Subordinate Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"System" means the water utility system operated pursuant to the Governmental Unit's Code of Ordinances Chapter XXV, as amended from time to time, owned, operated and maintained by the Governmental Unit, and of which the Project, when completed, will form part. The System

consists of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Governmental Unit through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Governmental Unit designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Governmental Unit.

"System Bonds" means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Subordinate Parity Obligations and Super Subordinate Obligations.

"Term Sheet" means Exhibit "A" attached to this Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of the Loan Agreement, and Readiness to Proceed. The Governmental Unit is a municipality, and is duly organized and existing under the statutes and laws of the State, including specifically the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-15-1 through 3-15-16, all as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. The

Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the NMFA and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the NMFA to assure sufficient Pledged Revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Governmental Unit shall exercise its power of eminent domain, if needed to comply with this paragraph.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

(j) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay Expenses and related professional fees.

(k) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement and the other documents related to this transaction, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the other documents related to this transaction, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(m) Outstanding and Additional Debt. Except for the Subordinate Parity Obligations and Senior Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a parity with or on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the NMFA.

(n) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement and the other documents related to this transaction or to comply with its obligations under this Loan Agreement and documents related to the transaction. Neither the execution and delivery of this Loan Agreement and the other documents related to the transaction by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement and the other documents related to the transaction, requires the approval of any

regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(o) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement and the other documents related to the transaction.

(p) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(q) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one hundred twenty percent (120%) and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed one hundred twenty percent (120%) of the Debt Service Requirements on all Senior Obligations and all Subordinate Parity Obligations Outstanding in such Fiscal Year.

(r) Governmental Unit's Existence. The Governmental Unit will maintain its legal identity and existence so long as System Bonds remain outstanding, unless another political subdivision by operation of law succeeds to the liabilities, rights and duties of the Governmental Unit under this Loan Agreement without adversely affecting to any substantial degree the privileges and rights of the NMFA. However, the Governmental Unit may, annex or de-annex land if the Governmental Unit complies with other applicable covenants contained in the Master Ordinance.

(s) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing the Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the NMFA, and notification of any event deemed material by the NMFA. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund program which is alleged or found by a state or federal agency of appropriate jurisdiction.

(t) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually, so long as the Governmental Unit expends more or equal to the threshold amount set forth in 2 C.F.R. Section 200.501 during any one Fiscal Year, cause an audit of the books and accounts of its operations in their entirety, in accordance with § 200.514, except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. 200.501(c) to be completed by an Independent Accountant

in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The Governmental Unit shall notify the NMFA and the Drinking Water State Revolving Loan Fund program when it conducts an audit in accordance with 2 C.F.R. Section 200.501. The Governmental Unit shall provide a copy to the NMFA and the Drinking Water State Revolving Loan Fund program of such audit within 30 days of completion. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and the NMFA of any findings and recommendations pertaining to the Drinking Water State Revolving Loan Fund contained in the audit. The Governmental Unit will also submit the audit to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months of the end of the audit period pursuant to 2 CFR § 200.512. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and NMFA that the audit has been submitted to the Federal Audit Clearinghouse and provide a copy to the Drinking Water State Revolving Loan Fund program and NMFA upon request. The audit will also be available for inspection by the NMFA Environmental Protection Agency.

(u) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

Section 2.2 Protective Covenants Regarding Operation of the System.

The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant.

(i) The Governmental Unit covenants that it will at all times fix rates and collect charges for each class of service rendered by the System, and to, from time to time, amend or adjust such rates so that Gross Revenues of the System shall always be sufficient to provide for the payment of expenses of administration, Operation and Maintenance Expenses, other expenses which may be necessary to preserve the System in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet ongoing legal obligations to be paid at that time; and

(ii) The Governmental Unit further covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year the Pledged Revenues shall at least equal (i) 130% of the Debt Service Requirements on all Senior Obligations outstanding in such Fiscal Year and (ii) 120% of the Debt Service Requirements on all Senior Obligations and all Subordinate Parity Obligations outstanding in such Fiscal Year.

(iii) Failure by the Governmental Unit to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under the Master Ordinance so long as the Governmental Unit, within 180 days after the end of any such Fiscal Year, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the Governmental Unit into compliance with the Rate Covenant. The Governmental Unit is also required under the Master Ordinance in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year and for the

next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above. If the Governmental Unit determines that the Net Revenues may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the System which, in the opinion of the Consulting Engineer, will cause sufficient Gross Revenues to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The Governmental Unit shall as promptly as practicable adopt and place in effect the schedule of fees, rates and charges recommended or approved by the Consulting Engineer pursuant to the Master Ordinance. In the alternative of establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the Governmental Unit may implement reductions in Operation and Maintenance Expenses for the System in an amount sufficient to meet the Rate Covenant.

(b) Lien on Lands Serviced by the System. State law grants the Governmental Unit a lien upon each lot or parcel of land for the charges imposed for water services supplied by the System to the owner of such lot or parcel (except as otherwise provided in NMSA 1978, § 3-23---6). The Governmental Unit will cause each lien to be perfected in accordance with the provisions of NMSA 1978, §§ 3-23--6 and 3--36--1 through 3--36---5. The Governmental Unit will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six (6) months in the payment of charges imposed for the use of the System.

(c) Levy of Charges. The Governmental Unit will promptly fix, establish and levy the rates and charges which are required by Section 2.2(a) hereof. Unless contrary to any provision of applicable law, any resolution or ordinance adopted by the Governing Body to fix, establish and levy such rates and charges shall be deemed an administrative or executive matter not subject to the referendum provisions of the Charter or State law. No reduction in any initial or existing rate schedule for the System may be made unless:

(i) The Governmental Unit has fully complied with the requirements of the rate covenant contained in Section 2.2(a) hereof for any twelve (12) consecutive months out of the sixteen (16) calendar months immediately preceding the reduction of the rate schedule, and

(ii) The audit required by Section 26.09 of the Master Ordinance or a separate certificate by an Independent Accountant for or relating to any twelve (12) consecutive months out of the sixteen (16) calendar months immediately preceding any reduction discloses that the Pledged Revenues resulting from the proposed rate schedule would have been sufficient to meet the rate covenant contained in Section 2.2(a) hereof during the applicable twelve (12) month period.

(d) Efficient Operation. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable public and private demands for System services within the Service Area of the System.

(e) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of System Bonds are not subject to inspection or copying.

(f) Right to Inspect. The NMFA, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues and the System.

(g) Audits. Within one hundred eighty (180) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the NMFA. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(t) of this Loan Agreement.

(h) Billing Procedure. Bills for water services, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution, regulation or policy of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water services shall be discontinued as required by Governmental Unit ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(i) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on NMFA.

(j) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the

Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem System Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(k) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System; provided, however, that nothing herein shall prevent the Governmental Unit from annexing land into its boundaries solely due to the fact that there is a competing utility system or person, association, firm or corporation providing such utility services or facilities within or for the land to be annexed.

(l) Alienating System. While the System Bonds are outstanding, the Governmental Unit shall not, except as permitted below, transfer, sell, or otherwise dispose of the System. For purposes of this Section 2.2(l), any transfer of an asset over which the Governmental Unit retains or regains substantial control shall not, for so long as the Governmental Unit has such control, be deemed a disposition of the System.

The Governmental Unit may transfer, sell or otherwise dispose of the System only if such transfer, sale or disposition complies with one or more of the following provisions:

(i) The property being disposed of is inadequate, obsolete or worn out; or

(ii) The property proposed to be disposed of and all other property of the System disposed of during the twelve (12) month period ending on the day of such transfer (but excluding property disposed of under Subsection 2.2(l)(i) above) will not, in the aggregate, constitute a Significant Portion of the System determined as described below and the proceeds are deposited into the Income Fund to be used as described below; or

(iii) The Governmental Unit receives fair market value for the property, the proceeds are deposited into the Income Fund to be used as described below and prior to the disposition of such property there is delivered to the Fiscal Agent a certificate of a Consultant to the effect that notwithstanding such disposition, but taking into account the use of such proceeds

in accordance with the expectations of the Governmental Unit as evidenced by a certificate of an Authorized Officer, the Consultant estimates that the Governmental Unit will be in compliance with the rate covenant in Section 2.2(a) hereof during each of the five (5) Fiscal Years immediately following such disposition.

For purposes of this Section 2.2(l), the term "Significant Portion" of the System means property of the System which, if such property had been disposed of by the Governmental Unit at the beginning of the Fiscal Year which includes the month of commencement of the twelve (12) month period referred to in Subsection 2.2(l)(ii) above would have resulted in a reduction in Net Revenues for such Fiscal Year of more than four percent (4%) when the actual Net Revenues for such Fiscal Year are decreased by the revenues directly attributable to such property of the System and increased by the expenses of the Governmental Unit directly attributable to such property of the System.

Proceeds of the disposition of assets under the Subsection 2.2(l)(ii) or 2.2(l)(iii) above shall be deposited in the Income Fund and used, within a reasonable period of time, not to exceed three years, to (a) provide additional revenue-producing properties to the System, (b) redeem System Bonds or (c) create an escrow fund pledged to pay specified System Bonds and thereby cause such System Bonds to be deemed to be paid as provided in the Master Ordinance.

Properties of the System which were financed with the proceeds of obligations the interest on which is then excluded from gross income for federal income tax purposes shall not be disposed of, except under the terms of provision 2.2(l)(i) above, unless the Governmental Unit has first received a written opinion of Bond Counsel to the effect that such disposition will not cause the interest on such obligations to become includable in gross income for federal income tax purposes.

No such disposition shall be permitted which would cause the Governmental Unit to be in default of any other covenant contained in the Master Ordinance.

(m) Competent Management. The Governmental Unit shall employ experienced and competent personnel to manage the System.

(n) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Section and the proper segregation and application of the Gross Revenues.

(o) No Other Liens. Except for those Senior Obligations, Subordinate Parity Obligations, and Super Subordinate Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with**,** subordinate or senior to the lien of this Loan Agreement.

(p) Free Services Prohibited. No free service, facilities nor commodities shall be furnished by the System. Should the Governmental Unit use water services or facilities supplied by the System for municipal purposes, or any combination thereof, or in any manner use the System, or any part thereof, any use of the System by or of the services rendered thereby to the Governmental Unit, or any department, board or agency thereof, will be paid for from the Governmental Unit's general fund or other available revenues at the reasonable value of the use so made, or service so rendered, which shall in no event be less than the rates charged to a System customer with similar consumption; and all the revenue so derived from the Governmental Unit shall be deemed to be income derived from the operation of the System, to be used and accounted for in the same manner as any other income derived from the operation of the System.

Section 2.3 Representations, Covenants and Warranties of the NMFA. The NMFA represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Legal Status and Authorization of Loan Agreement. The NMFA is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the NMFA Act. The NMFA has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the NMFA is a party or by which the NMFA is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the NMFA, or its property and which conflict or violation will have a material adverse effect on the NMFA or the financing of the Project.

(c) No Litigation. To the knowledge of the NMFA, there is no litigation or proceeding pending or threatened against the NMFA or any other person affecting the right of the NMFA to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the NMFA, neither the execution and delivery of this Loan Agreement by the NMFA, nor compliance by the NMFA with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligation. This Loan Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

(e) NMFA Compliance with Policies. As related to this Loan Agreement, the NMFA has complied with all applicable policies and procedures, as adopted and approved by the

NMFA Board of Directors, or such policies or procedures have been waived by the NMFA Board of Directors.

(f) Compliance with Securities Laws. The NMFA acknowledges that no offering document or prospectus has been prepared by the Governmental Unit with respect to this Loan Agreement. The NMFA has been provided with and has reviewed such information as it deems relevant in making its decision to make the Loan to the Governmental Unit and has assumed and relied on the accuracy of such information. The NMFA will not sell, pledge, transfer, convey, hypothecate, mortgage or dispose of the Loan Agreement, or any portion thereof, except to persons who have been provided sufficient information with which to make an informed investment decision regarding the Loan Agreement and in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder and applicable State securities laws and regulations.

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) After the Closing Date and upon written determination of compliance by the Governmental Unit with Section 4.2 of this Loan Agreement, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursal by the NMFA to the Governmental Unit at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the NMFA, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. Prior to the disbursement of any proceeds of the Loan for construction, the Governmental Unit shall comply with EPA's guidelines applicable to the Project and with the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems, and after written determination of compliance, the NMFA, the Department, or other appropriate agency or entity on

behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA) will approve (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) the plans and specifications pursuant to 42 U.S.C. Section 300j-12 and (4) the bids for the conduct and completion of the Project. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the NMFA. The NMFA or its designee shall review each requisition for compliance with (i) the Project's scope and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The NMFA shall cause an Approved Requisition to be paid from the Drinking Water State Revolving Loan Fund.

