Agenda

Regular Meeting of the Governing Body
May 13, 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 Garcia

3. Salute to the New Mexico Flag

    a. Councilor Chavez

4. Invocation and Rememberances

    a. Councilor Castro

5. Roll Call

6. Approval of Agenda

7. Approval of Consent Agenda

8. Presentations

    a. American Federation of State, County and Municipal Employees.

    b. Santa Fe Police Officers Association

    c. Santa Fe Firefighters Association International Association of Firefighters — Local 2059

    d. Fiscal Year 2027 Proposed Budget Presentation. (Brian Moya, Interim City Manager; bjmoya@santafenm.gov and Andrea Phillips, Deputy City Manager and Interim Finance Director; akphillips@santafenm.gov)

9. Action Items: Consent Agenda

    a. Request for Approval of the April 29, 2026, Regular Governing Body Committee Meeting Minutes. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

        Committee Review:
        Governing Body: 05/13/2026

    b. Request for Approval of a Special Dispenser Permit Application from Star Investment, LLC to Allow the Dispensing/Consumption of Beer, Wine and Cider at the Pride Santa Fe Event to be Held on Saturday, June 27, 2026, with Alcohol Service from 11:30 AM to 4:00 PM in a Beer Garden Located on Lincoln Avenue and Marcy Street, which is Located on City Property, with an Expected 500 Attendees, Pursuant to SFCC 1987 §23-6.2(C) and Consistent with NMSA 1978, §60-6A-12. (Geralyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

        Committee Review:
        Governing Body: 05/13/2026

c. Request For Approval of Amendment No. 1 to the U.S. Department of Transportation Federal Aviation Administration (FAA) Grant Number 065 to Increase the Compensation by $244,007 for a New Total Contract Amount of $6,333,707 for the Reconstruction of the Terminal Apron. (Jimmy Gunn, Interim Airport Director; jdgunn@santafenm.gov; Paulette Ortiz, Administrative Grant Administrator; pkortiz@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate $244,007 from the FAA Grant Amendment to WIP Construction for the Reconstruction of the Terminal Apron.

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

d. Request for Approval of Goods and Services Contract with Trojan Technologies, Inc. for the Purchase of UV3000 Replacement Parts for the Public Utilities Department in the Total Amount of $2,000,000 for a Four Year Term. (Paul Heerbrandt, P.E., Engineer
Supervisor: pfheerbrandt@santafenm.gov)

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

e. Request for Approval of a General Services Contract with Cassidy's Landscaping, Inc in the Total Amount of $1,081,875 Including NMGRT for On-Call Landscape and Snow and Ice Control for a Term of Ten Years. (Sebastian Gallegos, Airport Project Manager; sfgallegos@santafenm.gov)

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

f. Request for Approval of a General Services Contract with Mark A. Lopez Development in the Total Amount of $1,081,875 Including NMGRT for On-Call Landscape and Snow and Ice Control for a Term of Ten Years. (Sebastian Gallegos, Airport Project Manager, sfgallegos@santafenm.gov)

Committee Review
Public Works and Utilities Committee: 05/04/2026

Finance Committee: 05/11/2026
Governing Body: 05/13/2026

g. Request for Approval of Amendment No. 1 to Professional Service Contract Item # 25-0451 with St. Elizabeth's Shelter Corporation to Increase Compensation by $340,000 for a New Total Amount of $590,000 to Extend the Term to June 30, 2027, for Homeless Services. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 05/06/2026
Finance Committee: 05/11/2026
Governing Body: 05/13/2026

h. Request for Approval of Amendment No. 1 to Professional Service Contract Item # 25-0364 with Christ Lutheran Church to Increase Compensation by $136,000 for a New Total Compensation of $272,000 and Extend the Term to August 8, 2027, for Homeless Services. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

Committee Review:
Quality of Life Committee: 05/06/2026
Finance Committee: 05/11/2026
Governing Body: 05/13/2026

i. Request for Approval of a General Services Contract with Cassidy's Landscaping, Inc in the Total Amount of $1,081,875 Including NMGRT for On-Call Landscape and Snow and Ice Control for a Term of Ten Years. (Sebastian Gallegos, Airport Project Manager; sfgallegos@santafenm.gov)

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

j. 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: 05/04/1016
Finance Committee: 05/11/2026
Governing Body: 05/13/2026

10. Action Items: Discussion Agenda

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)(7), Meetings Subject to the Attorney-Client Privilege Pertaining to Threatened or Pending Litigation in which the Public Body is or May Become a Participant, Including but not limited to *EMCO v. City of Santa Fe*, Notice of Public Works Mediation. (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 RESOLUTION NO. 2026-____. (Councilor Paul Bustamante, Councilor Pilar Faulkner, Councilor Alma Castro)
    A Resolution Ensuring the Availability of Narcan for City of Santa Fe Transit, Library, and Recreation Staff; Requiring Training for Appropriate Employees to Recognize Opioid Overdoses and Administer Narcan; and Directing the City Manager to Identify and Allocate Funding to Maintain the Supply of Narcan Nasal Spray and Training of Narcan. (Mario Risso, Assistant Fire Chief; mdrisso@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 05/13/2026
    Public Works and Utilities Committee: 05/18/2026
    Quality of Life Committee: 05/20/2026
    Governing Body: 05/27/2026

    b. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Jamie Cassutt, Councilor Amanda Chavez, Mayor Michael Garcia)
    A Resolution Approving the Adoption of the Santa Fe Midtown Metropolitan Redevelopment Area Plan. (Carly Venditti, Midtown Redevelopment Agency Department Deputy Director; cavenditti@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 05/13/2026
    Public Works and Utilities Committee: 05/18/2026 (PENDING WAIVER OF GOVERNING BODY PROCEDURAL RULE IV(C)(3.a.))
    Quality of Life Committee: 05/20/2026
    Finance Committee: 05/26/2026
    Metropolitan Development Commission: 06/03/2026
    Economic Development Advisory Committee: 06/03/2026
    Governing Body (Public Hearing): 06/10/2026

c. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia)
A Resolution Adopting the City of Santa Fe's Fiscal Year 2026/2027 Operating Budget for the City of Santa Fe. (Andy Hopkins, Budget officer; ajhopkins@santafenm.gov)

Committee Review:
Governing Body (Introduced): 05/13/2026
Special Governing Body (Budget Hearing): 05/14/2026
Special Governing Body (Budget Hearing): 05/15/2026
Finance Committee: 05/26/2026
Governing Body: 05/27/2026

17. Petitions from the Floor

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

a. 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
Economic Development Advisory Committee: 05/06/2026
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

b. 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

19. Final Action on Legislation (Public Hearing)

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

    Committee Review:
    Governing Body (Introduced): 04/07/2026 (*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

    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 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.(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 (POSTPONED FOR NOTICE)
Governing Body (Final Action): 5/13/2026

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

    a. Request for Approval of the Community Development Block Grant (CDBG) Draft 2026 Annual Action Plan in Compliance with HUD, Public Hearing, and Public Comment. (Faviola Chavez, Affordable Housing Director, fachavez@santafenm.gov)

    Committee Review:
    Quality of Life Committee: 05/06/2026
    Finance Committee: 05/11/2026
    Governing Body: 05/13/2026

21. Appointments

    a. Children and Youth Commission

        - Seargent Erasmo Montijo - Appointment to Juvenile Justice Representative - Term Ending 01/2029

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 Proposed FY27 Annual Operating Budget

Budget Primer

- The City's annual budget serves as a program and policy 'roadmap' for a given fiscal year (the City's fiscal year runs from July 1 to June 30).
- A budget is not meant to be merely a financial document; rather, it is better defined as a policy document with numbers. It outlines the City's goals for the year in question, and summarizes the resources that the City is dedicating to attain those goals.
- A budget is forward-looking – it reflects projected costs and revenue sources, and synthesizes these with the goals of the Mayor, Governing Body and the community at large in order to form a plan for how City services will be delivered, and how they will be paid for.

- As part of the budget and other financial reporting, we often discuss "actuals", which detail revenues received and expenses spent. Actuals are summarized in the City's Annual Comprehensive Financial Report (ACFR).
- Unlike the budget, the ACFR is is backward-looking; meaning, it summarizes the previous fiscal year's activities in terms of actuals, and reflects adjustments and findings of the City's annual audit.
- Quite often we also discuss encumbrances, which are monies committed to future purchases and payments for services. Encumbrances are approved by the Governing Body in the form of contracts and purchase orders, through which the City will receive and/or spend its financial resources.

Budget Primer *(continued)*

- The budget is divided into approximately 80 funds. Funds serve as the City's basic financial units; they separate resources and expenditures into distinct categories, each dedicated to specific purposes. This ensures that money is used only as intended and prevents inappropriate co-mingling of funding.
- Some funds—such as the General Fund and the ½% Capital Gross Receipts Tax (GRT) Fund—may support funds that are not fully self-sustaining. These subsidies are recorded as transfers between funds.
- During the annual budget process, the Budget Office works with departments and senior staff to ensure each fund is balanced, with revenues and other sources (including transfers and available balances) covering all planned expenditures.

- At the end of each fiscal year, a fund's revenues minus expenditures determine its ending balance. A surplus increases this balance; a deficit reduces it.
- Through the course of the fiscal year, available balances may be appropriated for one-time needs through a Budget Adjustment Request (BAR).
- Per state law, the City must maintain a General Fund reserve equal to 1/12 of current budgeted expenditures, which limits the amount available for such appropriations in the General Fund.
- Because BARs for prior year carry forwards and other purposes are approved throughout the fiscal year, the 1/12 minimum reserve varies as the budget changes; as the General Fund expenditure budget increases, the required reserve increases as well.