Section 4.3 Termination by NMFA. NMFA may terminate this Loan Agreement in its sole discretion if it determines and notifies the Governmental Unit in writing that the Governmental Unit has not met within a reasonable period of time the requirements of Section 4.2 of this Loan Agreement.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the NMFA an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Senior Obligations and Subordinate Parity Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Subordinate Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect, unless terminated by NMFA pursuant to Section 4.3 of this Loan Agreement. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the NMFA shall recalculate on the basis of the Aggregate Repayable Disbursements to that

date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final Disbursement, the NMFA shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The NMFA shall provide a Final Loan Agreement Payment Schedule following the final Disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the NMFA acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payments under Article XVIII of the Master Ordinance, including the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit as provided in the Master Ordinance for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the NMFA or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the NMFA or its designee pursuant to this Loan Agreement, shall be accounted for and maintained by the NMFA or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the NMFA. The amounts on deposit in the Debt Service Account shall be expended and used by the NMFA only in the manner and order of priority specified herein.

(a) In accordance the payments required under Article XVII of the Master Ordinance, as a subordinate charge and lien, but not an exclusive subordinate charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Subordinate Parity Obligations and subordinate to any outstanding Senior Obligations), the Governmental Unit shall remit to the NMFA and the NMFA shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, the Interest Component and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period, within five (5) days after each payment of an Approved Requisition, the Finance Authority shall calculate the Interest Component and Administrative Fee Component next coming due on the Aggregate Repayable Disbursements.

(C) During the Interim Period, the Governmental Unit shall on June 1 and December 1 of each year, commencing on the first day of June or December, as the case may be, next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date as described in the Loan Agreement Payment schedule attached as Exhibit "B" hereto.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the following amounts:

(A) Interest Component and Administrative Fee Component. On June 1 and December 1 of each year commencing on the first day of June or December, as the case may be, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the amount which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and thereafter, on each Loan Agreement Payment Date, the amount necessary to pay the Interest Component and Administrative Fee Component then due on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. On June 1 of each year, commencing on the first day of June next following the Final Disbursement, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the amount which is necessary to pay the first maturing Principal Component; and annually on the first day of June thereafter, the amount which is necessary to pay the Principal Component then due on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer to the NMFA, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the NMFA shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the NMFA shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to

credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the NMFA or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the NMFA or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Subordinate Parity and Senior Obligations Payable from Pledged Revenues.

(a) Subordinate Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Subordinate Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Subordinate Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Subordinate Parity Obligations or Senior Obligations but including parity refunding bonds and obligations which refund Super Subordinate Obligations as provided in Section 5.5 hereof) and the requirements of Section 24.03 of the Master Ordinance.

The tests required in this Section and Section 24.03 of the Master Ordinance, shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. For Subordinate Parity Bonds with a funded Reserve Account (excluding any insurance coverage through a Reserve Fund Insurer), determination of average annual combined Debt Service Requirements or maximum combined annual Debt Service Requirements shall include application of the funds in the Reserve Account to the final debt service payment for the applicable Subordinate Parity Bonds. Except as permitted herein and by Article XXV of the Master Ordinance, prior to the issuance of additional Subordinate Parity Bonds, the Governmental Unit shall be current in making all deposits required by Article XVIII of the Master Ordinance and the following test shall be satisfied:

(i) a certificate prepared by an Authorized Officer of the Governmental unit showing that the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations after the issuance of the proposed Parity Subordinate Obligations, or

(ii) a certificate prepared by a Consulting Engineer showing that:

(A) the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations immediately preceding the issuance of the proposed additional Subordinated Bonds;

(B) for each Fiscal Year during the period from the date of delivery of such certificate until the latest estimated Completion Date of the Project being financed, the Consulting Engineer estimates that the Governmental Unit will be in compliance with the Rate Covenant; and

(C) the estimated Net Revenues for each of the three Fiscal Years immediately following the latest estimated Completion Date for the specified Project to be financed with proceeds of the proposed additional Parity Subordinate Obligations, as certified to the Consulting Engineer by an Authorized Officer of the Governmental Unit, will be at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations which will be outstanding immediately after the issuance of the proposed additional Subordinated Bonds.

For purposes of subsections (ii)(A) and (ii)(B) above, in estimating Net Revenues, the Consulting Engineer may take into account (1) reasonable Gross Revenues from specified Projects expected to become available, (2) any increase in fees, rates, charges, rentals or other sources of Gross Revenues which have been approved by the Governmental Unit and will be in effect during the period for which the estimates are provided, and (3) any other increases in Gross Revenues for such period which the Consulting Engineer certifies to be reasonable for purposes of such certificate. With respect to Operation and Maintenance Expenses, the Consulting Engineer shall use such assumptions as the Consulting Engineer believes to be reasonable, and taking into account, (i) historical Operation and Maintenance Expenses, (ii) Operation and Maintenance Expenses associated with the specified Projects and (iii) such other factors, including inflation and changing operations or policies of the Governmental Unit, as the Consulting Engineer believes to be appropriate. The Consulting Engineer shall include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Net Revenues and shall also set forth the calculations of the maximum combined annual Debt Service Requirements, which calculations may be based upon information provided by another Consulting Engineer or Consultant.

For purposes of preparing the certificate or certificates described above, the Consulting Engineer or Consulting Engineers may rely upon financial statements prepared by the Governmental Unit which have not been subject to audit by an independent certified public accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the Governmental Unit shall certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

(D) The Governmental Unit shall provide written notice to the NMFA of its intention to authorize the issuance of additional Subordinate Parity Obligations or Super Subordinate Obligations prior to taking official action regarding the issuance of the bonds or obligations and, following establishment of the final terms of the additional bonds proposed to be issued

(b) Senior Obligations. The Governmental Unit may issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, so long as the additional bonds test set forth in the Master Ordinance for issuance of Senior Obligations can be met on the date of issuance of such additional bonds or other obligations. The Governmental Unit shall not issue Senior Obligations payable from the Pledged Revenues, without providing prior written notice to the NMFA, unless such Senior Obligations are purchased by the NMFA

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) and (b) of Section 5.4 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the

Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) and (b) of Section 5.4 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the NMFA or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the NMFA. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the NMFA pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the NMFA or its designee shall disburse moneys to pay a requisition upon receipt and approval by the NMFA or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation

Section 6.3 Completion of the Project. Upon completion of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Loan Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the NMFA, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the NMFA shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the NMFA will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The NMFA and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 NMFA and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the NMFA or the Governmental Unit is required, or the Governmental Unit or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Governmental Unit by an Authorized Officer of the NMFA or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the NMFA shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a). For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b). For all construction contracts awarded in excess of $10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c). For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d). For all construction subcontracts, and subgrants of amounts in excess of $100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e). For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f). For all contracts, including subcontracts in excess of $2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit, and the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)), and shall include the contract clauses set out in the Environmental Protection Agency publication entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)".

(g). For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program addressing Disadvantaged, Minority and Women's Business Enterprises, including Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations, Executive Order 12898 and 40 C.F.R. Part 33.

(h). For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i). For all contracts, the Governmental Unit shall comply with the requirements of the Federal Funding Accountability and Transparence Act (FFATA).

(j). For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13627 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(k). For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the NMFA pertaining to the Project or (ii) the NMFA has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(l). For all contracts, the Governmental Unit shall comply with the requirements of the Build America, Buy America Act (BABA) included in the BIL, in Sections 70901 through 70927, 2 BABA 70912 and 70914, 3 87 FR 23888 and 2 CFR part 184, in all subawards, contracts, and purchase orders for the work performed, or products supplied under this Loan Agreement. Under the BABA, the Governmental Unit is obligated to use United States produced iron, steel, manufactured products and construction materials for the Project with the funds available under this Loan Agreement unless the Governmental Unit believes a waiver is justified and NMFA finds that a waiver shall apply consistent with such Federal law.

(m). For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the NMFA such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default under this Loan Agreement.

(n). For all contracts, the Governmental Unit shall comply with the administration of the Clean Air Act and the Federal Water Pollution Control Act, including Section 306 of the Clean Air Act, 42 U.S.C. 7606 et seq, Section 508 of the Clean Water Act, 33 U.S.C. 1368, et seq. and Executive Order 11738

(o). For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(p). The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the Environmental Protection Agency for the Project.

(q). The Governmental Unit acknowledges that it is subject to the terms of the Environmental Protection Agency Memorandum titled "Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs" dated December 11, 2020. The Governmental Unit shall comply with 2 CFR 200.216 and Section 889 of Public Law 115-232 and shall not use loan or subsidy funds to obtain or enter into a contract to obtain covered telecommunications equipment produced or provided by companies listed in the system for Award Management exclusion list at SAM.gov. The exclusion list includes, but is not limited to, Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities.

(r). The Governmental Unit agrees to comply with all applicable New Mexico State cybersecurity laws and requirements and ensure that any connections between the Governmental Unit's network or information system and Environmental Protection Agency networks used by the recipient to transfer data under this Loan Agreement, if any, are secure. If a connection does not go through the Environmental Information Exchange Network or Environmental Protection Agency's Central Data Exchange, the Governmental Unit agrees to contact the Environmental Protection Agency Project Officer (PO) and work with the designated Environmental Protection Agency Regional/Headquarters Information Security Officer to ensure that the connections meet Environmental Protection Agency security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Governmental Unit into systems operated and used by Environmental Protection Agency's regulatory programs for the submission of reporting and/or compliance data. The Governmental Unit is subject to monitoring as deemed necessary by the NMFA or the State of New Mexico under 2 CFR 200.331. In regard to this section a "connection" is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

(s). If the Governmental Unit gathers geospatial data, as defined in 43 U.S.C. §2801(2018), during the life of the Project, the data must be consistent with the Federal Geographic Data Committee endorsed standards.

(t). In accordance with the EPA "Signage Requirement" guidelines, the Governmental Unit will place a sign and will maintain such sign in good condition throughout the construction period, at a visible location in the construction site that displays the EPA's agency emblem and identify the project as a "project funding by U.S. Environmental Protection Agency" as long as placing such sign is practically and financially viable and does not result in excessive cost to the Governmental Unit.

(u). The Governmental Unit, as well as any contractors and subcontractors working with the Governmental Unit in this Project, shall comply with all State laws and regulations pertaining to equal employment opportunity and all federal anti-discrimination law requirements, pursuant to 40 C.F.R. 35.3575(a)(c), including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., 40 C.F.R. Part 5, EPA's regulations 40 CFR §7.30 and 40 CFR §7.35, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, et seq., and the Age Discrimination Act of 1975, 42 U.S.C. §6102 which laws prohibit discrimination in the provision of services or benefits on the basis of race, color, national origin, sex, disability or age in programs or activities receiving federal assistance. However, the Governmental Unit shall not be required to take any action in accordance with the foregoing provisions that would, in the exercise of the Governmental Unit's good-faith and reasonable discretion, require the Governmental Unit to violate Executive Orders of the President of the United States of America or the Governor of New Mexico that are in effect and binding on the Governmental Unit throughout the Project period, nor shall the Governmental Unit be required to take any action contrary to an order or decision of a court having jurisdiction over any Executive Order of the President of the United States of America or any Executive Order of the Governor of the State.

The NMFA or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 Subordinate Lien Status. The Loan Agreement Payments constitute an irrevocable subordinate lien (but not necessarily an exclusive subordinate lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Subordinate Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a subordinate lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Subordinate Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the NMFA or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The NMFA or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the NMFA and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the NMFA and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA or its designee, shall defend the NMFA or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. In addition to the default provision in Article XXIX of the Master Ordinance, any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the NMFA or its designee, if any, unless the NMFA or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice

can be wholly cured within a period of time not materially detrimental to the rights of the NMFA or its designee but cannot be cured within the applicable thirty (30) day period, the NMFA or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings to protect the NMFA's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the NMFA may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the NMFA under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the NMFA; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements; or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the NMFA is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the NMFA to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The NMFA may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the NMFA, in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the NMFA shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the NMFA employs attorneys or incurs other expenses for the collection of payments hereunder, or the

enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

City of Santa Fe
Attn: City Clerk
P.O. Box 909
Santa Fe, New Mexico 87504-0909

If to the NMFA, then to:

New Mexico Finance Authority
Attention: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

And if to NMFA's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the NMFA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NMFA, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Integration. This Loan Agreement and any other agreements, certifications and commitments entered into between the NMFA and the Governmental Unit on the Closing Date constitute the entire agreement of the parties regarding the subject matter hereof as of the Closing Date. The Loan provided herein, which was approved by the NMFA Board of Directors on October 31, 2024, and the terms hereof supersede all prior understandings and agreements between the parties in connection with the Loan, to the extent inconsistent herewith.

Section 11.4 Master Ordinance. It is the intent and understanding of the parties that this Loan Agreement shall be, and is, consistent with the substantive terms and parameters established

for the issuance of such obligations by the Master Ordinance. The Ordinance authorizing this Loan Agreement is adopted as an Ordinance of the Governmental Unit, and a Supplemental Ordinance under the Master Ordinance and amends the Master Ordinance to authorize the issuance of the obligation evidenced the Loan Agreement in the form provided for in this Loan Agreement.

Section 11.5 Amendments. This Loan Agreement may be amended only with the written consent of the NMFA and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement, unless such change results in a decrease in the payment amount of the loan component.

Section 11.6 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA, either directly or through the NMFA or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the NMFA is hereby expressly waived and released by the Governmental Unit and by the NMFA as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.7 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.8 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.9 Assignment by the NMFA. This Loan Agreement (except as to the Administrative Fee) may be assigned and transferred by the NMFA to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.10 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.11 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.12 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[*Signature pages follow*.]

[*Remainder of page intentionally left blank*.]

IN WITNESS WHEREOF, the NMFA, on behalf of itself has executed this Loan Agreement, which was approved by the NMFA's Board of Directors on October 31, 2024, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the Finance Authority:

VIRTUE & NAJJAR, PC
As Loan Counsel to the NMFA

By _____
Richard L.C. Virtue

Approved for Execution by Officers of the NMFA:

By _____
Susan G. Pittard, Associate Counsel

CITY OF SANTA FE, NEW MEXICO

By_____
Michael Garcia, Mayor

[SEAL]

ATTEST:

By_____
Geralyn Cardenas, City Clerk

APPROVED AS TO FORM:

_____
Marcos D. Martínez, Interim City Attorney

EXHIBIT "A"

TERM SHEET

LOAN NO. DW-6522
TO THE CITY OF SANTA FE, NEW MEXICO

Governmental Unit:	City of Santa Fe, New Mexico
Project Description:	Finance the cost of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Plant as a component of the System owned and operated by the Governmental Unit and shall include such other related work and revisions necessary to complete the Project.
Pledged Revenues:	Pledged Revenues as defined in the Master Ordinance.
Currently Outstanding Senior Obligations for Pledged Revenues:	Series 2016 Refunding Revenue Bonds, matures 2039.
Currently Outstanding Subordinate Parity Obligations for Pledged Revenues:	2008 NMFA DWRLF Loan DW-1475, matures 2029 and 2013 NMFA DWRLF Loan DW-2696, matures 2034
Currently Outstanding Super Subordinate Obligations:	None.
Authorizing Legislation:	Governmental Unit Ordinance No. 2025-___ adopted June 11, 2025.
Closing Date:	July 18, 2025
Interest Rate:	0.25% (which includes the Administrative Fee)
Total Funding (Maximum Principal Amount):	$17,000,000

Total Repayable (Maximum Repayable Principal Amount):		$8,500,000
Repayable Project Fund:	$8,500,000	
Total Forgiven (Maximum Forgiven Principal Amount):		$8,500,000
Project Subsidy Fund:	$8,500,000	
Total Funding (Maximum Principal Amount):	$17,000,000	
Forgiven Percent:	50%	
Disadvantaged Status:	Disadvantaged	
First Interest Payment Date:	**[May 1, 2025] CONFIRM WITH NMFA**	
First Principal and Interest Payment Date:	**[May 1, 2027] CONFIRM WITH NMFA**	
First Debt Service Interest Payment Date:	**[May 1, 2025] CONFIRM WITH NMFA**	
Final Payment Date:	**[May 1, 2046] CONFIRM WITH NMFA**	

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: $17,000,000 Loan Agreement by and between the NMFA and the City of Santa Fe (the "Loan Agreement")

TO: DW@nmfa.net
New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505
Attn: Drinking Water

LOAN NO. DW-6522 CLOSING DATE: July 18, 2025

You are hereby authorized to disburse to the City of Santa Fe or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		☐ Interim Request ☐ Final Request
AMOUNT OF PAYMENT:	$	

For Period (work encumbered) _____ to _____

PURPOSE OF PAYMENT: _____

_____

_____

_____

☐ This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

☐ This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

☐ Check here if bank account information is new or has changed.

☐ Check here if bank account information is still current.

Please indicate if this Business is considered a

☐ SBE (Small Business Entrepreneur)	☐ MBE (Minority Business Entrepreneur)	☐ WBE (Women owned business Entrepreneur)	☐ N/A

(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Santa Fe is not in breach of any of the covenants contained therein. If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Santa Fe understands its obligation to complete the acquisition of the Project and shall complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED:_____ By:_____
Authorized Officer

_____
(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: $17,000,000 Loan Agreement by and between the Finance Authority and the City of Santa Fe (the "Loan Agreement")

Loan No. DW-6522

Closing Date: July 18, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

City of Santa Fe, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan was $ _____.

4. The portion of the Maximum Principal Amount unexpended for the Project is $ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, NEW MEXICO

By: _____

Its: _____

FIR No. 10734

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): DW 6522 - DWSRLF Loan for Flocculation Sedimentation Upgrades at Canyon Road Water Treatment Plant

Sponsor(s): Councilor Amanda Chavez and Councilor Alma Castro

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Clinton Peterson, Engineer **Date:** 1/12/2026 **Phone:** (505) 955-4369

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Feb 16, 2026 13:33:38 MST) **Date:** 02/16/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 18, 2026 09:34:08 MST) **Date:** 02/18/2026

Summary:
The proposed bill would authorize the execution and delivery of a Drinking Water State Revolving Fund loan and subsidy agreement in the total amount of $17,000,000 between the New Mexico Finance Authority and the City of Santa Fe ("City"). The loan would be for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Plant. This bill specifies that the loan be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). With respect to the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City. The Loan shall be in the maximum principal amount of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not receive a loan of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
If this bill is adopted, the City would be able to better fund this critical infrastructure project. The principal loan forgiveness of fifty percent would save the City of Santa Fe Water Division up to $8,500,000. Additionally, the completion of the project would allow the City to be able to better provide potable drinking water to residents by replacing aging equipment and increasing the treatment plant efficiency.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of $17,000,000 for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Cayon Road Water Treatment Plant. This loan has a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000. The loan portion of this agreement is to be paid back within 30 years at an interest rate of 0.25%.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 14,166.6	$14,166.6	$ 14,166.6				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
There is a 0.25% administrative fee associated with the loan, which is reflected in the expenditure table above as capital outlay.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$2,833,333.33	$2,833,333.3 3	$2,833,333.33	NR	505
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
The principal forgiveness associated with the loan will be applied to Fifty percent (50%) of the loan spent for this project. The Public Utilities Department is estimating 17 million dollars spent throughout the lifespan of the project over a period of approximately 26 months, spanning three fiscal years. The revenue savings associated with the maximum principal forgiveness of $8,500,000 is thus estimated in the table above to be allocated for the next 3 fiscal years.

Signature:

Email: jdroach@santafenm.gov

Signature: Clinton Peterson
Clinton Peterson (Feb 18, 2026 10:39:48 MST)

Email: cdpeterson@santafenm.gov

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2026-4
DW 6522 - DWSRLF Loan for Flocculation Sedimentation Upgrades at CRWTP

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2026-4:

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE: AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND CITY OF SANTA FE, NEW MEXICO ("THE BORROWER"), IN THE TOTAL AMOUNT OF SEVENTEEN MILLION DOLLARS ($17,000,000), EVIDENCING AN OBLIGATION OF THE BORROWER TO UTILIZE THE LOAN AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING A NEW FLOCCULATION AND SEDIMENTATION PROCESS AND MAKING IMPROVEMENTS TO THE CANYON ROAD WATER TREATMENT PLANT AS A COMPONENT OF THE SYSTEM OWNED AND OPERATED BY THE BORROWER, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER; CERTIFYING THAT THE LOAN AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER, IS SUFFICIENT TO COMPLETE THE PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

I propose the following amendment(s) to

1. ***Replace*** Bill No. 2026-4 in its entirety with the attached Bill No. 2026-4.

This amendment does change the caption. _x__

This amendment does not change the caption. ___

Respectfully submitted,

Amanda Chavez

Amanda Chavez (Apr 20, 2026 16:40:36 MDT)

Councilor Amanda Chavez

10734.1(A)

APPROVED AS TO FORM:

Marcos D. Martinez

Marcos D. Martinez (Apr 20, 2026 09:09:31 MDT)

_____

MARCOS MARTÍNEZ, CITY ATTORNEY

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

10734.1(A)

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-04

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Alma Castro

underscored material = new [~~bracketed material~~] = delete

A BILL

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE "CITY") AND THE NEW MEXICO FINANCE AUTHORITY ("NMFA"), IN THE TOTAL AMOUNT OF SEVENTEEN MILLION DOLLARS ($17,000,000) ("LOAN") EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE CITY TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000), TOGETHER WITH INTEREST AND ADMINISTRATIVE FEES FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING A NEW FLOCCULATION AND SEDIMENTATION PROCESS AND MAKING IMPROVEMENTS TO THE CANYON ROAD WATER TREATMENT PLANT AS A COMPONENT OF THE SYSTEM OWNED AND OPERATED BY THE CITY (THE "PROJECT"), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN SOLELY FROM THE NET REVENUES OF THE SYSTEM OF THE CITY; AMENDING THE MASTER ORDINANCE (ORDINANCE 2016-19);

APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the NMFA is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, Sections 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the City of Santa Fe ("City"), to enter into agreements with the NMFA to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the federal Safe Drinking Water Act ("SDWA"); and

WHEREAS, the DWSRLF Act was adopted pursuant to the SDWA which authorizes the United States Environmental Protection Agency ("EPA") to set national standards for drinking water and was originally passed by Congress in 1974 and amended in 1986, 1996, 2018, and 2021 with the passage of the Infrastructure Investment and Jobs Act); and

WHEREAS, the Infrastructure Investment and Jobs Act was implemented with the purpose, among others, of expanding access to clean drinking water throughout the United States of America; and

WHEREAS, the **City** is a legally and regularly created, established, duly organized and existing incorporated charter municipality with home-rule powers under and pursuant to the laws of the Constitution and the State and more specifically, Article X, Section 6 of the New Mexico Constitution, and the Municipal Code, NMSA 1978, Chapter 3, and specifically §§ 3-31-1 through 3-31-12, NMFA 1978, as amended; and

WHEREAS, the City now owns, operates and maintains a water utility system as a joint utility designated as the "System" pursuant to Ordinance No. 2016-19, adopted May 11, 2016 (the "Master Ordinance"); and

WHEREAS, the following System Obligations are currently outstanding:

(a) Senior Obligations consisting of City of Santa Fe, New Mexico Water Utility System Refunding Revenue Bonds, Series 2016, issued in an original aggregate principal amount of $36,665,000 (the "Series 2016 Bonds");

(b) Subordinate Parity Obligations consisting of

(1) New Mexico Finance Authority Drinking Water State Revolving Loan Fund Loan Agreement dated May 16, 2008 in an original principal amount of $15,150,000 (the "2008 NMFA Loan");

(2) New Mexico Finance Authority Drinking Water State Revolving Loan Fund Loan and Subsidy Agreement dated May 3, 2013 in an original principal amount of $5,050,000, as amended by First Amendment dated June 10, 2016 (the "2013 NMFA Loan"); and

(c) Super Subordinate Obligations

(1) The New Mexico Finance Authority Water Project Fund Loan/Grant Agreement dated August 22, 2025, in the maximum principal amount of $5,500,000 (the "2025 NMFA Loan WPF-6316"); and

(2) The New Mexico Finance Authority Water Project Fund Loan/Grant Agreement dated October 3, 2025, in the maximum principal amount of $2,000,000 (the "2025 NMFA Loan WPF-6315").

WHEREAS, there presently are no outstanding Policy Costs or Reimbursement Obligations relating to any municipal bond insurance or debt service fund relating to any System

bonds, Credit Facility, Reimbursement Obligation, or Qualified Swap (all as such capitalized terms were defined in the Master Ordinance or a Supplemental Ordinance authorizing such System bonds) and no other outstanding obligations payable from and secured by an irrevocable pledge of the net revenues of the System which constitutes an irrevocable lien thereon; and

WHEREAS, the City's Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the Loan Agreement and that it is in the best interest of the City and the public it serves that the Loan Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, the NMFA will disburse the proceeds of the Loan for construction after determination by the NMFA, the New Mexico Environment Department (the "Department"), or other appropriate agency or entity on behalf of the NMFA (pursuant to an agreement between such agency or entity and the NMFA), the City's compliance with EPA's guidelines applicable to the Project and with the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems and upon written determination of compliance, the NMFA, the Department or other appropriate agency or entity will approve (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) plans and specifications pursuant to 42 U.S.C. Section 300j-12; and (4) bids for the conduction and completion of the Project; and

WHEREAS, the Governing Body has determined that it may lawfully pledge the Pledged Revenues for the payment of amounts due and enter into the Loan Agreement; and

WHEREAS, other than as described above in this Ordinance and on the Term Sheet, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, there have been presented to the Governing Body and there presently are on

file with the City Clerk, this Ordinance and the form of the Loan Agreement which is incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan Agreement is to be used for governmental purposes of the City; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the NMFA (or its assigns) for the payment of amounts due under the Loan Agreement, (ii) the use of the proceeds of the Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the Loan Agreement, which are required to have been obtained by the date of the Ordinance have been obtained or are reasonably expected to be obtained prior to the Closing Date.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. Capitalized terms defined in this Section 1, for all purposes, shall have the meaning herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined) and, any term not defined herein shall have the definition given it by the Loan Agreement:

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the NMFA as 0.25% of the Aggregate Repayable Disbursements then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of subsidy (the "Forgiven Percent" as set forth in the Term Sheet) provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to the Loan Agreement, together with supporting documentation submitted to and approved by the NMFA pursuant to Section 4.2 of the Loan Agreement.