Fund Types

The City's fund structure includes seven fund types:

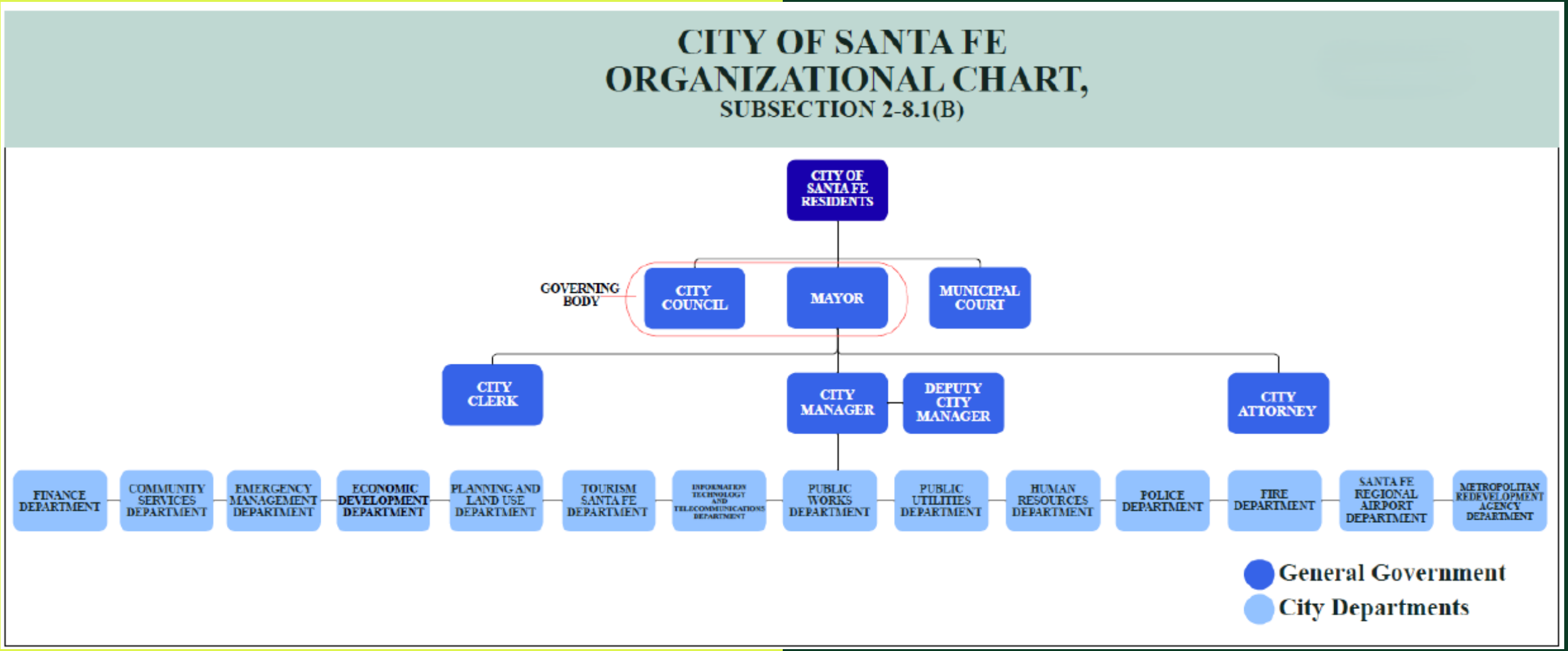
1. The General Fund is usually the City's largest fund, and is discretionary in nature, meaning it can be used for almost any purpose as long as that purpose doesn't conflict with applicable laws.
2. Special Revenue Funds are dedicated to specific purposes, such as revenues that are dedicated to certain uses and state/Federal grants.
3. Capital Improvement Funds (or CIP Funds) are used for multi-year capital projects, usually funded by bond issues or grants. The CIP budget is reviewed and approved via a separate process, thus it is not included in this operating budget.
4. Debt Service Funds are used to pay back the City's issuance of debt for CIP projects, and are supported by the City's tax and/or fee revenues.
5. Enterprise Funds are generally defined as self-supporting or "proprietary" funds, such as the Water Fund or Environmental Services Fund. Some City funds, however, like the Municipal Recreation Complex Fund, are not fully self-supporting and must be subsidized by other funds (usually the General Fund).
6. Internal Service Funds support other City functions; they generally do not provide services directly to the public, rather they support Departments like Police in their public service roles.
7. Trust and Agency Funds are generally considered as separate entities, and include functions like the Buckman Direct Diversion (BDD).

How is the City Organized?



- City services are provided by various organizations/offices, some of which report directly to the City Manager, others which are led by elected officials (such as the Municipal Court Judge). All of these, to some extent as prescribed by law and ordinance, are subject to the oversight of the Governing Body (City Council), the Mayor and/or the City Manager.
- A Department is the highest level within the City's organizational structure. It is led by a Department Director, who is usually supervised by the City Manager. Some areas have Directors that report directly to the Mayor and/or City Council, such as the City Attorney.
- Within a Department, there may be one or more Divisions; the Divisions are led by Directors that report directly to their assigned Department's Director. All City functions exist within the framework of Departments and Divisions; these are the most basic organizational entities within City government.
- Some (not all) Divisions are further divided into Sections, and some (not all) Sections are further divided into Units.

City of Santa Fe Organizational Chart



Adopted April 29, 2026

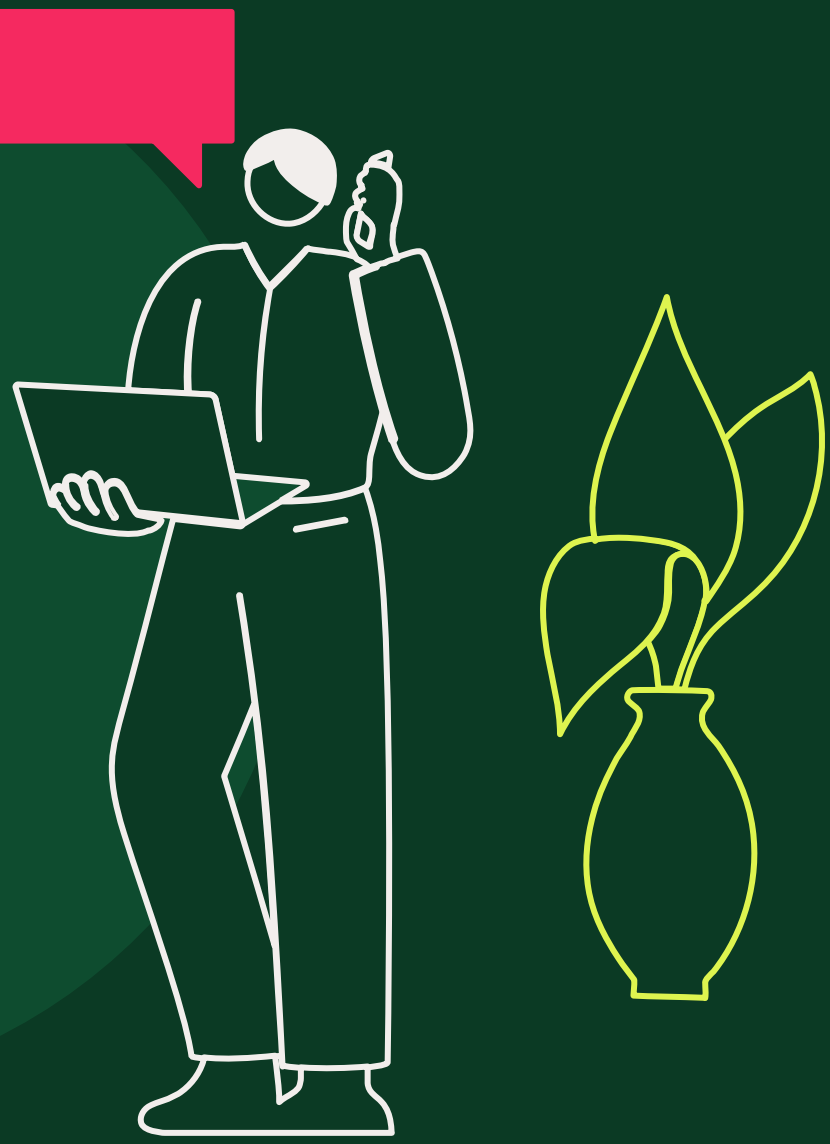
Budget Calendar

- September 10, 2025: City Council adopts Resolution 2025-58, specifying improvements to the budget process
- January 2026: Budget memo released, budget training sessions held; Departments begin working on budget requests
- February: Budget Office reviews requests; budget review meetings held with Departments, Mayor and City Manager
- March-April: Proposed FY27 Budget finalized
- May 13: Proposed Budget Resolution introduced at Governing Body meeting
- May 14-15: Governing Body budget review hearings
- May 26: Finance Committee reviews budget and recommends approval by Governing Body
- May 27: Governing Body adopts the F27 Annual Operating Budget
- June 1: Deadline for submittal of the FY27 Annual Operating Budget to NM Department of Finance & Administration



Listening to Our Community

- On September 10, 2025, the Governing Body adopted a resolution outlining a new and improved budget process
- Civic Engagement meeting held January 8, 2026; report issued
- City Council study session held January 23, 2026
- Key services, pain points and critical service delivery goals identified
- All input from both meetings taken into account when the proposed FY27 budget was submitted and reviewed
- The proposed FY27 budget directs resources to areas rated highest in importance by the community



Four-Year Strategic Goals and Budget Priorities

adopted February 11, 2026

1. The City of Santa Fe will serve the whole community by supporting development of more housing across the continuum of needs, with a focus on affordable and attainable housing.

2. The City of Santa Fe will invest in improving city systems and infrastructure to ensure efficient and effective use of city resources, which will enhance service delivery and customer service. This may include streamlining internal processes and procedures, leveraging technology for better asset management, prioritizing data-driven decision making, and recruiting and retaining highly qualified city staff.

3. The City of Santa Fe will work to reduce crime and increase public safety. This may include ensuring safer streets, crosswalks and corridors, noise and speed enforcement to reduce traffic and pedestrian accidents and to enhance quality of life, and strategic policing efforts to reduce crime and ensure public safety.



Investing in Our Greatest Resource - Our Employees

- Completing phase 4 of the Classification & Compensation Study recommendations, including salary increases in various areas
- Providing a 2.5% cost of living increase (COLA)
- Absorbing employee health insurance increases within existing resources, without passing on additional costs to employees
- Initiating a multi-year transition from contracted services to in-house work, increasing efficiency in service delivery
- Adding 14 new positions and funding other personnel changes to enhance staffing in critical areas *(see next slide for details)*



FY27 Staffing Additions & Changes

- Two (2) new positions and associated equipment in the Constituent Services Division, including a Broadcast and Streaming Production Specialist to schedule, facilitate, and produce the public-facing online components of all meetings held in the Council Chambers, and a Translator that was converted from a part-time to a full-time position for FY27, which will support effective written and oral communication with Spanish-speaking constituents, vendors and community members
- Two (2) new Project Manager positions and associated equipment in the Economic Development Division, funded primarily by freezing the Community Development Director position
- Reclassification of one (1) Emergency Management Coordinator position to an Assistant Director position in the Emergency Management Department, funded in part by a reduction to the Department's contractual services budget
- An allocation of $250,000, which was set aside for legislative support staff in the City Council's contractual services budget, pending a final determination of the positions' job duties, salary levels and budgetary impact
- One (1) new Information Systems Manager position and associated equipment in the Human Resources Department to enable the City to maximize the Tyler Human Capital Management (HCM) system's capabilities, enhance efficiency and reduce the Department's reliance on outside contractors

FY27 Staffing Additions & Changes *(continued)*

- Two (2) new positions in the Metropolitan Redevelopment Agency (MRA), including an Administrative Manager and a Project Manager and associated equipment, to assist with the MRA's growing responsibilities
- Two (2) new Project Manager positions and associated equipment in the Affordable Housing Division, and one (1) re-funded/unfrozen Engineer position in the Technical Review Division, to assist with the Planning & Land Use Department's service delivery efforts and ongoing initiatives
- One (1) new Public Information Officer position and associated equipment, plus one (1) Public Records Specialist that was transferred from the City Attorney's Office, to enhance the Police Department's ability to comply with Inspection of Public Records Act (IPRA) requirements, meet statutory deadlines, reduce backlog, and uphold the highest standards of transparency and accountability
- A new Parks crew, comprising seven (7) positions (one Parks Superintendent, two Parks Maintenance Worker Seniors, and four Parks Maintenance Workers) and associated equipment, which is intended to address the need for vegetation management, particularly in the city's medians, and homeless encampment cleanups; because much of this function is currently performed by contracted labor, the cost of the crew was partially offset by a reduction of $200,000 in contractual services, which will allow the Division to transition from the current contracted service to in-house service delivery without significant disruption