"Authorized Officers" means, with respect to the City, the Mayor, City Manager, City Finance Director and City Clerk thereof; and with respect to the NMFA, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer, and any other officer or employee of the NMFA designated in writing by an Authorized Officer of the NMFA.

"Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the NMFA and related to the Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution, delivery and funding of the Loan Agreement authorized by this Ordinance.

"Debt Service Account" means the debt service account established in the name of the City and administered by the NMFA to pay the Loan Agreement Payments under the Loan Agreement as the same become due.

"Disbursement" means an amount caused to be paid by the NMFA for an Approved Requisition for costs of the Project.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, the home rule charter of the City under Article X Section 6 of the New Mexico Constitution and NMSA 1978, §§ 3-31-1 through 3-31-12, all as amended; and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance.

"Environmental Protection Agency" means the Environmental Protection Agency of the United States.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on the Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Final Requisition" means the final requisition of moneys to be submitted by the City, which shall be submitted by the City on or before the date provided for in Section 4.1(b) of the Loan Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the City as its fiscal year.

"Governing Body" means the duly organized City Council of the City, or any successor governing body of the City.

"City" means the City of Santa Fe, Santa Fe County, New Mexico.

"Gross Revenues" means all income and revenues directly or indirectly derived by the City from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the City, or any municipal corporation or agency succeeding to the rights of the City, from the System and from the sale and use of water or water facilities furnished to the inhabitants in the Service Area. Such term also includes:

(a) All income derived from the investment of any money in the Acquisition Fund, Income Fund, Debt Service Fund, Reserve Fund and Rate Stabilization Fund and from surplus Net Revenues;

(b) Money released from the Rebate Fund to the City;

(c) Money released from the Rate Stabilization Fund to the extent that the amount released is used to pay Operation and Maintenance Expenses or Debt Service

Requirements on System Bonds in the year released;

(d) Property insurance proceeds which are not necessary to restore or replace the property lost or damaged and the proceeds of the sale or other disposition of any part of the System; and

(e) Such other amounts that may be designated as Gross Revenues in a Supplemental Ordinance.

Gross Revenues do not include:

(a) any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) gross receipts taxes, other taxes and/or fees collected by the City and remitted to other governmental agencies; and

(c) condemnation proceeds or the proceeds of any insurance policy, except for (d) above and any insurance proceeds derived in respect of loss of use or business interruption.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Historic Test Period" means any period of 12 consecutive months out of the 18 calendar months next preceding the delivery of additional Parity Bonds pursuant to Section 24.02 of the Master Ordinance.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on the Loan Agreement, which includes the Administrative Fee, as shown on the Term Sheet.

"Loan" means the funds to be loaned to the City by the NMFA pursuant to the Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means the loan and subsidy agreement and any amendments or supplements thereto, including the exhibits attached to the loan and subsidy agreement.

"Loan Agreement Payment" means, collectively, the Maximum Repayable Principal Amount, the Interest Component, and the Administrative Fee Component to be paid by the City as payment on the Aggregate Repayable Disbursements under the Loan Agreement, as shown on Exhibit "B" thereto.

"Master Ordinance" means Ordinance No. 2016-19, amending and restating Ordinance No. 2006-47, and as amended or supplemented from time to time in accordance with its terms.

"Maximum Forgiven Principal Amount" means the maximum amount of loan subsidy available in the form of principal forgiveness to be applied proportionally at the time of each Disbursement to the City, up to fifty percent (50%) of the Maximum Principal Amount. The Maximum Forgiven Principal Amount is eight million five hundred thousand dollars ($8,500,000).

"Maximum Principal Amount" means seventeen million dollars ($17,000,000).

"Maximum Repayable Principal Amount" means the maximum amount of Aggregate Repayable Disbursements repayable by the City pursuant to the Loan Agreement. The Maximum Repayable Principal Amount is eight million five hundred thousand dollars ($8,500,000).

"Net Revenues" means the Gross Revenues of the System after deducting Operation and Maintenance Expenses.

"NMFA" means the New Mexico Finance Authority, created by the New Mexico Finance Authority Act, NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

"NMSA" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and

supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation

and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance No. 2026-_____ adopted by the Governing Body of the City on May 13, 2026, being a Supplemental Ordinance authorized by the Master Ordinance, approving the Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet , as supplemented from time to time in accordance with the provisions hereof.

"Pledged Revenues" means the Net Revenues of the System pledged to payment of the Loan Agreement Payments pursuant to this Ordinance and described on the Term Sheet.

"Project" means the project described in the Term Sheet.

"State" means the State of New Mexico.

"Senior Obligations" means any bonds or obligations of the City now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien thereon of this Ordinance and the Loan Agreement, including any such obligations shown on the Term Sheet.

"Series 2016 Bonds" has the meaning assigned to that term in subparagraph (a) of the fifth preamble of this Ordinance.

"Subordinate Parity Obligations" means any bonds or other obligations of the City now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues on parity with the lien thereon of the Loan Agreement, and subordinate to any outstanding Senior Obligations having a superior lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Super Subordinate Obligations" means any bonds or other obligations of the City now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Ordinance and the Loan Agreement and any other outstanding Senior Obligations or Subordinate Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"System" means the municipally owned public utility designated as the City's water utility system, operated pursuant to the City's Code of Ordinances, Chapter XXV, as amended from time to time, consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the City through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the City designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the City.

"Term Sheet" means Exhibit "A" to the Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the City submits the certificate of completion required pursuant to Section 6.3 of the Loan Agreement.

"2008 NMFA Loan" has the meaning assigned to that term in subparagraph (b)(1) of the sixth preamble of this Ordinance.

"2013 NMFA Loan" has the meaning assigned to that term in subparagraph (b)(2) of the sixth preamble of this Ordinance.

"2025 NMFA Loan WPF-6316" has the meaning assigned to assigned to that term in subparagraph (c)(1) of the sixth preamble of this Ordinance.

"2025 NMFA Loan WPF-6315" has the meaning assigned to assigned to that term in subparagraph (c)(2) of the sixth preamble of this Ordinance.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the City directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan Agreement, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the City and the public whom it serves.

Section 4. Findings. The City hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the City and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan Agreement are not sufficient to defray the cost of acquiring and constructing the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

D. It is economically feasible and prudent to defray, in whole or in part, the costs of the Project by the execution and delivery of the Loan Agreement.

E. The Project and the execution and delivery of the Loan Agreement in the Maximum Principal Amount pursuant to the DWSRLF Act to provide funds for the financing of the Project are necessary or advisable in the interest of the public health, safety, and welfare of the residents and the public served by the City.

F. The City will conduct and complete the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described above in this Ordinance and on the Term Sheet, the City does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the Loan Agreement.

H. The net effective interest rate on the Maximum Principal Amount does not exceed the current market rate, which is the maximum rate permitted by federal law.

Section 5. Loan Agreement - Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the public served by the City and acquiring and constructing the Project, it is hereby declared necessary that the City, pursuant to the DWSRLF Act, execute and deliver the Loan Agreement evidencing a special limited obligation of the City to pay a principal amount of eight million five hundred thousand dollars ($8,500,0000) and interest thereon, and to accept a loan subsidy in the amount of eight million five hundred thousand dollars ($8,500,000), and the execution and delivery of the Loan Agreement is hereby authorized. The City shall use the proceeds of the Loan Agreement (i) to finance the acquisition and completion of the Project and (ii) to pay the Administrative Fee of the Loan Agreement and the costs of issuance of the Bonds, if any. The Project will be owned by the City.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an amount not to exceed the Maximum Principal Amount of seventeen million dollars ($17,000,000). The Aggregate Repayable Disbursements shall be payable in installments of principal due on May 1 of the years designated in the Final Loan Agreement Payment Schedule and bear interest payable on May 1 and November 1 of each of the years designated in the Final Loan Agreement Payment Schedule, at the Interest Rate designated in the Loan Agreement, including Exhibit "A" thereto.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to affix the seal of the City on the Loan Agreement and attest the same. The execution of the Loan Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in this Ordinance and the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the City thereunder, shall be a special, limited obligation of the City, payable solely from the Pledged Revenues as provided in this Ordinance, and the Loan Agreement shall not constitute a general obligation of the City or the State, and the holders of the Loan Agreement may not look to any general or other fund of the City for payment of the obligations thereunder. Nothing contained in this Ordinance nor in the Loan Agreement, nor any other instruments, shall be construed as obligating the City (except with respect to the application of the Pledged Revenues) or as imposing a pecuniary liability or a charge upon the general credit of the City or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the Loan Agreement, or any other instrument impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the City within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing power. Nothing herein shall prevent the City from applying other funds of the City legally available therefor to payments required by the Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Acquisition and Completion of the Project.

A. Debt Service Account; Disbursements. The City hereby consents to creation of the Debt Service Account to be held and maintained by the NMFA as provided in the Loan Agreement. The proceeds derived from the execution and delivery of the Loan Agreement shall be disbursed promptly upon receipt of an Approved Requisition and compliance with the terms of the Loan Agreement as defined therein. Until the acquisition and completion of the Project or the date of the Final Requisition, the money disbursed pursuant to the Loan Agreement shall be used and paid out solely for the purpose of conducting and completing the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Prompt Completion of the Project. The City will complete the Project with all due diligence.

C. Certification of Completion of the Project. Upon the acquisition and completion of the Project, the City shall execute and send to the NMFA a certificate stating that the completion of and payment for the Project has been completed.

D. NMFA Not Responsible for Application of Loan Proceeds. The NMFA shall in no manner be responsible for the application or disposal by the City or by its officers of the funds derived from the Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. Pledged Revenues shall be paid directly by the City to the NMFA subordinate to the lien thereon of the outstanding Senior Obligations, on parity with the lien thereon of outstanding Subordinate Parity Obligations and superior to outstanding Super Subordinate Obligations in an amount sufficient to pay the Loan

Agreement Payments, and other amounts due under the Loan Agreement, as provided in Section 5.3 of the Loan Agreement.

B. Termination on Deposits to Maturity. No payment shall be made into the Debt Service Account if the amount in the Debt Service Account totals a sum at least equal to the total amount of Loan Agreement Payments to become due as to principal, interest on, Administrative Fees and any other amounts due under the Loan Agreement, in which case moneys in such account in an amount at least equal to such principal and interest requirements shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the City and used as provided in Section 9.C of this Ordinance.

C. Use of Surplus Revenues. After making all the payments required by the Loan Agreement, any moneys remaining in the Debt Service Account shall be transferred to the City on a timely basis and applied to any other lawful purpose, including, but not limited to, the payment of any Senior Obligations or bonds, Subordinate Parity Obligations or bonds and Super Subordinate Obligations, or purposes authorized by the City, the Constitution and laws of the State, as the City may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to this Ordinance and the Loan Agreement, the Pledged Revenues are hereby authorized to be pledged, and are hereby pledged, and the City grants a lien on the Pledged Revenues and security interest therein subordinate to the lien of Senior Obligations, on parity with the lien of Subordinate Parity Obligations and superior to the lien of Super Subordinate Obligations for the payment of the Maximum Repayable Principal Amount, interest in accordance with the Interest Rate, and any other amounts due under the Loan Agreement, subject to the uses thereof permitted by and the priorities set forth in this Ordinance. The Loan Agreement constitutes an irrevocable subordinate lien, but not necessarily an exclusive

subordinate lien, on the Pledged Revenues as set forth herein and therein, and the City shall not create a lien on the Pledged Revenues superior to that of the Loan Agreement without the prior written notification of the NMFA.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement.

Section 12. Supplemental Ordinance; Amendment of Master Ordinance. This Ordinance is a Supplemental Ordinance authorized by and issued pursuant to the Master Ordinance. The Master Ordinance is amended to authorize the Loan Agreement as a System Bond in the form of the Loan Agreement presented to the Governing Body at the meeting of the Governing Body at which this Ordinance was adopted and as otherwise provided in this Ordinance.

Section 13. Amendment of Ordinance. Prior to the Closing Date, the provisions of this Ordinance may be supplemented or amended by ordinance of the Governing Body with respect to any changes which are not inconsistent with the substantive provisions of this Ordinance. After the Closing Date, and only when such amendment does not affect the terms of payment of the loan component of the Loan Agreement, this Ordinance may be amended without receipt by the City of any additional consideration, but only with the prior written consent of the NMFA.

Section 14. Ordinance Irrepealable. After the Closing Date, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully

discharged, as herein provided.

Section 15. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 16. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 17. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the City kept for that purpose, authenticated by the signatures of the Mayor and the City Clerk, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 18 below) shall be published in a newspaper which is of general circulation in the City, and the Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 18. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published consistently with SFCC 1987, Section 2-2.4.