FY27 Staffing Additions & Changes *(continued)*

- Reclassification of two (2) positions to better address changing personnel needs at the Santa Fe Regional Airport; this includes the reclassification of an Airport Shuttle Driver position to an Airport Security Officer position, and the reclassification of a Custodian position to a Mechanic Supervisor I position
- One (1) new Assistant Operations Manager and associated equipment in the Tourism Department to address critical operational needs at the Santa Fe Convention Center

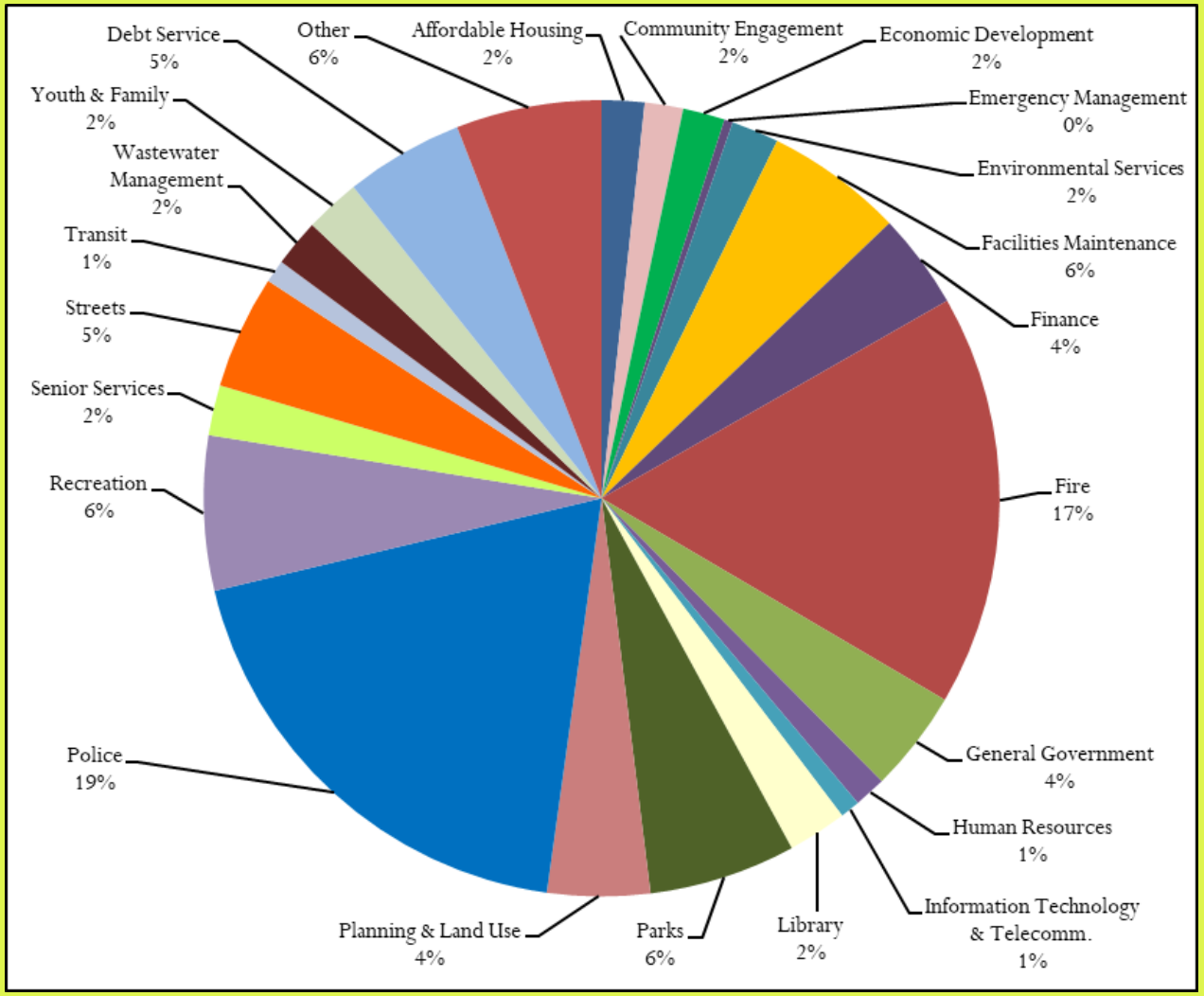


Planning for the Future: “Rainy Day Funds”

The proposed budget provides funding for:

- A strategic reserve of $1.5M for critical repairs and maintenance as needed for the City’s vast and widely-dispersed facilities
- A strategic reserve of $1.5M for future high-priority vehicle and equipment replacement needs
- A capital reserve of $8.9M for new and ongoing capital improvement projects, including emergency projects

What Do My Taxes Pay For?

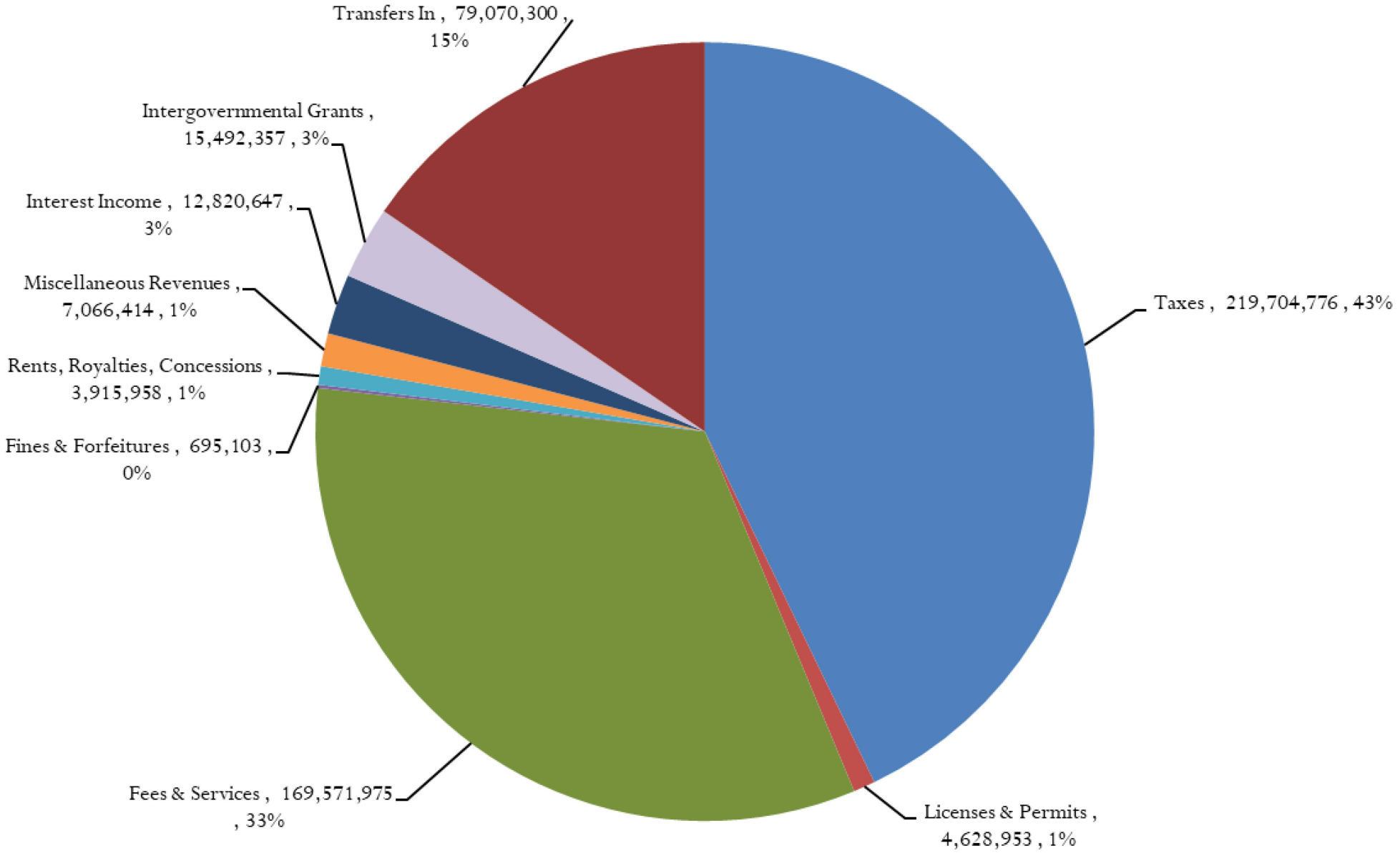


	FY 27 Proposed Budget
Affordable Housing	$3,348,125
Community Engagement	3,013,794
Economic Development	3,289,739
Emergency Management	669,528
Environmental Services	3,717,044
Facilities Maintenance	10,799,365
Finance	7,491,747
Fire	32,272,653
General Government	7,969,497
Human Resources	2,500,402
Information Technology & Telecomm.	1,549,715
Library	4,637,904
Parks	11,516,356
Planning & Land Use	8,049,415
Police	36,806,415
Recreation	12,125,199
Senior Services	3,935,087
Streets	8,919,607
Transit	1,785,049
Wastewater Management	3,717,044
Youth & Family	4,334,024
Debt Service	9,275,539
Other	11,416,351
TOTAL	**$193,139,599**

All Funds Summary
REVENUE

Type	FY26 Original Budget	FY27 Proposed Budget	Change (%)
Taxes	$ 207,207,967	$ 219,704,776	+6.0%
Licenses & Permits	$ 4,126,300	$ 4,628,953	+12.2%
Fees/Service Charges	$ 154,077,918	$ 169,571,975	+10.1%
Grants	$ 10,036,224	$ 15,492,357	+54.4%
Interest/Other	$ 106,074,217	$ 103,568,422	-2.4%
TOTAL	**$481,522,626**	**$512,966,483**	**+6.5%**