[*Form of Notice of Adoption of Ordinance for Publication*]

CITY OF SANTA FE, NEW MEXICO

NOTICE OF ADOPTION OF ORDINANCE

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 2026-_____, Council Bill 2026-04 duly adopted and approved by the City Council of City of Santa Fe on May 13, 2026. A complete copy of the

Ordinance is available for public inspection during normal and regular business hours in the office of the City Clerk, 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

The title of the Ordinance is:

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2026-_____, COUNCIL BILL 2026-04

A general summary of the subject matter of the Ordinance is contained in its title. This notice constitutes compliance with NMSA 1978, § 6-14-6, as amended.

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT ("LOAN AGREEMENT") BY AND BETWEEN THE CITY OF SANTA FE, NEW MEXICO (THE "CITY") AND THE NEW MEXICO FINANCE AUTHORITY ("NMFA"), IN THE TOTAL AMOUNT OF SEVENTEEN MILLION DOLLARS ($17,000,000) ("LOAN") EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE CITY TO PAY A MAXIMUM REPAYABLE PRINCIPAL AMOUNT OF EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000), TOGETHER WITH INTEREST AND ADMINISTRATIVE FEES FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING A NEW FLOCCULATION AND SEDIMENTATION PROCESS AND MAKING IMPROVEMENTS TO THE CANYON ROAD WATER TREATMENT PLANT AS A COMPONENT OF THE SYSTEM OWNED AND OPERATED BY THE CITY (THE "PROJECT"), AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT;

PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN SOLELY FROM THE NET REVENUES OF THE SYSTEM OF THE CITY; AMENDING THE MASTER ORDINANCE (ORDINANCE 2016-19); APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE TAKING OF OTHER ACTION IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT.

[*End of Form of Notice of Adoption for Publication*.]

PASSED, APPROVED, and ADOPTED this ____ day of ____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

_____

MARCOS MARTÍNEZ, CITY ATTORNEY

SANTA FE NEW MEXICAN

Founded 1849

CITY OF SANTA FE-MAIN
PO Box 909
Santa Fe, NM 87504-0909

ACCOUNT:	S2460
AD NUMBER:	115310
TAG LINE	LEGAL #95070
P.O.#:	CITY CLERK

1 TIME(S)	$162.52
AFFIDAVIT	10.00
TAX	14.13
TOTAL	186.65

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Sebastian Garcia, being first duly sworn declare and say that I am Legal Advertising Representative of THE SANTA FE NEW MEXICAN, a daily newspaper published in the English language, and having a general circulation in the Counties of Santa Fe, Rio Arriba, San Miguel, and Los Alamos, State of New Mexico and being a newspaper duly qualified to publish legal notices and advertisements under the provisions of Chapter 167 on Session Laws of 1937; that the Legal No 95070 a copy of which is hereto attached was published in said newspaper 1 day(s) between 03/24/2026 and 03/24/2026 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 24th day of March, 2026 and that the undersigned has personal knowledge of the matter and things set forth in this affidavit.

ISI _____
LEGAL ADVERTISEMENT RESPRESENTATIVE

Subscribed and sworn to before me on this 27th day of March, 2026

Notary _____

Commission Expires: 3/14/29

STATE OF NEW MEXICO
NOTARY PUBLIC
KAREN E ABEYTA
COMMISSION # 2005802
COMMISSION EXPIRES 03/19/2029

LEGAL #95070

CITY OF SANTA FE
NOTICE OF
PUBLIC HEARING

Notice is hereby given that the Governing Body of the City of Santa Fe will hold a public hearing at their regular Governing Body Meeting at 7:00 p.m. on Wednesday, April 7, 2026.

The purpose of the public hearing will be to consider the following:

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

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

BILL NO. 2026-07. A Bill Creating a New Section 2-2.10 of SFCC 1987 to Establish City Attorney and City Clerk Authority to Correct Scrivener's Errors.

PUB.: Mar. 24, 2026

ROBERT ALEXANDER GONZÁLEZ, Ph.D., AIA

[redacted]

PERSONAL DATA

1996 Registered Architect in the State of Texas, No. 15245

EDUCATION

2002 The University of California, Berkeley
Ph.D., with Minors in Cultural Geography and Ethnic Studies
Dissertation: "Constructing Hemisphericism: Pan-Americanism and its Built Environment"

1993 Massachusetts Institute of Technology, Cambridge, MA
Master of Science in Architectural Studies, concentration: History, Theory and Criticism
Thesis: "*Sunset* Magazine: In Search of a House for Western Living," Thesis Award

1992 Ecoles d'Art Americaines de Fontainbleau, Architectural Studies

1990 The University of Texas at Austin
Bachelor of Architecture

ADMINISTRATIVE APPOINTMENTS

2020 to present University of New Mexico, Albuquerque, NM
Dean, School of Architecture + Planning (450+ Students / 60+ Faculty / 12+ Direct Reports)
Faculty Affiliate: Latin American & Iberian Institute

Oversees Architecture, Community + Regional Planning, and Landscape Architecture Depts
Restructured Historic Preservation + Regionalism Program (expanded to MS. Arch)
Led the establishment of a new Climate Change + Built Environment MS. Arch degree
Leading the establishment of a new Bachelor of Landscape Architecture degree
Hired first two post-doctoral fellows in the School of Architecture + Planning
Hired 2 department chairs, oversaw 8 tenure-track faculty hires, hired 15 new staff members
Executed pay equity across all staff and faculty positions
Increased all salary ranges, starting salary offers, and doubled research start-up funds
Successfully oversaw 10 mid-review, tenure, and promotion cases
Tripled size of Dean's Circle memberships and expanded its regional reach
Introduced a new Associate Dean for Faculty Affairs position to oversee:
workload policies; faculty health, well-being, mentorship; merit system, faculty governance
Introduced a new Associate Dean for Academics and Curriculum position to oversee:
accreditation and assessments, cross-dept curricular exchanges, strategic plan alignment
Leading renovations and expansion of the Predock Center for Design + Research
Founded the On the Brinck Book + Lecture Awards, honoring John Brinckerhoff Jackson
Expanded Jeff Harnar Award for Contemporary Architecture in the Southwest to include:
built and unbuilt work in the Four Corner States; expanded network of schools
Established new Office of Careers and Internships and established Early Career Internships
Restructured Office of Advising and established new Office of Recruitment
Established new A+D Summer Academy in Albuquerque and Santa Fe, NM

2011-2020 Regional Site Director and Director of Architecture in El Paso, Texas Tech University, College of Architecture

Regional Site Director
Responsible for all staff hiring and annual evaluations (7 direct reports)
Responsible for projecting and managing site budget - increased budget three-fold (9 years)
Responsible for development of new degrees and certificates
Established new Certificate and MS Architecture in Historic Preservation
Created and developed FabLab, School Library, and Material Resource Library
Negotiated lease with City of El Paso ($1/yr for 75 years), leveraged $5.9 DOE million grant
Relocated the School to The Union Depot (Daniel Burnham, 1906)
Oversaw MOU relationships with City of El Paso, El Paso Museum of Art, and EPCC
Established transfer agreements with EPCC and DACC
Established community college/university mentorship program
Led all fundraising for the El Paso Architecture Program
Increased number of applications by 200%

Director of Architecture
Responsible for all faculty hiring and annual evaluations
Development of all course schedules and events (orientation, lecture series, graduation)
Established Summer Academy in Architecture (middle school and junior/senior high school)

2016-17 Department of Education, HSI STEM Grant, Principal Investigator, $5.9 million (Texas Tech University with El Paso Community College)

2011-15 Department of Education, HSI STEM Grant, Project Manager, $5.9 million (Texas Tech University with El Paso Community College)

2007-9 Director of Graduate Admissions & Advising, Tulane School of Architecture

1998-2000 Undergraduate Academic Advisor, University of California, Berkeley College of Environmental Design

TEACHING EXPERIENCE

2020- Full Professor in Architecture, University of New Mexico, School of Architecture + Planning

2016-2020 Full Professor, Texas Tech College of Architecture in El Paso

2011-2016 Associate Professor, Texas Tech College of Architecture in El Paso

2010-11 Visiting Professor and 2010-2011 Cejas Scholar, School of Architecture Florida International University (thesis research, advanced graduate design studio)

2002-2010 Assistant Professor, Tulane University (thesis, architecture history, design studio, and graduate-level courses cross-listed in Latin American Studies)

F 2000 Visiting Assistant Professor, Tulane University (preservation, architecture history)

S 2000 Senior Lecturer, California College of Arts and Crafts, San Francisco (design studio)

F 1998 Lecturer, The University of California, Berkeley (graduate history seminars)

S 1998 Adjunct Professor, Woodbury University (architecture history, theory and criticism seminars)

Sum 1997 Lecturer, The University of California, Berkeley (design studio, second year design coordinator, design studio)

S 1996	Adjunct Professor, Woodbury University (architecture history, theory and criticism seminars)
1995-96	Visiting Assistant Professor, Arizona State University (architecture design studio, history, theory and criticism seminars)
1994-95	Lecturer, The University of Texas, San Antonio (architecture design studio, structures)
1993	Ecoles d'Art Americaines de Fontainbleau, Instructor
1989	Summer Academy Coordinator, The University of Texas at Austin

COMMUNITY, PROFESSIONAL and BOARD SERVICE

2022-23	Past-President, Association of Collegiate Schools of Architecture (ACSA)
2021-present	*Places* Journal, Board Member
2021-present	Deans' Equity and Inclusion Initiative - founding dean with Iñaki Alday (Tulane U), Deborah Berke (Yale U), Sarah Whiting (Harvard University) and J. Meejin Yoon (Cornell U)
2021-22	President, Association of Collegiate Schools of Architecture (ACSA)
2020-21	President-Elect, Association of Collegiate Schools of Architecture (ACSA)
2020-22	The Architecture Lobby, Board of Directors Member
2020	TXA, Texas Society of Architects. Education Outreach Committee, Member
2020	Regional Housing Plan Committee, City of El Paso, Member
2019	NAAB Certification Task Force, Member
2019	ACSA Planning Committee, Member
2019	ACSA Executive Committee, Member
2019	ACSA Leadership Committee, Member
2019-20	Second VP, Association of Collegiate Schools of Architecture (ACSA) (nationally elected)
2016-present	Murchison Rogers Park, El Paso, Advisory Board
2016-2023	Santa Fe Pro Musica, Board of Trustees
2018-19	El Paso Museum of Art, Building Renovation Advisory Board
2018-19	Power of the Purse, Women's Fund, Event Chair
2014-17	Borderplex Alliance Member – El Paso, Juarez, Las Cruces
2016	YWCA Table Captain
2012-17	El Paso Opera, Board of Trustees, President
2013-16	Texas Society of Architects, Young Public Awareness Committee
2013-14	City of El Paso, Architectural Review Committee, Member
2012-14	City of El Paso, Downtown Revitalization Committee, Chair
2012-14	City of El Paso, City Development Dept., Business Advisory Council
2012-16	City of El Paso, Museum and Cultural Affairs Dept., Public Arts Committee
2012-13	City of El Paso, El Paso Museum of Art, Curatorial Advisory Board
2012-13	Eco El Paso, Board of Directors
2012-13	Paso Del Norte Group, Arts and Culture Committee
2007-9	Society of Architectural Historians, Board Member
2003-5	*Journal of Architectural Education*, Editorial Board Member

UNM SERVICE

2024-present	Campus Architectural Design Review, Co-Chair (with Shawna Wolfe, VP ISS)
2022-2024	Capital Projects Leadership Team, assigned by the University Provost
2021-2024	Asset Management Program Committee, assigned by the University Provost
2021-present	Lobo Energy, Incorporated, Board of Directors, assigned by the University Provost
2020-present	Budget Leadership Team, assigned by the University Provost

TTU SERVICE

2020	College of Architecture, Executive Council, Member
2019	Robert Perl, Post-Tenure Review, Committee Member
2019	Associate Dean of Research Faculty Search Committee, Chair
2019	Brian Zugay, Post-Tenure Review, Committee Member
2019	Saif Haq, Post-Tenure Review, Committee Member
2019	Urban Design Professor Faculty Search, Committee Member
2018	Historic Preservation Faculty Search Committee, Chair
2018	Robert Perl, Post-Tenure Review, Committee Member
2018	Bennett Nieman, Post-Tenure Review, Chair
2018	Rafael Beneytez-Duran, Third-Year Review, Chair
2017-19	Historic Preservation Faculty Search Committee, Chair
2017	Hendrika Beulinx, Post-Tenure Review, Committee Member
2016-17	Visiting Assistant Professor Faculty Search Committee, Chair
2015	Assistant Professor Search (Research Asst. Professor), Committee Chair
2015	Assistant Professor Search, Committee Chair
2015	Dean's Search, Committee Member
2014	Visiting Assistant Professor Faculty Search Committee, Chair

PUBLICATIONS and PRESENTATIONS

BOOKS

AULA: 20 Years of US-Mexico Border Discourse (University of Texas Press book proposal)

Edited volume with articles by: Diana Agrest, Sunil Bald, Alfredo Brillembourg, Sandra Cisneros, Angela Davis, Winona La Duke, Liane Lefevre, Carlos Monsivais, Fernando Perez-Oyarzun, Monica Ponce de Leon, Joel Sanders, and Mabel O. Wilson