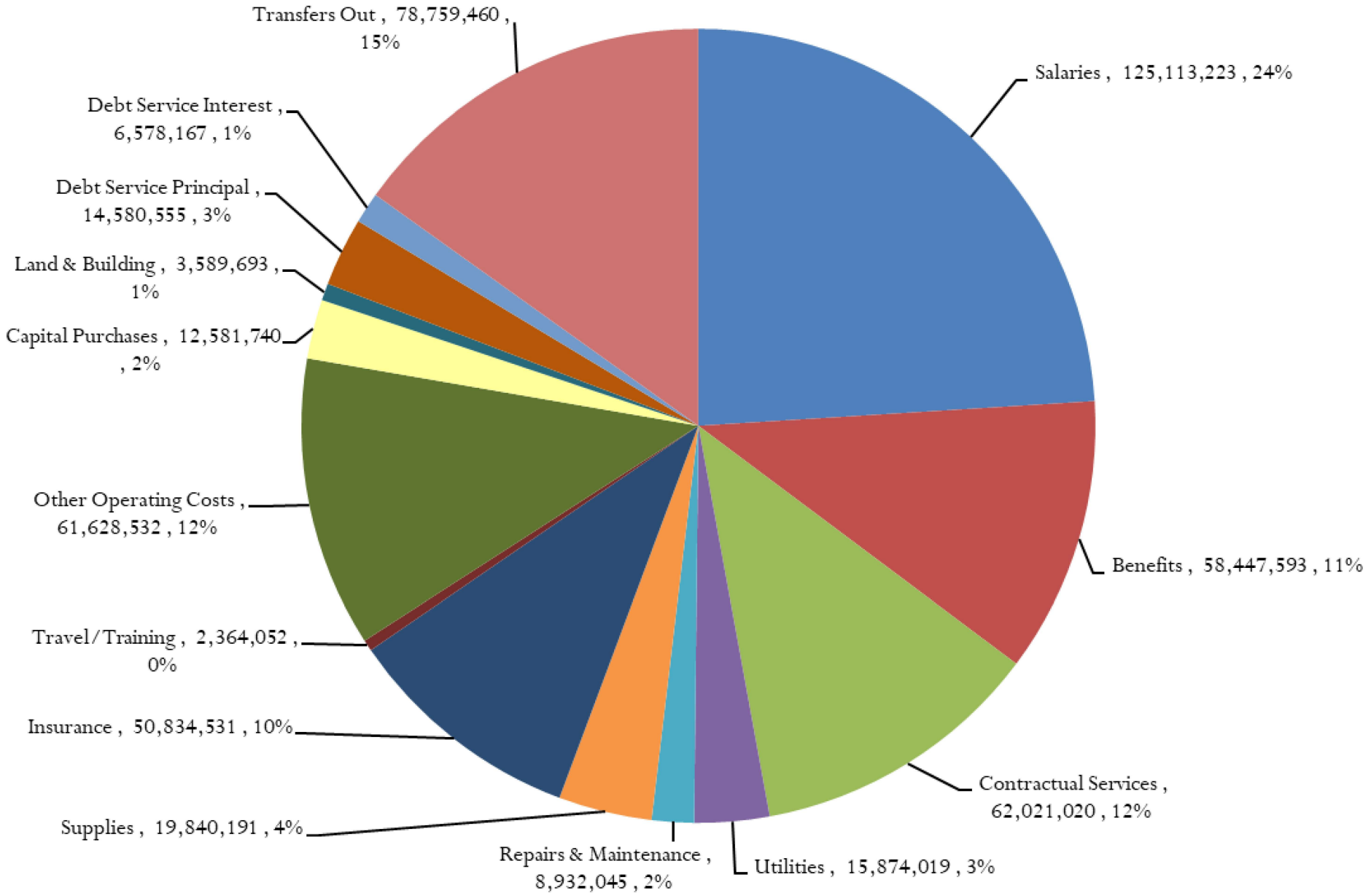
PROPOSED FY27 REVENUE BUDGET - ALL FUNDS



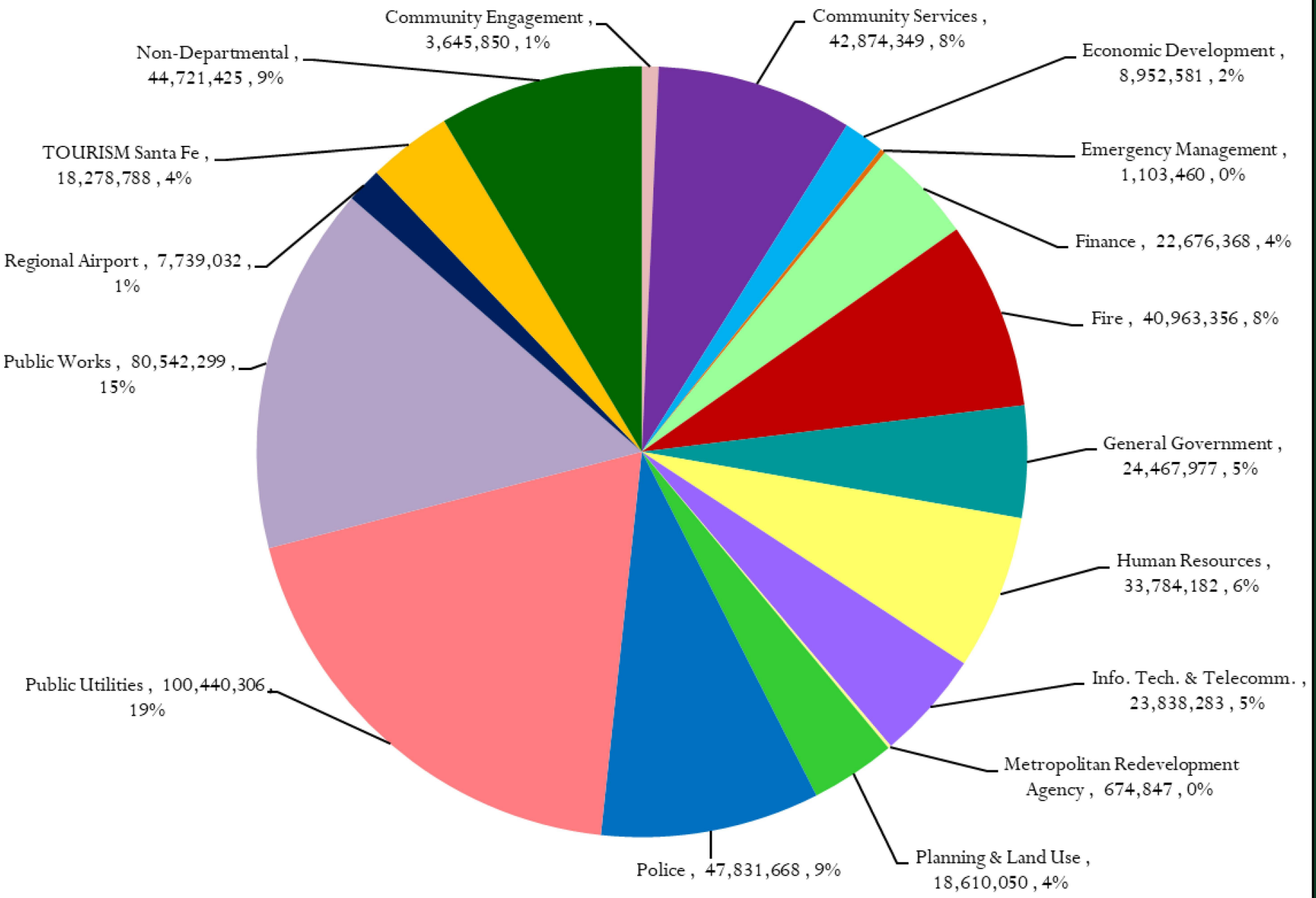
All Funds Summary
EXPENDITURES

Type	FY26 Original Budget	FY27 Proposed Budget	Change (%)
Personnel Services	$ 170,291,019	$ 183,560,816	+7.8%
Operating Expenses	$ 193,208,028	$ 221,494,390	+14.6%
Capital Outlay	$ 14,196,511	$ 16,171,433	+13.9%
Debt Service	$ 22,561,097	$ 21,158,722	-6.2%
Transfers to Other Funds	$ 80,332,737	$ 78,759,460	-2.0%
TOTAL	**$480,589,392**	**$521,144,821**	**+8.4%**

PROPOSED FY27 EXPENDITURE BUDGET - ALL FUNDS



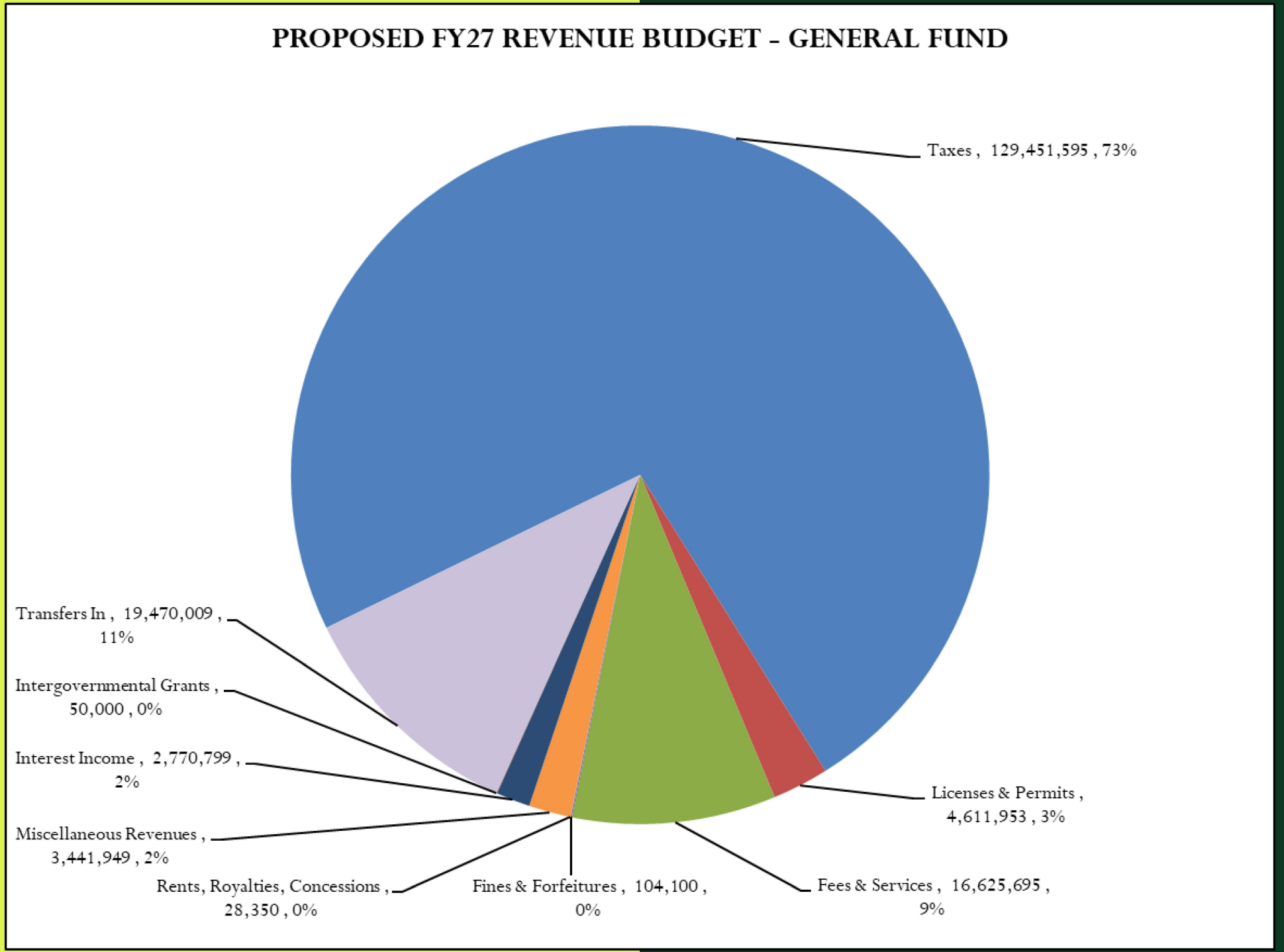
PROPOSED FY27 EXPENDITURE BUDGET - ALL FUNDS



General Fund Summary
REVENUE

Type	FY26 Original Budget	FY27 Proposed Budget	Change (%)
Taxes	$ 122,883,817	$ 129,451,595	+5.3%
Fees/Service Charges	$ 15,268,776	$ 16,625,695	+8.9%
Miscellaneous/Other	$ 5,370,308	$ 8,236,352	+53.4%
Interest on Investments	$ 3,134,105	$ 2,770,799	-11.6%
Transfers from Other Funds	$ 14,394,600	$ 19,470,009	+35.3%
TOTAL	**$161,051,606**	**$176,554,450**	**+9.6%**