2011 *Designing Pan-America: U.S. Architectural Visions for the Western Hemisphere* (University of Texas Press, Roger Fullington Series in Architecture)

2004 *Archipelagos: Outposts of the Americas*. Robert Alexander González and Marilys Nepomechie, eds. (ACSA National Meeting Proceedings, Miami, Florida)

PEER REVIEWED BOOK CHAPTERS

2010 "Beyond the Midway: Pan-American Modernity in the 1930s," in *Designing Tomorrow: America's World's Fairs of the 1930s*, Robert W. Rydell and Laura Burd Schiavo, eds. (Yale University Press and the National Building Museum, September 2010): 57-75

2009 "Miami's Interama: Visions for an Experimental Pan-American City," in *Miami Modern Metropolis: Mid-Century Architecture & Urbanism in the Tropics*, Allan Shulman, ed. (Balcony Press, 2009): 147-151

2008 "Unresolved Expressions of Anti-Trujilloism in Santo Domingo," in *Ordinary Places/ Extraordinary Events: Citizenship, Democracy, and Urban Space in Latin America*, Clara Irazabal, ed. (Routledge, 2008, 2015): 221-247 [1 citation noted below]

2005 "Ensalada Tijuana?" Welcome to Globalization's Gritty Landscape," in *Cruelty and Utopia: Cities and Landscapes of Latin America*, Jean-Francois Lejeune, ed. (New York: Stout Architectural Books, 2005): 255-260. (English translation of previous publication) Winner of the Julius Posener CICA Exhibition Catalogue Award 2005 presented at the World Congress of Architecture, Istanbul, Turkey, July 2005 [3 citations noted below]

2003. "*Ensalada Tijuana?*" Welcome to Globalization's Gritty Landscape," in *Les Amériques, Ville et Paysage: Utopie, Modernite, Beaute, Cruate*, Jean-Francois LeJeune, ed. (Brussels, Belgium: CIVA, 2003): 255-260

1999 “Learning from East LA,” in *Urban Latino Cultures: La Vida Latina en L.A.*, Michael Dear, Gustavo Leclerc and Raul Villa, eds., (Sage Publications, 1999): 185-198 [15 citations note below]

PEER REVIEWED JOURNAL ARTICLES

2014 Valerie, Paton, David Vernooy, Robert González, Morris Brown, “Expanding Access to the Profession of Architecture on the U.S.-Mexico Border," Engagement Scholarship Consortium, 2014

2008 “The Fair City of Interama: Flash in the Pan or Unbuilt Utopia?” *Journal of Architectural Education*, 62:1, (September 2008): 27-40 [3 citations noted below]

2007 “*El Faro de Colón: América Latina y el concurso internacional*” *Revista ARQ*, Santiago, Chile (December 2007): 80-87

OTHER ARTICLES

2019 “Bullets Over the Borderlands. Where Do We Memorialize the Dead?” Part II, *PLATFORM*, November 11, 2019

2019 “Bullets Over the Borderlands. Where Do We Memorialize the Dead?” Part I, *PLATFORM*, November 4, 2019

2015 “Architecture Students Dream a New Vision for El Paso,” *El Paso Times*, May 17, 2015

2006 “Installations by Architects: Ephemeral Environments, Lasting Contributions,” (co-authored with co-guest editors Sarah Bonnemaison and Ronit Eisenbach) *Journal of Architectural Education*, Theme Issue (2006): 3-11

2001 Book Review: “Latin American Architecture: Six Voices,” book review, Malcolm Quantrill, ed., *Latin American Architecture, Six Voices*. (College Station: Texas A&M Press, 2000), published in *Architecture Magazine*, March 2001: 71

2000 Entries for: Thom Mayne, Eric Owen Moss, Michael Rotondi, Adele Santos and Marc Treib, in *Dizionario dell'architettura del XX secolo*. Carlo Maria Olmo, ed. (Torino: U. Allemandi, 2000)

2000 “For Sale: Urban Aquarium in Santiago de Chile,” *Architecture Magazine*, May 2000: 99

1998 “Connective Tissue,” (co-authored w/ Samina Quraeshi), *Places*, Vol. 12, No. 1, 1998: 4-6

1998 “Alzheimer's Special Care Units,” (co-authored with Todd Bressi), *Places*, Vol. 12, No. 1, 1998: 38-41

1998 “Waterworks Garden,” *Places*, Vol. 12, No. 1, 1998: 16-18

1998 “Blueprints for a Sustainable Bay Area,” *Places*, Vol. 12, No. 1, 1998: 32-35

1998 “*Sunset* Magazine: Setting Standards in the West,” *Architecture California*, Vol. 18, No. 3, 98: 52-59

1995 *The Work of Calvin C. Straub, Case Study Architect*, Tempe, AZ, catalogue design and text, Arizona State University Exhibition, 1995: 1-6

EXHIBITIONS

2011 “Designing Pan-America,” Art Deco Welcome Center, Miami Beach, Florida, March 14 – April 7, 2011, sponsored by the Miami Design Preservation League

PEER REVIEWED CONFERENCE PRESENTATIONS

2009 "Americanizing the Americas," American Studies Association National Conference, "Practices of Citizenship, Sustainability and Belonging," Wash., D.C., November 5-8, 2009

2005 "Two Monuments to the Nation-Continent of America," SE Regional ACSA Conference, Clemson, South Carolina, Fall 2005

2005 "Pan-Americanism as a Model for Americanizing the Built Environment," Americanization of Post-War Architecture Symposium, University of Toronto, Canada, December, 2005

1998 "The George Washington Parade in Laredo, TX: Colonial Trappings and Ethnic Identity," Bastards of Imperialism Conference, Stanford University, CA, April 1998

1997 "The George Washington Parade in Laredo, TX: Colonial Trappings and Ethnic Identity," Borderlands Landscapes: U.S.-Mexico Border Conference on Urban Settlement Patterns and The Human Dimension, Texas A&M International University, Laredo, TX, Sept. 1997

1997 "From *La Telaraña* to Downtown: Colonial Trappings and Public Rituals," ACSA National Conference, Dallas, TX, March 1997

1996 "Absence and Presence of the Body: Commemorating the Dead," ACSA Northeast Regional Meeting, Buffalo, NY, October 1996

1996 "Latin American Issues in Architecture: The Making of a Discourse," ACSA National Conference, Boston, MA, March 1996

1996 "Latin American Issues in Architecture: The Making of a Discourse," ACSA Western Regional Conference, Honolulu, HI, February 1996

1995 "Historiography and the Internet: In Search of a Latin American Discourse" (with graduate students: Luis Huertas and Richard Cuebas), XII Encuentro Latino Americano de Arquitectura, Lima, Peru, Fall, 1995

INVITED LECTURES

2021 "How's Your Regionalism Going?" Opening Keynote, NM American Society of Landscape Architects Design Gala, Albuquerque, New Mexico, November 12, 2021

2021 "Constructing Regional Identities for Place-Making," Welcome Speaker at the 2021 Western Mountain Region Summit, Albuquerque, New Mexico, September 29, 2021

2020 "AULA: 20 Years of Border Discourse," key presenter at the "Publishing Architecture Colloquium: *AULA*, *Places*, *Praxis*, and *99% Invisible*," University of California Berkeley, CED, April 1, 2020

2020 "Bullets Over the Borderlands," presentation at Dumbarton Oaks, Mellon Initiative in Urban Landscape Studies, Washington, DC., January 16, 2020

2019 "Accessing the Discipline" Grand Challenges Session, ACSA Administrator's Conference, New Orleans, Louisiana, November 9, 2019

2019 "Access to Architectural Education: Community Colleges and Four-Year Programs," Panelist, ACSA Administrators Conference, New Orleans, Louisiana, November 7, 2019

2017 "An Architecture School on the U.S.-Mexico Border," Collaborative Futures Session, Crossing Boundaries ACSA Administrators Conference, Albuquerque, New Mexico, November 3, 2017

2011 "Designing Pan-America," Florida Atlantic University, School of Architecture, Fort Lauderdale, Florida, April 7, 2011

2011 “Designing Pan-America,” Florida International University, School of Architecture, Miami, Florida, March 24, 2011

2011 “Designing Pan-America,” Art Deco Center, Miami Design Preservation League, Miami Beach, Florida, March 22, 2011

2011 “Framing the Verdant Latin: Rethinking South America’s Green Architecture,” htc. Workshop, The Wolfsonian-FIU, Miami Beach, Florida, February 24-25, 2011

2005 “Two Monuments to the Nation-Continent of America,” Ford Foundation Conference, Washington, D.C., September 2005

2005 “Latino and Latin American Representations in the Built Environment,” Graduate Seminar, University of Cincinnati, May 2005

2003 LAGOS Symposium**,** “AIDS and the Public Sphere,” Invited to participate in an interdisciplinary colloquium directed by the Latin Americanist Graduate Organization, Tulane University, February 2003

1999 “*Aula*: Architecture & Urbanism in Las Américas,” Association of Collegiate Schools of Architecture (ACSA) Regional Conference, San Juan, Puerto Rico, Fall 1999

1998 “Back Issues: Journalism, Architecture and Ethnicity,” Society of Architectural Historians National Conference, Los Angeles, CA, April 1998

1997 “Colonial Trappings: The George Washington Birthday Celebration,” The Berkeley Diaspora Studies Colloquium, Berkeley, CA, November 1997

1997 “Back Issues: Journalism, Architecture and Ethnicity,” “*Tertulia*,” The Headland Center for the Arts, Marin, CA, November 1997

1995 “Introducing Non-Traditional Issues into the Architectural Curriculum,” AIA Diversity Conference, San Francisco, CA, Multiculturalism Workshop Panelist, July 1995

CONFERENCE ORGANIZATION and PARTICIPATION

2024 Local Chair: Society of Architectural Historians, Annual International Conference, Albuquerque, NM, April 17-21, 2024 (with Francisco Uviña-Contreras)

2022 Panelist: “Building the Faculty our Discipline Deserves,” 2022 ACSA Administrators Conference, November 3-5, 2022, Boston, MA

2022 Panelist: “Shaping the Minds of Future Generations,” Arquitectos Colectivos Symposium, Chicago, August 18, 2022

2022 Panelist: “2022 AIA International Presidents’ Forum,” AIA Conference on Architecture, Chicago, June 24, 2022

2021 Panelist: “Teaching and an Academic Career,” Dean’s Equity and Inclusion Initiative: Building Diversity in the Academic Pipeline Summer Fellows Program, July 29, 2021

2021 Moderator/Panelist: “Student Advocacy: A Panel Discussion with ACSA Faculty and Administrators,” AIAS Grassroots Conference, July 24, 2021

2021 Panelist: “Community College and University Agreements,” NAAB Certification Task Force, June 16, 2021

2021 Panelist: “Publishing in Architectural History: Your Present and Your Future,” SAH Minority Scholars’ Workshop Publication 2.0, May 27, 2021

2021 Panelist: “Pedagogy in a Post-Pandemic World,” School of Architecture and Planning, The Catholic University of America, April 12, 2021

2020 Moderator: ACSA Administrators Conference, “Becoming an Administrator,” November 5, 2020

2020 Moderator: Boston Society of Architects, “Race & Architecture, Design Education: Pipelines, Pathways, Pedagogies, Profession,” October 27, 2020

2018 International Conference Co-Chair, “Porous Borders,” AULA 4TH Symposium, Texas Tech University, El Paso, March 29-April 1, 2018 (with Rafael Longoria, University of Houston, and Kristine Stiphany, Texas Tech University)

2017 Moderator: ACSA Fall Conference “Crossings Between the Proximate and the Remote,” Marfa, TX, Session: “Up Against the Wall: Borders, Walls, Territories,” October 13, 2017

2012 International Conference Co-Chair: “The NEW Mexico” University of New Mexico, Sept. 13-15, 2012 (with Geraldine Forbes, University of New Mexico, and Rafael Longoria, University of New Mexico)

2011 Local Chair: Society of Architectural Historians National Conf., New Orleans, April 2011

2010 International Conference Chair: “En el Aula” International Conference, Tulane University School of Architecture, April 9-11, 2010

2008 Moderator: ACSA National Conference, Houston, Texas, Session: “Magical Urbanism,” March 2008

2005 Moderator: ACSA International Conference, Mexico City, Mexico, Session: “Beyond the Border,” June 2005

2004 National Conference Co-Chair: Association of Collegiate Schools of Architecture (ACSA) National Conference, “Archipelagos: Outposts of the Americas,” Miami, Fl, March 2004 (with Marilys Nepomechie, Florida International University)

2003 International Conference Co-Chair: “Import-Export: Latin American Urbanities,” Harvard University Graduate School of Design, Cambridge, Mass., March 2003 (with Monica Ponce de Leon, Graduate School of Design, Harvard University)

2002 History Session Co-Chair: ACSA International Conference, Havana, Cuba, June 2002 (with Eduardo L. Rodriguez, ed. *Revista Arquitectura*)