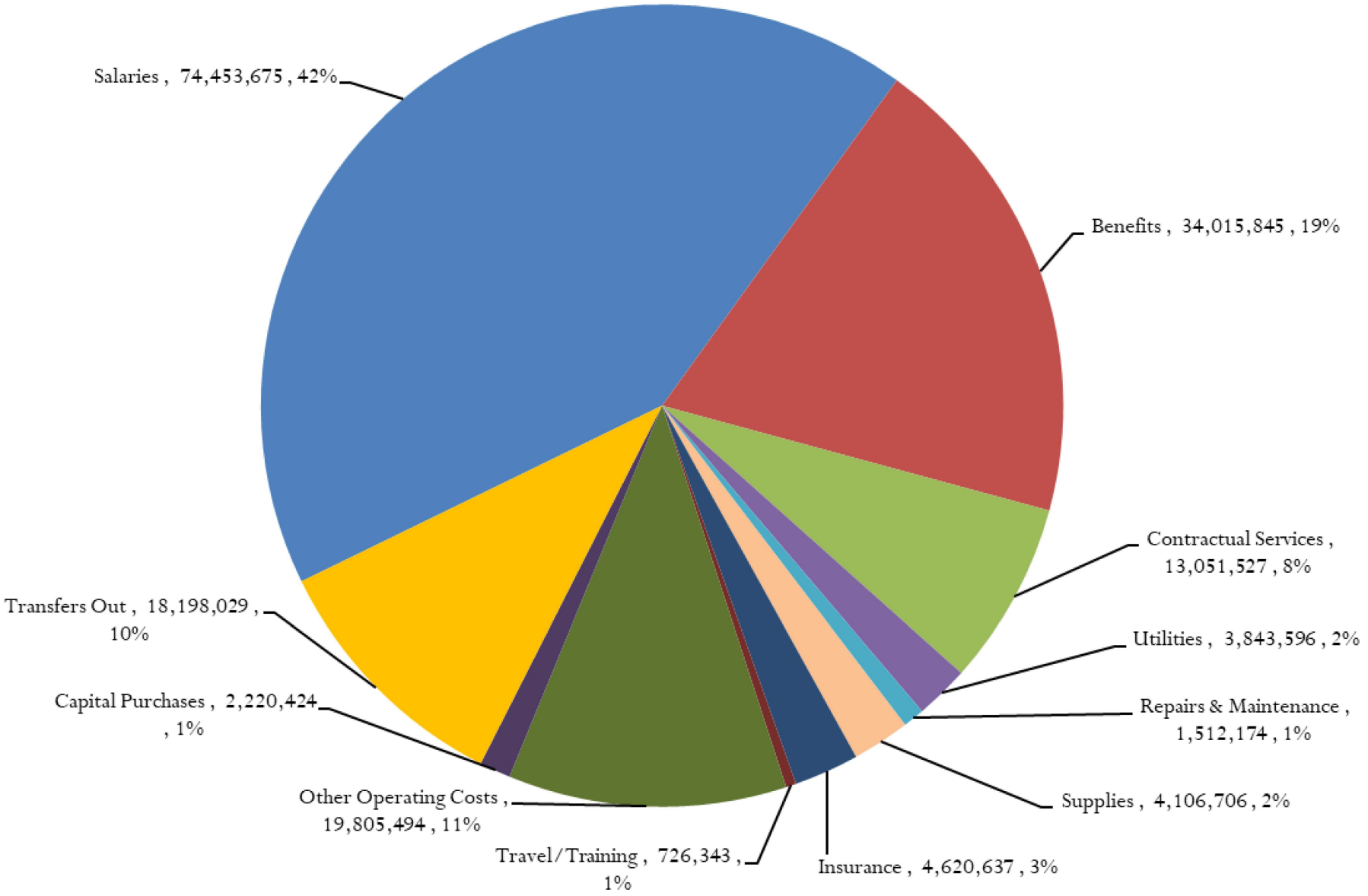
PROPOSED FY27 REVENUE BUDGET - GENERAL FUND



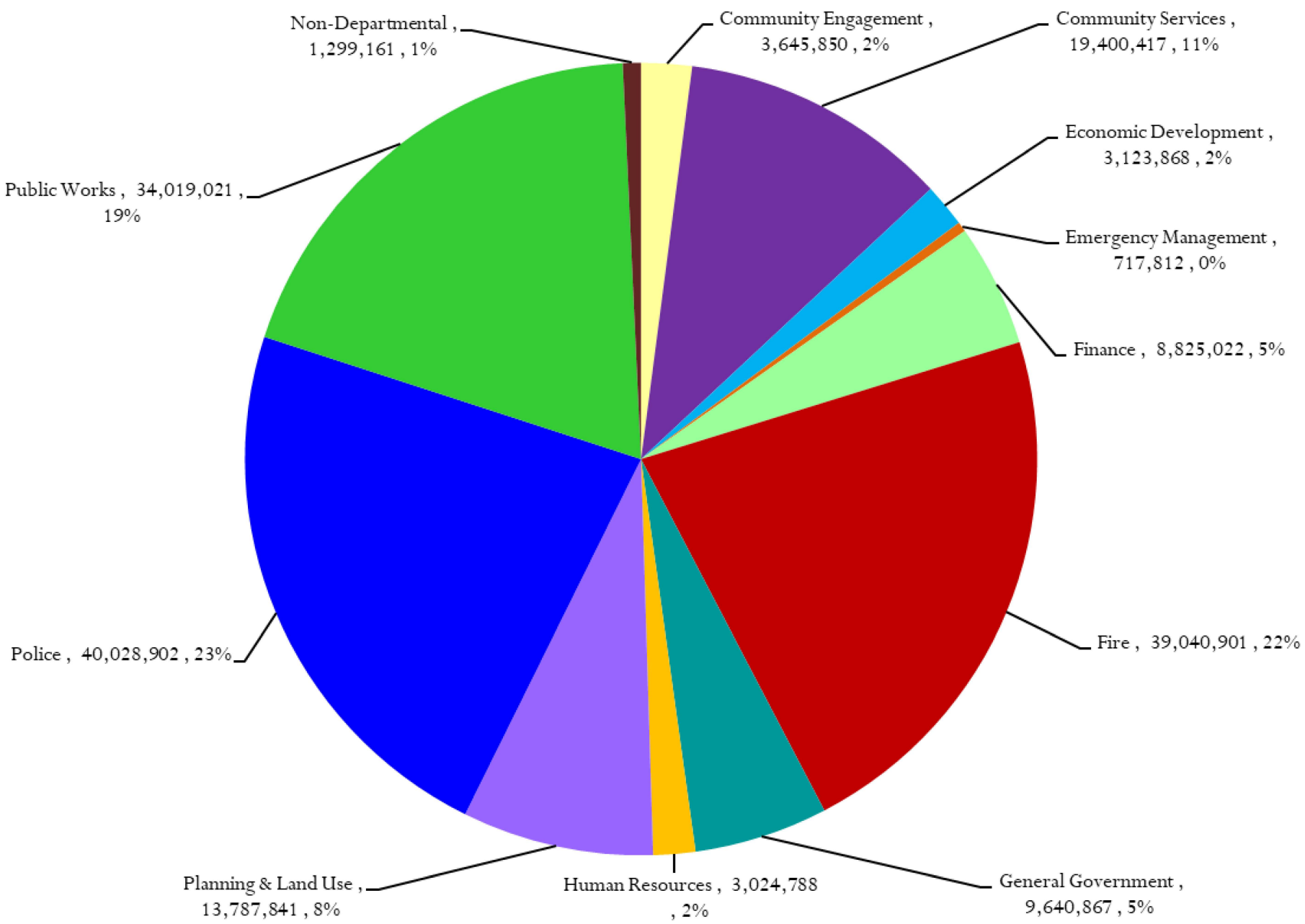
General Fund Summary
EXPENDITURES

Type	FY26 Original Budget	FY27 Proposed Budget	Change (%)
Personnel Services	$ 100,908,771	$ 108,469,520	+7.5%
Operating Expenses	$ 39,332,773	$ 47,666,477	+21.2%
Capital Outlay	$ 1,742,201	$ 2,220,424	+27.4%
Transfers to Other Funds	$ 19,067,861	$ 18,198,029	-4.6%
TOTAL	**$161,051,606**	**$176,554,450**	**+9.6%**

PROPOSED FY27 EXPENDITURE BUDGET - GENERAL FUND



PROPOSED FY27 EXPENDITURE BUDGET - GENERAL FUND



Community Engagement Department
FY27 Budget Highlights

The Community Engagement Department's proposed FY27 budget of $3,645,850 decreased by $181,764, or 4.7%, from the original FY26 budget. The Department's proposed FY27 General Fund budget of $3,645,850 increased by $418,236, or 13%, from the original FY26 budget.

The Community Engagement Department's proposed FY27 budget includes funding for 23 positions (reflecting 23 full-time equivalents or FTEs.

Community Services Department
FY27 Budget Highlights

The Community Services Department's proposed FY27 budget of $42,874,349 increased by $2,566,203, or 6.4%, from the original FY26 budget. The Department's proposed FY27 General Fund budget of $19,400,417 decreased by $476,451, or 2.4%, from the original FY26 budget.

The proposed FY27 Community Services Department budget includes funding for 227 positions (202.5 FTE).

Department of Economic Development and Creative Industries
FY27 Budget Highlights

The Department of Economic Development & Creative Industries proposed FY27 budget of $8,952,581 increased by $968,394, or 12.1%, from the original FY26 budget. The Department's proposed FY27 General Fund budget of $3,123,868 increased by $274,877, or 9.6%, from the original FY26 budget. In FY26, the former Arts & Culture Department and Santa Fe Film Office were reorganized as Divisions within the Department of Economic Development & Creative Industries.

The proposed FY27 budget for the Department of Economic Development & Creative Industries includes funding for 22 positions (22 FTE).

Emergency Management Department
FY27 Budget Highlights

The Emergency Management Department's proposed FY27 budget of $1,103,460 increased by $155,362, or 16.4%, from the original FY26 budget. The Department's proposed FY27 General Fund budget of $717,812 increased by $381,888, or 113.7%, from the original FY26 budget.

The proposed FY27 Emergency Management Department budget includes funding for 2 positions (2 FTE).

Finance Department
FY27 Budget Highlights

The Finance Department's proposed FY27 budget of $22,676,368 decreased by $3.7 million, or 13.9%, from the original FY26 budget. The Department's proposed FY27 General Fund budget of $8,825,022 increased by $73,814, or 0.8%, from the original FY26 budget.

The proposed FY27 Finance Department budget includes funding for 58.4 positions* (58.4 FTE).