2000 History Session Co-Chair: ACSA National Conference, Los Angeles, CA, March 2000 (with Christopher Yip, California Polytechnic San Luis Obispo)

1999 Moderator: ACSA Regional Conference, San Juan, Puerto Rico, Session: “Re-addressing Technology and Craft,” October 1999

1998 Moderator: ACSA International Conference, Rio de Janeiro, Brazil, Session: “Architectural Journalism: A Pan-American Perspective,” May 1998

1998 Moderator: ACSA National Conference, Cleveland, OH, Session: “The Politics of Museums,” March 1998

AWARDS, HONORS and RECOGNITION

AWARDS

2023 AIA Albuquerque Outstanding Leadership Award

2020 Inspiring Programs inSTEM Award, *Insight Into Diversity*, presented to the Texas Tech El Paso Program, El Paso, TX

2019 Texas Tech University, Presidential Academic Achievement Award Nominee, 2019

2018 Texas Tech University, Presidential Academic Achievement Award Nominee, 2018

2014 Texas Tech University, Hemphill Wells New Professor Excellence in Teaching Award, 2014

2013 Texas Tech University, Alumni Association New Faculty Award, 2013

2007 ACSA Creative Achievement Award, 2007, for the journal *Aula: Architecture & Urbanism in Las Américas*, (with Rafael Longoria)

1998 ACSA Faculty Design Award, "An AIDS Memorial" (with Paul Kariouk), Head Juror: Michael Rotondi, National Conference, Dallas, TX, 1998

1996 "Unbuilt Architecture" National Award Winner, competition sponsored by the Boston Society of Architects, 1996

1996 The Herberger Center for Design Excellence Award, Arizona State University, for research, the Key West AIDS Memorial, 1996

1993 Outstanding Graduate Thesis Award, *Sunset Magazine: Western Living and the Ranch Style House*, Massachusetts Institute of Technology, S.M.Arch.S., 1993

1990 The Robert Leon White Memorial Fund Award, The University of Texas at Austin, 1990

FELLOWSHIPS

2007 Canadian Centre for Architecture Library and Collection Fellowship, Montreal, CA, 2007

2005-6 Post-Doctoral Fellowship: Ford Foundation Post-Doctoral Diversity Fellowship, 2005-6, Latin American Studies Program, Visiting Scholar, University of Texas at Austin

2003-4 Post-Doctoral Fellowship/Alternate: Ford Foundation Post-Doctoral Fellowship, 2003-4

2002-3 J. Herndon and Dorothy Thomson Fellowship for Faculty Travel, (selected by the Tulane University School of Architecture Faculty), 2002-3

1999 Humanities Research Travel Fellowship, University of California, Berkeley, 1999

1999 Mentored Pre-Dissertation Fellowship, University of California, Berkeley, 1999

1998 Humanities Research Travel Fellowship, University of California, Berkeley, 1998

1992 Summer Fellowship Award, Ecole d'Art Americaine, Fontainebleau, France, 1992

GRANTS

2022 "Bandelier National Monument Administrative History," National Park Service Grant, 2022, $150,000

2019 Graham Foundation for Advanced Studies in the Fine Arts Grant, 2019, with Kristine Stiphany $30,000 (not funded)

2012 NCARB Grant, "The Building Mentor Lab & Website" (not funded), 2012

2011 Texas Tech University, College Diversity Development Grant, 2011, $5,000, NCARB Grant, "The Building Mentor Lab & Website" (not funded), 2011

2011 Department of Education, HSI STEM Grant, 2011, TTU Project Manager, $5.9 million (Co-PI's: Steven Smith, El Paso Community College, Dr. Valerie Paton, and Dean Andrew Vernooy, Texas Tech University)

2010 Graham Foundation for Advanced Studies in the Fine Arts Grant, 2010, $5,000, Research Enhancement Fund, Tulane University 2006-7, $40,000

2003 Committee on Research (COR), Tulane University, 2003, $5,000

1992 The Aga Khan Research and Travel Grant, Harvard University and M.I.T., "Traces of the Almohad Dwelling and Contemporary Reconstructions, Mertola, Portugal," 1992, $4,000

RECOGNITION

2020 American Institute of Architects New Mexico "Q&A with SA+P Dean González," Nov 12, 2020

2020 American Institute of Architects New Mexico "Welcome SA+P Dean González," July 23, 2020

2019 State of the Art Radio Interview with Marina Monsisvais, KTEP, "TTU Offers a New Historic Preservation Graduate Degree," May 2019

2018 State of the Art Radio Interview with Marina Monsisvais, KTEP, "Porous Borders Conference," May 2018

2015 Feature: "Teens Redesign Downtown El Paso at Summer Camp", *Architectural Record*, July, 26, 2015

2015 Feature: "Texas Tech Architecture Students Design El Paso Eco-Tourism Concepts," *El Paso Times*, May 15, 2015

2015 Feature: "Convenio entre Borderplex Alliance y Escuela de Arquitectura," *Entravision*, May 13, 2015

2015 Feature: "New Partnership Aims to Promote Borderland Tourism," KVIA, May 12, 2015

2014 Feature: "TTU College of Architecture Fosters Design Excellence from its Historic Union Depot in Downtown El Paso," *Construction Reporter News*, August 5, 2014

2014 Feature: TTU College of Architecture Builds," *The Art Avenue Magazine*, Issue 9, July/August 2014

2014 Feature: "Texas Tech College of Architecture Educates on Preservation and Pushes for 21st Century Architecture," by Julia Zamponi, *The Art Avenue Magazine*, July 15, 2014

2013 Feature: "City of Choice 2013-2014 Lecture Series," *NewsPaper Tree*, November 11, 2013

2013 Feature: "Texas Tech College of Architecture at El Paso and the El Paso Museum of Art Launch 3rd Annual Lecture Series," by Lucia Quiñonez, *NewsPaper Tree*, October 4, 2013

2013 Feature: "The Annual Beaux Arts Ball," by Adair Margo, appeared in *Great ARTspectations Blog* and *The City Magazine*, August 12, 2013

2013 Feature: “What Role Does Holographic Technology Play in Architecture’s Future?” by Jennifer Stowe, *Zebra Imaging*, June 12, 2013

2013 Feature: “Cities and World Heritage Sites to be Captured With 3D Scanning,” by Rose Brooke, *TCT Magazine*, May 14, 2013

2013 Feature: “Laser Scanner to Capture El Paso in 3D,” by Robby Gray, *El Paso Inc*., May 13, 2013

2013 Feature: “Texas Tech College of Architecture Gets Space at Union Depot,” *El Paso Times*, May 8, 2013

2013 Feature: “Downtown: College Brings 500 People,” *El Paso Times*, May 9, 2013

2012 Feature: El Paso History Show Radio Program, “Revitalizing Downtown Buildings” with City Representative Steve Ortega, March 31, 2012

2011 Feature: “$5.9M for Texas Tech-EPCC Architecture Program,” by Robby Gray, *El Paso Inc*., October 3, 2011

2011 Feature: “Texas Tech University College of Architecture Introduces New Program Director,” by Paula Monarez Diaz, *El Paso Times*, August 20, 2011

2011 Feature: “Can Architecture School Transform Downtown?” by Robby Gray, *El Paso Inc.,* August 12, 2011

2011 Feature: “Texas Tech Architecture School Names Director,” by Paula Monarez, *El Paso Times*, July 15, 2011

2003 Feature: Selected for “People to Watch,” *New Orleans Magazine*, June 2003

2003 Feature: “A Plan to Make Latin Culture Visible in the Heart of N.O.,” *La Prensa*, New Orleans, June 2003

2003 Feature: “Exploring Latin Influences” *La Prensa*, New Orleans, (cover story, featuring the “Museum of the Bananas” and Tulane University student work), April 2003

CONSULTING / JURIES

2024 Parade of Homes, Santa Fe, Juror, Home Builders Association
2022 Distinguished Professor Award Jury, ACSA
2022 Parade of Homes, Santa Fe, Juror, Home Builders Association
2021 Parade of Homes, Santa Fe, Juror, Home Builders Association
2020 Creative Achievement Jury, ACSA
2019 Diversity Award Jury, ACSA
2019 The 2020 Edilia François-Auguste de Montêquin Fellowship, Society of Architectural Historians, Juror
2018 The Humanitarian Respite Center: Restoring Human Dignity Design Competition, McAllen, Texas, Competition Juror
2018 Las Cruces, New Mexico Public Arts Master Plan, Team Member Design/Architect Consultant, with VIA Partnership
2013 The 2020 Edilia François-Auguste de Montêquin Fellowship, Society of Architectural Historians, Juror

EDITORIAL WORK and TRANSLATIONS

2017 *AULA 7: Concrete Architecture in Latin America*

2012 *AULA 6: The NEW Mexico* (co-edited with Rafael Longoria and guest editor Geraldine Forbes)

2010 *AULA 5: Mexico City Dialogues* (co-edited with Rafael Longoria)

2004-5 *Journal of Architectural Education*, Theme Issue, Guest Editor, "Installations by Architects: Ephemeral Environments, Lasting Contributions," (co-authored with co-guest editors Sarah Bonnemaison and Ronit Eisenbach), 2005

2004 *AULA 4: Import/Export* (with guest editor Monica Ponce de Leon)

2003 *AULA 3: Miami Tropical* (with guest editor Gregory Castillo)

2003-6 Editorial Board Member, *Journal of Architectural Education* (invited for a three year term, 2003-2005)

2001 *AULA 2: Culture and Infrastructure* (co-edited with Rafael Longoria)

1999 *AULA 1: Culture and Public Space* (co-edited with Rafael Longoria)

1999 "Unforgettable Kitsch: The Imagery of Eva Perón" by Anahi Ballent (translation from Spanish to English, with Luz Mena), *AULA* 1, 1999

1999 "INSITE: Art at the U.S.-Mexico Border" by Néstor García Canclini (translation from Spanish to English), *AULA* 1, 1999

Fall 1998 *Places: A Forum of Environmental Design*, Volume 12, No. 1, Theme: "Awards for Place Design and Place Research," Guest Editor with Samina Quraeshi

1997-9 *Places: A Forum of Environmental Design*, Author Liaison, Assistant to the Editor (Donlyn Lyndon)

1996- *Aula: Architecture & Urbanism in Las Américas*, Founding Editor

GENERAL CITATIONS

2022 Kulstad, Pauline, "Arqueología, *Dominicanidad* y la *Guía emocional de la ciudad romántica* de Joaquín Balaguer," *Estudios Sociales* Añ0 54, Vol. XLIV-Número 165, Enero-junio 2022

2022 DISSERTATION: Núñez Collado, José Rafael, "(Re)constructing (In)formality: The Politics of History, Urbanism, and Resettlement in Santo Domingo's Barrios" Victoria University of Wellington, 2022

2022 Vallerand, Olivier, *Unplanned Visitors: Queering the Ethics and Aesthetics of Domestic Space* (McGill-Queen's University Press, 2021)

2021 Oesterreich, Miriam, "Displaying the "Mexican": National Identity and Transnational Entanglements at the New York World's Fair, 1939-40," in *World Fairs and the Global Moulding of National Identities: International Exhibitions as Cultural Platforms, 1851-1958*, eds Joep Leerssen and Eric Storm (Brill, 2021)

2020 Burian, Edward R. Reviewed work: *Eugenics in the Garden: Transatlantic Architecture and the Crafting of Modernity* by Fabiola López-Duran, *European Review of Latin American and Caribbean Studies*, No. 109 (January-June 2020)

2019 DISSERTATION: La Barte, Elisse Colleen, “Music of American World’s Fairs: Music, Protest, and Politics at the 1939 and 1940 Golden Gate International Exposition,” University of California, Santa Cruz, 2019

2019 THESIS: Pagano, Jennifer Hoolhorst, “The Evolution of Sunset Magazine’s Cooking Department: The Accommodation of Men’s and Women’s Cooking in the 1930s,” University of the Pacific, Stockton, CA, 2019

2017 THESIS: Belcher, Breaden James, “The American Revolution Bicentennial in Florida State Authority, Grassroots Organizing, and the Creation of Memory and Patriotic Imagination,” Florida State University, 2017 (Fair City of Interama)

2017 Cordova, Cary, *The Heart of the Mission: Latino Art and Politics in San Francisco* (University of Pennsylvania Press, 2017)

2016 Karim, Farhan, “Sculpted Landscape: The Unbuilt Public Square of Islamabad,” (Chapter 5) in *Contemporary Urban Landscapes of the Middle East*, Mohammad Gharipour, ed. (Taylor & Francis, 2016) (Fair City of Interama)

2014 Rifkind, David, “Reviewing Modernism Through the Lens of Sustainability, in *Lessons from Modernism: Environmental Design Strategies in Architecture, 1925-1970*, Steven Hillyer, et al, eds. 2014 (Fair City of Interama)

2014 Temkin, Susanna, “Cuban Art and Culture in and Around the 1939 New York World’s Fair,” in *Journal of Curatorial Studies*, Volume 3, Issue 2-3, June 2014: 238-263

2014 DISSERTATION: Vallerand, Oliver, “Making Homes, Building (Self-)Identities: Queer Subversions of Domestic Space, 1994-2014,“ McGill University, Montreal, 2014

2008 Sánchez-del-Valle, Carmina, “The Urban Spaces Between: Finding Puerto Rico in 20th Century Manhattan,” ACSA Annual Meeting Proceedings, 2008

2006 Vivanco, Sandra, “Cruelty and Utopia: Cities and Landscapes of Latin America,” *Journal of Architectural Education*, Vol 59, Issue 4: 81-82

SELECT ARTICLE CITATIONS

“Learning from East LA”

2017 Priewe, Marc, “Sandra Cisneros, The House on Mango Street (1984),” in Handbook of the American Novell of the Twentieth and Twenty-First Centuries,” ed. Timo Müller, 2017

2017 DISSERTATION: Leclerc, Gustavo, “The Production of Architectural Hybridities in Los Angeles,” The University of California Los Angeles, 2017

2015 Irazábal, Clara and Ramzi Farhat, “Historical Overview of Latinos and Planning in the Southwest, 1900 to Present,” in *Diálogos: Placemaking in Latino Communities* (Routledge, 2015)

2013 SYLLABUS: Shishir Mathur, Instructor, “URBP 233 Social Issues in Planning,” San Jose State University, Spring 2013

2009 SYLLABUS: Alyson Buckman, Instructor, “American Space and Identity,” California State University, Sacramento, Spring 2009

2008 DISSERTATION: Hilda Mercedes Romero, “Wonder’s Collapse: Formations of Trans-American Sexualities,” Doctor of Philosophy in Ethnic Studies, University of California, Berkeley, 2008

2008 Irazábal, Clara, “Latino Communities in the United States: Place-Making in the Pre-World Ward II, Post-World War, and Contemporary City,” in *Journal of Planning Literature*, 2008

2006 THESIS: Murillo, Brittanya Alicia, “La Casita Housing Designed for Latinos: Two Cases from Southern California, Master’s in City Planning, Massachusetts Institute of Technology, 2006

2005 SYLLABUS: Rob Eastwood and Tom Simonson, Instructors, “URBP 233 – Social Planning,” San Jose State University, 2005

2004 Candelaria, Cordelia, et al., “Architecture and Urbanism,” in *Encyclopedia of Latino Popular Culture*, Volume 1, (Greenwood Press, 2004).

2003 SYLLABUS: Kristin Koptiuch, Instructor, “Learning from South Phoenix,” Arizona State University, 2003

2003 Robbins, Edward, “The Multiplicity of Latin American and Latino Urban Worlds, What City, Whose City?” in *Cityscapes: Latin America and Beyond* (Winter 2003)

2001 Monnet, Jérôme, “Espaces et cultures à Los Angeles. A propos de quatre ouvrages récents concernant les “Latinos,” *Cybergeo: European Journal of Geography*, Revue de livres, mis en ligne le 05 avril 2001

2000 Aguilar, Jill A., “Chicano Street Signs: Graffitti as Public Literacy Practice,” presented at the American Education Research Association Conference, New Orleans, LA, April 2000

1999 Sullivan, Meg, “Celebrating Latino Culture in L.A.,” *USC News*, April 26, 1999.

“Unresolved Public Expressions of Anti-Trujilloism”

2020 De Vargas Pérez, Laura Virginia, “Public Space in the Global South: A Tale of Two Former Colonies,” Treball Final de Grau en Arquitectura, Universitat Politècnica de Catalunya, Barcelona Tech (2020)

2020 Valdez, Elena, *Las ciudades del deseo: Las politicas de género, sexualidad y espacio urbano en el Caribe hispano* (Purdue University, 2020)

2015 Bromberg, Shelly Jarrett, “Off the Map: Memorializing Trauma in 21st Century Dominican Identity,” in *Alter/Nativas: Latin American Cultural Studies Journal* / Otoño 2015

2013 THESIS: Nadal, Moira Bracken, “Interpreting the Unresolved Legacy of Trujillo at the 1955 Dominican World’s Fair Site,” University of Pennsylvania, 2013

2012 Valdez, Elena, Intervenciones en las ciudades del deseo: Voces sexuadas de la nación en la narrative contemporánea del Caribe hispano (Dissertation, Rutgers University, 2012)

2009 Irazábal, Clara, “Revisiting Urban Planning in Latin America and the Caribbean,” Regional study prepared for Revisiting Urban Planning: Global Report on Human Settlements, 2009, Digital Repository at the University of Maryland

“Ensalada Tijuana”

2012 Peralta, René, “Illicit Acts of Urbanism,” in *Tijuana Dreaming: Life and Art at the Global Border*, Josh Kun and Fiamma Montezemolo, eds, (Duke University Press, 2012)

2011 THESIS: Sanchez, Enrique Roberto, “From Aztec to Médiathèque: Hybrid Contradictions, University of Cincinnati, 2011

2007 Jones, Gareth A. and Maria Moreno-Carranco, “Megaprojects: Beneath the Pavement, Excess” in *City: Analysis of Urban Trends, Culture, Theory, Policy, Action* 11(2) 2017: 144-164

2005 THESIS: Adam Sheraden, “Obstruction and Transcendence: Trespassing on the Border,” (Syracuse University, 2005

***DESIGNING PAN-AMERICA*: RECEPTION**

[9 book reviews + 86 book/journal + 28 thesis/dissertation citations + 8 syllabi]

BOOK REVIEWS

2014 Fein, Seth (review), Columbia University, *Hispanic American Historical Review*, Vol. 94, Issue 3, 2014, pp. 544-545

2013 Ellis, Amanda (review), Rice University, *Western American Literature*, Vol. 47, No. 4, Winter 2013, pp. 442-443

2013 Lara, Fernando, (review), The University of Texas at Austin, *Texas Architect*, September/October, 2013, p. 28

2013 Niell, Paul (review), Florida State University, *Hispanic Research Journal*, Florida State University, Vol. 14, No. 5, October 2013, pp. 463-476

2012 Castañeda, Luis M. (review), Syracuse University, “The Architecture of a Pan-American Discrepancy,” *Transplantes*, 2012

2012 Castro-Klaren, Sara (review), John Hopkins University, *Revista Hispánica Moderna*, Vol. 65, No. 2, 2012, pp. 239-243

2012 Harris, Neil (review), University of Chicago, *Journal of the Society of Architectural Historians*, Vol. 71, No. 2, June 2012, pp. 228-229

2012 Rodriguez, Luz Maria (review), University of Puerto Rico, *Planning Perspectives*, Vol. 27, No. 1, January 2012, pp. 155-156

2011 Marx Delson, Roberta (R.M) (review), American Museum of Natural History, *Choice Reviews Online*, June 2011, Vol. 48, No. 10, pp. 1901-2 (This review also includes a second review of an anthology in which I wrote a chapter: *Designing Tomorrow: America’s World’s Fairs of the 1930s*, written by James E. (J.E.) Housefield, University of California, Davis)

Designing Pan-America citations in Books and Journals

2022 Faggion Novo, Leonardo, “Paz, saúde, familia, casa própia e justiça social”: os debates sobre habitação no I Congreso Panamericano de la Vivienda Popular,” in *Revista Eletrônica Da ANPHLAC*, 22 (34): 122-149

2022 Geolas, Athanasiou, “On the Archival Table: Embodiment, Objectivity, and the Construction of Historical Knowledge,” in *The Routledge Companion to Architectural Drawings and Models* (Routledge, 2022)

2022 Hartman, Joseph R., ed, *Imperial Islands: Art, Architecture, and Visual Experience in the US Insular Empire After 1898* (University of Hawai'i Press, 2022)

2022 Novo, Leonardo Faggion, "Com quantas cidades se faz a Pan-América? Dimensões político-urbanas dos Boletins de União Pan-Americana," *PARANOÁ* N. 33 – Julho/Dezembro (2022)

2022 Petersen, Mark J. "Architects, Exchange, and the Consolidation of Pan-American Cooperation, 1914-40," in *The New Pan-Americanism and the Structuring of Inter-American Relations* (Routledge, 2022)

2022 Petersen, Mark J., *The Southern Cone and the Origins of Pan America*, 1888-1933 (University of Notre Dame Press, 2022)

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2019 DISSERTATION: Rodriguez, Nadia Riley, “Creating and Marketing Nations: Visibility and Invisibility of Race in Haiti and the Dominican Republic,” Rutgers, The State University of New Jersey, 2019

2019 SENIOR THESIS: Kaufman, Eve A. “Foster Rhodes Jackson and the Visual Conquest of the West,” Scripps College, 2019

2019 DISSERTATION: Silva, Gabriela Correa da, “Dos passados heterogêneos ao mosaic continental: pan-americanismo e operação historiográfica no IHGB republicano (1889-1933), Instituto Historico e Geografico Brasileiro, Universidade Federal do Rio Grande do Sul, Instituto de Filosofia e Ciências Humanas, 2019

2019 THESIS: Jekabson, Alida R. “Staging a Modern Nation: The Art and Architecture of the Peruvian Pavilion at the 1939/40 New York World’s Fair,” Master of Arts, CUNY Hunter College, 2019

2018 DISSERTATION: Kiely, Joss, “Itinerant Architecture: Global Politics and World Building in the Work of Minoru Yamasaki and Associates, 19651-86,” University of Michigan, 2018

2018 DISSERTATION: Sanchez Holguin, Victoria E., “Colombia’s history of modern architecture revisited through the housing agency Instituto de Crédito Territorial: 1939-1965,” The University of Texas at Austin, 2018

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2016 SENIOR PROJECT: Ohrenberger, John Joseph, “Rites of the Concrete Jungle: Pre-Columbian Aesthetics in Esoteric Visual Culture,” Bard College, Spring 2016

2016 DISSERTATION: Skee, James Dalgoff, “By the Numbers: Confidence, Consultants, and the Construction of Mass Leisure, 1953-1975,” The University of California, Berkeley, 2016

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2015 GRADUATE THESIS: Canahui Morales, Manuel Andres, “Sistema Juridico de Las Relaciones Multilaterales Hemisfericas del Estado de Guatemala,” Universidad Rafael Landivar, Facultad de Ciencias Juridicas y Sociales, Guatemala, 2015

2015 DISSERTATION: Campos, Fernanda Critelli de, “Richard Neutra e o Brasil,” Universidade Presbiteriana Mackenzie, 2015

2014 DOCTORAL THESIS: Boghosian Al Assal, Marianna Ramos, “Arenas nem tão pacíficas arquitetura ee projetos politicos em Exposições Universais de finais da década de 1930,” Universidad de São Paulo, 2014

2014 DISSERTATION: Cannata, Amanda Jean, “Music and Structures of Identity at International Expositions in the Americas 1875-1915,” Stanford University, 2014)

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2012 DISSERTATION: Del Real, Patricio, “Building a Continent: The Idea of Latin American Architecture in the Early Postwar,” Columbia University, 2012

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<u>*Designing Pan-America* citations in Syllabi</u>

2021 SYLLABUS: Anooradha Iyer Siddiqi, Professor, ARCH UN3117 “Modern Architecture in the World,” Barnard University, Spring 2021

2018 SYLLABUS: Mark Wigley, Instructor, ARCH A4349-002 “Questions in Architectural History II” Spring 2018, Columbia University, 2018

2017-18 SYLLABUS: AM2016 “Americas Plural: Latin America and the United States,” Module, University of Leicester, 2017-18

2017 SYLLABUS: Jennifer Minner, Instructor, CRP 6690: Special Topics in History and Preservation: “Cultural Landscapes, Public Space, and former Mega-Event Sites,” College of Architecture, Art and Planning, Cornell University, 2017

2017 SYLLABUS: Sarah Rovang, Instructor, “Building America Modern: Interwar Architectural Modernisms in the United States and Beyond,” for “Pan-Americanism and National Modernisms,” Brown University, 2017

2016 SYLLABUS: Renato Anelli, Instructor, “Modern Brazilian Architecture, 1890-2006,” Fall 2016, Columbia University, 2016

2014 SYLLABUS: Carlos Brillembourg Tamayo, Instructor, ARCH A6163, “Latin American Architecture 1929-2012” Columbia University, 2014

2013 SYLLABUS: Breanne Robertson, Instructor, AMST 331 “Maya Mythology and Make-Believe in U.S. Art and Visual Culture, Wesleyan University, Fall 2013

JACKET and PRESS REVIEWS

Authors: Barry Bergdoll, The Philip Johnson Chief Curator of Architecture and Design, The Museum of Modern Art / Meyer Shapiro Professor of Art History and Archaeology, Columbia University

Luis E. Carranza, Professor of Architecture, Roger Williams University

Stephen Fox, Fellow of the Anchorage Foundation of Texas and Adjunct Lecturer in Architecture, University of Houston and Rice University

Kirsten Silva-Gruesz, Professor of Literature and Director, Latino Library Cultures Project, University of California, Santa Cruz

BOOK AWARDS

2012 Design Award: “Scholarly Illustrated Award,” Designer Derek George, American Association of University Presses (AAUP) Book, Jacket and Journal Showcase