**The position count is not a whole number due to a split-funded position*

Fire Department
FY27 Budget Highlights

The Fire Department's proposed FY27 budget of $40,963,356 increased by $5.1 million, or 14.1%, from the original FY26 budget. The Department's proposed FY27 General Fund budget of $39,040,901 increased by $4.3 million, or 12.4%, from the original FY26 budget.

The proposed FY27 Fire Department budget provides funding for 210 positions (210 FTE).

General Government
FY27 Budget Highlights

The proposed FY27 General Government budget of $24,467,977 increased by $3.3 million, or 15.3%, from the original FY26 budget. The Department's proposed FY25 General Fund budget of $9,640,867 increased by $1.5 million, or 17.9%, from the original FY26 budget.

The proposed FY27 budget for General Government includes funding for 62.27 positions* (62.27 FTE).

**The position count is not a whole number due to a split-funded position*

Human Resources Department
FY27 Budget Highlights

The Human Resources Department's proposed FY27 budget of $33,784,182 increased by $1.4 million, or 4.4%, from the original FY26 budget. The Department's proposed FY27 General Fund budget of $3,024,788 increased by $428,891, or 16.5%, from the original FY26 budget.

The proposed FY27 Human Resources Department budget includes funding for 18 positions (18 FTE).

Information Technology & Telecommunications Department
FY27 Budget Highlights

The Information Technology & Telecommunications (ITT) Department's proposed FY27 budget of $23,838,283 increased by $8.8 million, or 58.7%, from the original FY26 budget.

The proposed FY27 ITT budget includes funding for 44.9 positions* (44.9 FTE).

**The position count is not a whole number due to a split-funded position*

Metropolitan Redevelopment Agency
FY27 Budget Highlights

The Metropolitan Redevelopment Agency's proposed FY27 budget of $674,847 increased by $80,262, or 13.5%, from the original FY26 budget.

The proposed FY27 budget for the Metropolitan Redevelopment Agency provides funding support for 3 positions (3 FTE).

Planning & Land Use Department
FY27 Budget Highlights

The Planning & Land Use Department's proposed FY27 budget of $18,610,050 increased by $1.6 million, or 9.6%, from the original FY26 budget. The Department's FY26 General Fund budget of $13,787,841 increased by $1.7 million, or 13.9%, from the original FY26 budget. In FY26, the former Affordable Housing Department was reorganized as a Division within the Planning & Land Use Department.

The proposed FY27 Planning & Land Use Department budget includes funding for 69 positions (69 FTE).

Police Department
FY27 Budget Highlights

The Police Department's proposed FY27 budget of $47,831,668 increased by $5.7 million, or 13.6%, from the original FY26 budget. The Department's proposed FY27 General Fund budget of $40,028,902 increased by $3.2 million, or 8.7%, from the original FY26 budget.

The proposed FY27 Police Department budget includes funding for 242 positions (242 FTE).

Public Utilities Department
FY27 Budget Highlights

The Public Utilities Department's proposed FY27 budget of $100,440,306 decreased by $276,958, or 0.3%, from the original FY26 budget. The newly-created Conservation and Sustainability Division was established in FY26 within the Public Utilities Department, and is focused on water conservation and reuse, environmental sustainability and the work of Keep Santa Fe Beautiful.

The proposed FY27 Public Utilities Department budget includes funding for 259.7 positions* (259.7 FTE).

**The position count is not a whole number due to split-funded positions*

Public Works Department
FY27 Budget Highlights

The Public Works Department's proposed FY27 budget of $80,542,299 increased by $8.8 million, or 12.3%, from the original FY26 budget. The Department's proposed FY27 General Fund budget of $34,019,021 increased by $3.8 million, or 12.5%, from the original FY26 budget.

The proposed FY27 Public Works Department budget includes funding for 341.7 positions* (340.7 FTE).

**The position count is not a whole number due to split-funded positions*

Regional Airport Department
FY27 Budget Highlights

The Regional Airport Department's proposed FY27 budget of $7,739,032 increased by $2.4 million, or 43.8%, from the original FY26 budget.

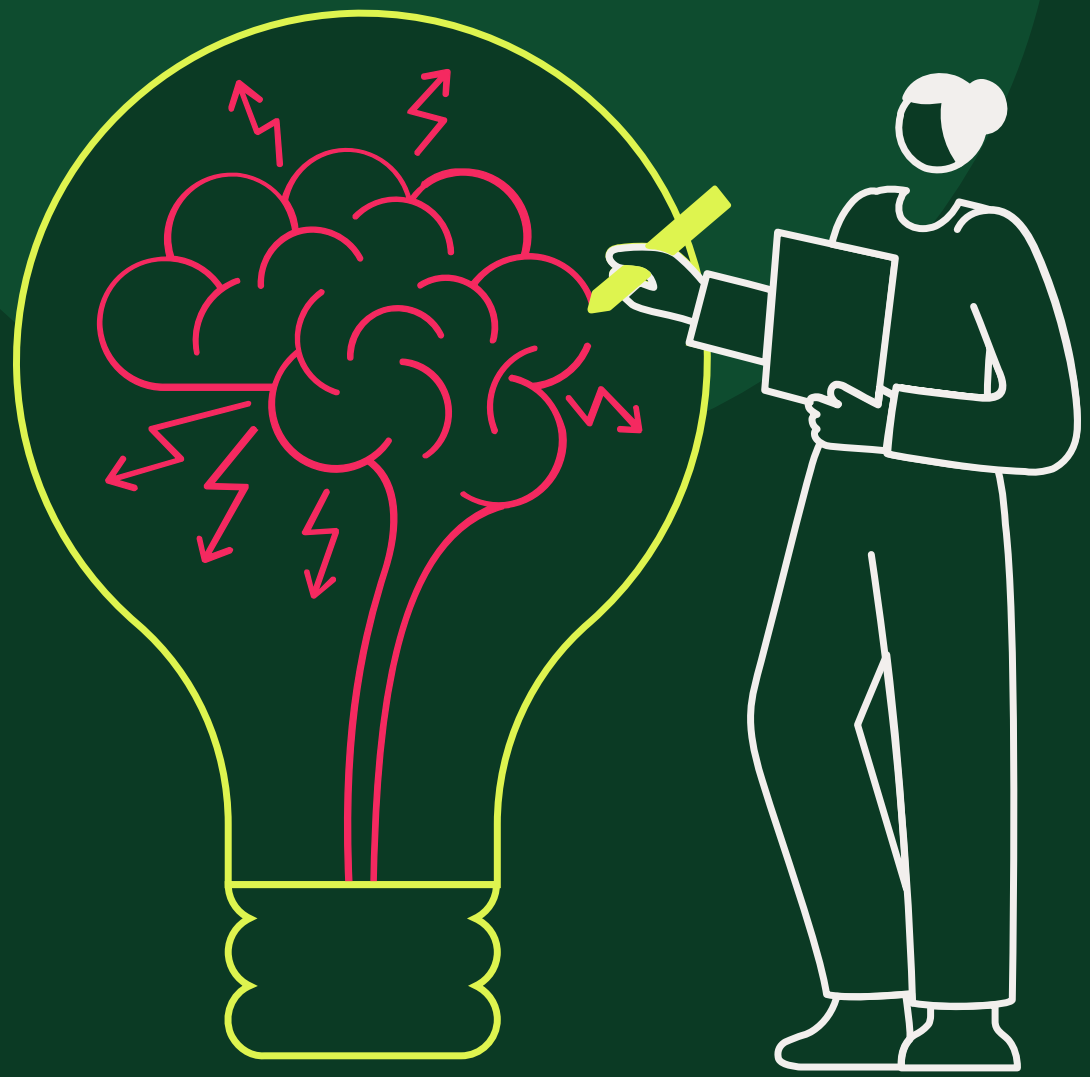
The proposed FY27 Regional Airport Department budget includes funding for 37 positions (37 FTE).

Tourism Santa Fe
FY27 Budget Highlights

The Tourism Department's proposed FY27 budget of $18,278,788 increased by $2 million, or 12.4%, from the original FY26 budget.

The proposed FY27 Tourism Department budget includes funding for 49 positions (49 FTE).

QUESTIONS?



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.

SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
TUESDAY, APRIL 29, 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 Cassutt	3
3.	Salute to the NM Flag	Councilor Feghali	3
4.	Invocation and Remembrances	Councilor Barrett	3
5.	Roll Call	Quorum	3-4
6.	Approval of Agenda	Approved	4
7.	Approval of Consent Agenda	Approved	4
8.	Presentations		
	a. Water Annual Update	Given	4
	b. Planning and Land Use	Given	5
9.	Action Items: Consent Agenda	Approved	5-8
10.	Action Items: Discussion Items		
	a. MOU	Approved	8-9
	b. Scrivener's Correction	Approved	9
11.	Matters from the City Manager	Heard	9
12.	Matters from the City Attorney	Heard	9
	Executive Session	Held	9-10
13.	Executive Session Action Items	None	10
14.	Matters from the City Clerk	None	10
15.	Comm. From Gov. Body	Heard	10
17.	Petitions From The Floor	Heard	10-11

16.	**Introduction of Legislation**			
	a.	**Resolution No. 2026-_____**	**Introduced**	**10-11**
	b.	**Bill No. 2026-6**	**Introduced**	**11-12**
	c.	**Bill No. 2026-9**	**Introduced**	**12-13**
18.	**Public Comment on Bills**		**None**	**13**
19.	**Final Action on Legislation**			
	a.	**Bill No. 2026-8**	**Approved**	**13**
	b.	**Bill No. 2026-5**	**Approved**	**14**
	c.	**Bill No. 2026-03**	**Approved**	**15-16**
	d.	**Bill No. 2026-04**	**Approved**	**16**
20.	**Public Hearings**		**None**	**16**
21.	**Appointments**			
	a.	**North Central NM Econ. Dist**	**Approved**	**16-17**
	b.	**MRC**	**Approved**	**17**
22.	**Adjourn**		**Adjourned at 8:39 pm**	**17**

REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, APRIL 29, 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 29, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

A. COUNCILOR CASSUTT

Recited.

3. SALUTE TO THE NEW MEXICO FLAG

A. COUNCILOR FEGHALI

Recited.

4. INVOCATION AND REMEMBRANCES

A. COUNCILOR BARRETT

Given.

5. ROLL CALL

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

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

6. APPROVAL OF AGENDA

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

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

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

7. APPROVAL OF CONSENT AGENDA

Ms. Cardenas stated that items 9 (G) and 9 (I) have been pulled for discussion by Councilor Castro.

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

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

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

8. PRESENTATIONS

A. CITY OF SANTA FE ANNUAL WATER UPDATE

Given.

B. PLANNING AND LAND USE DEVELOPMENT MANUAL STAKEHOLDER ENGAGEMENT AND RECOMMENDATIONS REPORT

Given.

9. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE APRIL 7, 2026, REGULAR GOVERNING BODY MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE A REQUEST FROM WAGON HOSPITALITY, LLC FOR A RESTAURANT A (BEER AND WINE) LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY AND PATIO SERVICE, TO BE LOCATED AT HYATT PLACE SANTA FE, 4320 CERRILLOS RD., SANTA FE.

Approved on consent.

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.

Approved on consent.

D. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE THE REQUEST FROM SWEETWATER HARVEST KITCHEN, LLC FOR A RESTAURANT A (BEER AND 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.

Approved on consent.

E. REQUEST FOR APPROVAL OF LIQUOR HEARING OFFICER'S RECOMMENDATION TO APPROVE THE REQUEST FROM KELLY LIQUOR BARN FOR THE FOLLOWING:

1. PURSUANT TO SECTION 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 PM TO 10:30 PM.

Approved on consent.

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.

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.

Approved on consent.

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.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Bustamante, to approve the Exclusive Negotiation Agreement.

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

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

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.

Approved on consent.

I. REQUEST FOR APPROVAL OF 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.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to approve the General Services Agreement.

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

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

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.

Approved on consent.

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.

Approved on consent.

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.

Approved on consent.

M. 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.

Approved on consent.

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

Approved on consent.

O. 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.

Approved on consent.

10. ACTION ITEMS: DISCUSSION AGENDA

A. REQUEST FOR APPROVAL OF 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.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Castro,

to approve the Memorandum of Understanding.

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

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

B. REQUEST FOR SCRIVENER'S ERROR CORRECTION FOR ORDINANCE NO. 2026-04. AN ORDINANCE REZONING AND 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.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Castro, to approve the request for scrivener's error correction.

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

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

11. MATTERS FROM THE CITY MANAGER

Heard.

12. MATTERS FROM THE CITY ATTORNEY

Heard.

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.

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

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

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 6:37 pm.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Faulkner, 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 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 7:15 pm.

13. EXECUTIVE SESSION ACTION ITEMS

None.

14. MATTERS FROM THE CITY CLERK

None.

15. COMMUNICATIONS FROM THE GOVERNING BODY

Heard.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Castro, to move to item 17, Petitions From the Floor, as the next item on the agenda.

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

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

No name given. He spoke to the Councilors about them failing the City

Ramos. Ramos spoke to his concern about the ARU.

John Wilkes. Mr. Wilkes spoke to removal of nuclear waste and remediation of LANL waste.

Marsha Emmerton. District 4. Ms. Emmerton spoke against the hotel on Cerrillos and about homelessness.

Brian Bird. District 2. Mr. Bird thanked the Council for approving the speed cameras and gave his support for bill regarding reckless driving and aggressive driving.

Meghan. District 2. Meghan spoke about urban farming and her request to update the urban farming Ordinance.

Andres Mercado. Mr. Mercado spoke about reduction in services in mobile health.

Molly Langley. District 2. Ms. Langley thanked the Council for their service and for voting for the noise and speed cameras.

Shane Brown. Taos. Spoke about draft resolution being done for Governing Body opposing pit production.

Jennifer Reed. District 2. Ms. Reed spoke in support of the noise and speed cameras and legislation regarding aggressive driving.

Stephanie Beninato. District 2. Ms. Beninato spoke in opposition to efforts to do away with the H Board and enforcement on political signs and Zorro Ranch issue.

16. INTRODUCTION OF LEGISLATION

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

Introduced.

B. CONSIDERATION OF BILL NO. 2026-6. ADOPTION OF ORDINANCE NO. 2026-_____. 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.

Introduced.

MOTION A motion was made by Mayor Garcia, seconded by Councilor Castro, to waive the procedural rules and change the committee schedule for Bill No. 2026-6. The new committee schedule will be May 13th for public comment at Governing Body; Public Works on May 18th; Quality of Life on May 20th; Governing Body and MRC on June 6th.

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

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 Cassutt, seconded by Councilor Faulkner, to suspend the procedural rules and add to the committee schedule EDAC on May 6th.

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

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

C. CONSIDERATION OF BILL NO. 2026-9. ADOPTION OF ORDINANCE NO. 2026-_____. 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 OF 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 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 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.

Introduced.

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

None.

19. FINAL ACTION ON LEGISLATION (PUBLIC HEARING)

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

Stephanie Beninato. Ms. Beninato spoke against the Bill and against alcohol use.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Faulkner, to approve Bill No. 2026-8.

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

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

B. CONSIDERATION OF BILL NO. 2026-5. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE") IN THE TOTAL AMOUNT OF $2,500,000, INCLUDING A LOAN AIN 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 THE EXECUTION AND DELIVERY OF THE LOAN/GRANT AGREEMENT.

Stephanie Beninato. Ms. Beninato spoke in favor of the Bill.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve Bill No. 2026-5.

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

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

C. CONSIDERATION OF BILL NO. 2026–3. 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 2-9.4 TO ESTABLISH THE 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 2-9.7 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 RENAMING SECTIONS 2-14, 2-15, AND 2-20 SFCC 1987, REPEALING EXHIBIT C OF SFCC 1987. "CITY ORGANIZATION".

Ramos. Ramos spoke to the support of paramedics and EMS service.

Andres Mercado. Mr. Mercado spoke in support of mobile healthcare servcies and EMS.

Stephanie Beninato. Ms. Beninato spoke in support of the Bill.

MOTION A motion was made by Commissioner Feghali, seconded by Councilor Bustamante, to approve Bill No. 2026-03.

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

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

D. 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 PLAN 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 AN 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.

There was no public comment.

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

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

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

Mayor Garcia said this bill will be on the agenda for the meeting on May 13th for final approval.

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

None,

21. APPOINTMENTS

A. NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

- **JOHANNA NELSON - APPOINTMENT AS ALTERNATE - TERM ENDING 12/2027**

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Cassutt, to approve the appointment to the North Central New Mexico Economic Development District.

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

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

B. METROPOLITAN REDEVELOPMENT COMMISSION

- **ROBERT GONZALEZ - APPOINTMENT - TERM ENDING 01/2031**

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

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

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

22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 8:39 pm.

_____
Mayor Michael Garcia

Attested To By:

_____
Geralyn Cardenas, Interim City Clerk

Respectfully Submitted By:

_____
Elizabeth Martin, Stenographer

GOVERNING BODY MEETING
EXECUTIVE SESSION
April 29, 2026

The Governing Body of the City of Santa Fe met in an executive session duly called on April 29, 2026, beginning at 6:41 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, 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)

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

NOT PRESENT
Councilor Chavez

STAFF PRESENT
Brian Moya, Interim City Manager
Andrea Philips, Deputy City Manager
Marcos Martinez, City Attorney
Geralyn Cardenas, City Clerk
Terry Lease, Asset Manager (left at 6:57 PM)

There being no further business to discuss, the executive session was adjourned at 7:09 p.m.

CITY OF SANTA FE SEAL JULY 13, AD 1891 NEW MEXICO

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

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division
Special Dispenser Permit Intake Application
Application Number: PAR-0000426619

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

License Holder Information

Type of Dispenser Permit: Special Dispenser Public 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: PRIDE Santa Fe
Event Venue: Outdoor
Event Start Date: 06/27/2026
Event End Date: 06/27/2026
No of Days of Event: 1
Does this event allow guests of all ages: Yes
Will wristbands be used to assist in identifying attendees 21 years of age and older: Yes
Event Description: Pride garden

Event Physical Address

Event Street: Lincoln Ave. and Marcy St.
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: 06/27/2026
Time Event Begins: 9:00 AM
Time Event Ends: 4:00 PM
Time of Alcohol Service: Begins at: 11:30 AM
Ends at: 3:30 PM
Total No. of Attendees Expected at Event: 14000
Total No. of Attendees Expected to Consume Alcohol: 500

Sponsor Information

Event Sponsor Name (Event Organizer): The Human Rights Alliance
Event Sponsor Contact Person: Kevin Bowen
Event Sponsor Contact Email: kevinb@hrasantafe.org
Event Sponsor Contact Phone: 3053359864

Security Information

Security Type: Licensed Security Company
Number of Security Guards at Event: 2
Licensed Security Company Name: SAS

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

Alcoholic Beverage Control Division

Special Dispenser Permit Intake Application

Application Number: PAR-0000426619

NMRLD
NEW MEXICO REGULATION & LICENSING DEPARTMENT

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 H 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 H JO

Signature: [signature] **Date:** 04/29/26

Local Governing Body Approval

Print Name: Gregory E. Cardenas **Title:** City Clerk

Signature: [signature] **Date:** 4/30/26

Phone No.: 505-955-10519 **Fax:**

April 28, 2026

Star Investment, LLC
2885 Cerrillos Rd.
Santa Fe, NM 87507

To Whom It May Concern,

I attest that the City of Santa Fe is the landowner of Lincoln Ave. and Marcy St.

I, Brian Moya, Interim City Manager of the City of Santa Fe grant permission to Star Investment, LLC, Kelly's Liquor Barn to manage and conduct alcohol sales at the above-mentioned property, on Saturday, June 27, 2026, from 11:30am to 3:30pm, for "Pride Santa Fe" event, as detailed in the application(s).

Please do not hesitate to call the City Clerk's Office at 505.955.6520 if you have any questions.

Sincerely,

ANDREA PHILLIPS (Apr 29, 2026 14:09:50 MDT)

Andrea Phillips
Deputy City Manager
on behalf of Brian Moya
Interim City Manager

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

PRIDE2026
Santa Fe

Beer Garden

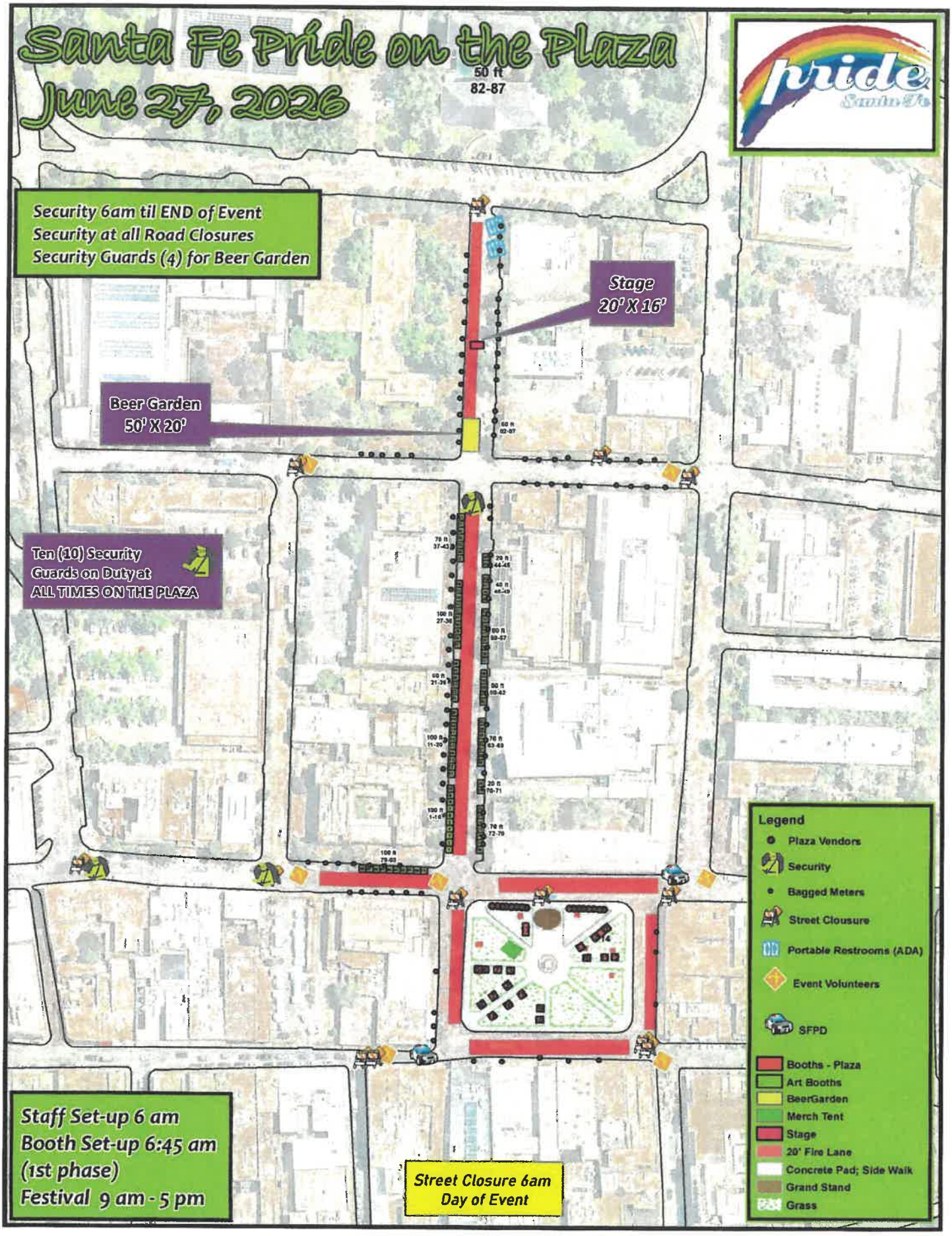
Location: on Lincoln Ave:

Square footage: 1000 sq ft

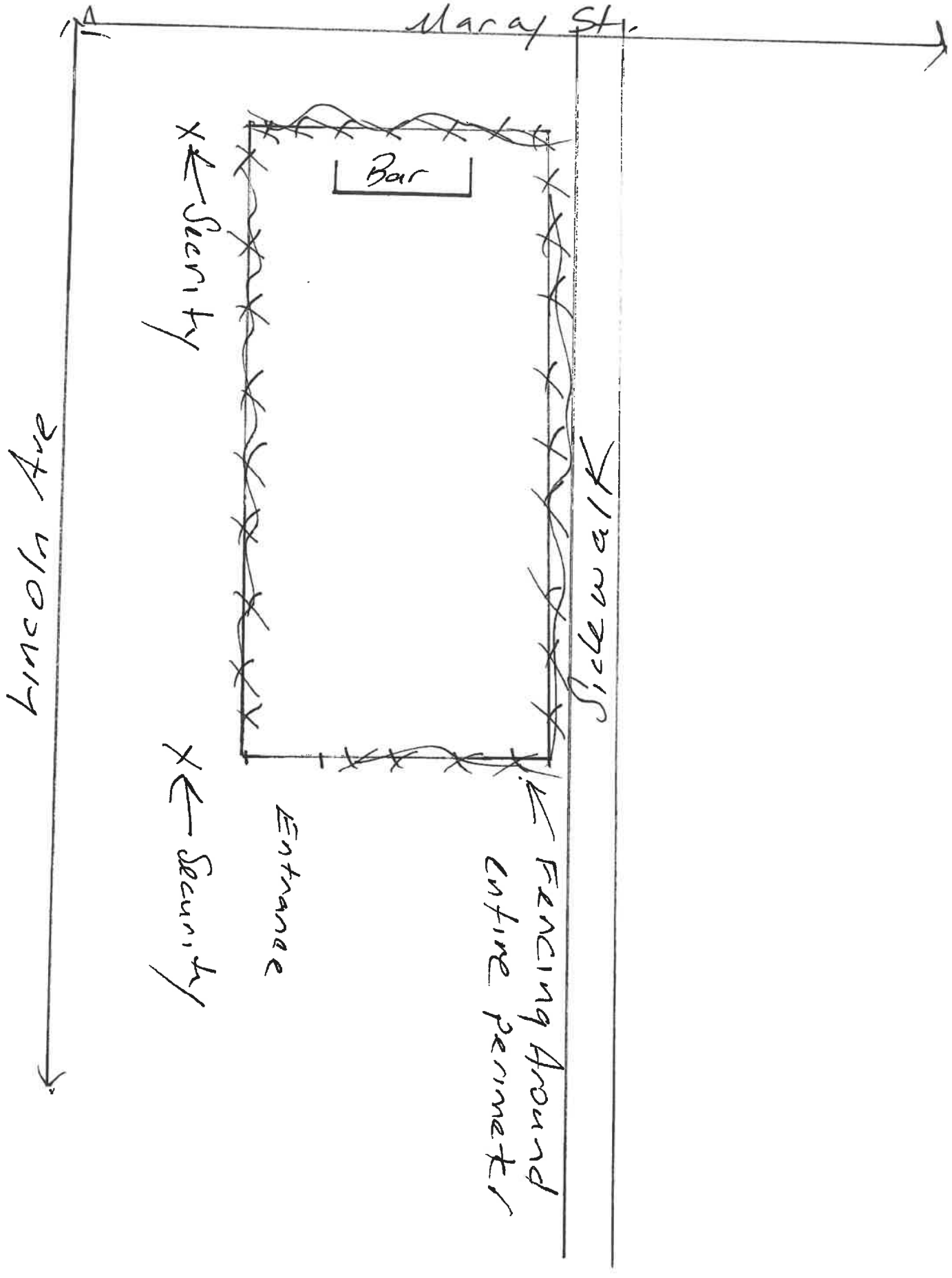
There will be two security guards stationed at the Garden.

The Garden will be enclosed in a double 4 ft fencing with only one egress in or out.

There will be one bar only.


Santa Fe Pride on the Plaza
June 27, 2026
50 ft
82-87
pride
Santa Fe
Security 6am til END of Event
Security at all Road Closures
Security Guards (4) for Beer Garden
Stage
20' X 16'
Beer Garden
50' X 20'
Ten (10) Security
Guards on Duty at
ALL TIMES ON THE PLAZA
Legend
Plaza Vendors
Security
Bagged Meters
Street Clousure
Portable Restrooms (ADA)
Event Volunteers
SFPD
Booths - Plaza
Art Booths
BeerGarden
Merch Tent
Stage
20' Fire Lane
Concrete Pad; Side Walk
Grand Stand
Grass
Staff Set-up 6 am
Booth Set-up 6:45 am
(1st phase)
Festival 9 am - 5 pm
Street Closure 6am
Day of Event

Beer Garden MAD



Kelly/Liquor Barn Server List

Benjamin Rojas	S129060	Exp. 01/12/27
Maria Vargas-Hernandez	S129128	Exp. 01/20/27
Young Rang Kelly Jo	S109549	Exp. 03/30/26 (back up)
Grace Lee	S079752	Exp. 06/19/27 (back up)

CITY OF SANTA FE, NEW MEXICO

ORDINANCE NO. 2026-12

INTRODUCED BY:

Councilor Alma Castro

AN ORDINANCE

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;

(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, the governing body may approve by 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 clerk's written recommendation for approval shall

specify 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 occur at least thirty (30) days in advance of the event. The recommendation shall be limited to authorize a single event.

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.

PASSED, APPROVED, and ADOPTED this 29th day of April, 2026.

MICHAEL GARCIA, MAYOR

ATTEST:

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martinez
Marcos D. Martinez (Apr 30, 2026 11:28:59 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

Bill No. 2026-8

Legislation/2026/Ordinance/2026-9(O)/Amending Section 23-6 to Remove Resolution Requirement for Alcohol Sales on City Property

60-6A-12. Special dispenser's permits; state and local fees.

A. Any person holding a dispenser's license in any local option district where a public celebration is to be held may dispense alcoholic beverages at the public celebration upon receiving written approval from the governing body in charge of the public celebration and upon the payment of fifty dollars ($50.00) to the department for a special dispenser's permit.

B. As used in this section, "public celebration" includes any state fair, county fair, community fiesta, cultural or artistic performance or professional athletic competition of a seasonal nature or activities held on an intermittent basis.

C. In addition to the state fee and if previously provided for by ordinance, the governing body of the local option district in which the public celebration is held may charge an additional fee not to exceed twenty-five dollars ($25.00) per day for each day the permittee dispenses alcoholic beverages. The permittee shall be subject to all state laws and regulations and all local regulations regulating dispenser's privileges and disabilities. All fees collected by the governing body of the local option district may be used to fund free ride home programs.

D. Any person holding a dispenser's license may be issued a special dispenser's permit by the director allowing the dispensing of alcoholic beverages at a function catered by that business, provided the governing body of the local option district has given the person seeking the permit written approval to dispense alcoholic beverages at the catered function. The permit shall be valid for no more than twelve hours. To apply for the permit, the holder of a dispenser's license shall submit a fee of twenty-five dollars ($25.00) together with such information as the director may require. The permittee shall be subject to all state laws and regulations and all local regulations except that the permittee shall not be required to suspend the dispensing of alcoholic beverages at the licensed premises solely because of the issuance of the special dispenser's permit.

E. The person holding a dispenser's license and his employees shall be the only persons permitted to dispense alcohol during the function for which the permit was sought. Issuance of the special dispenser's permit is within the director's discretion and is subject to any reasonable requirements imposed by the director.

F. Any person holding a dispenser's license in a local option district in which Sunday sales of alcoholic beverages are not otherwise permitted pursuant to the Liquor Control Act [60-3A-1 NMSA 1978] may dispense beer and wine on Sunday at any public celebration for which it has received a concession from the governing body in charge of the public celebration, provided the governing body of that local option district has by resolution expressly permitted such beer and wine sales on Sunday at that public celebration in accordance with the provisions of this section.

G. Any person holding a dispenser's license who dispenses alcoholic beverages at a church's public celebration under a special dispenser's permit pursuant to this section may donate to the church holding the public celebration any portion of the profits from the sale of alcoholic beverages at that public celebration. Employees of that dispenser or other individuals who have completed a certified alcohol server training program may donate to the church holding a public celebration their services as servers of alcoholic beverages at that public celebration.

History: Laws 1981, ch. 39, § 29; 1989, ch. 144, § 1; 1993, ch. 68, § 6; 1997, ch. 265, § 1; 1998, ch. 79, § 1.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/23/2026

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	CONTACT NAME: CONRAD SCHOTT	
Zia Ins. Agency, Inc. / Capitol Ins. Services LLC 810 Calle Mejia Suite 106 Santa Fe NM 87501	PHONE (A/C, No, Ext): (505) 983-7329	FAX (A/C, No): (505) 986-6116
	E-MAIL ADDRESS: conrad@ziainsurancesf.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
THE SANTA FE HUMAN RIGHTS ALLIANCE P O BOX 8640 SANTA FE NM 87504-8640	INSURER A : UNITED STATES LIABILITY INSURANCE CO	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2021-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		NBP1561633E	06/10/2026	06/10/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

RE: PRIDE 2026
DATE: June 27, 2026
LOCATION: All City of SF Parks

THE CERTIFICATE HOLDER LISTED BELOW IS AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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UNITED STATES LIABILITY INSURANCE GROUP
WAYNE, PENNSYLVANIA

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

BLANKET ADDITIONAL INSURED ENDORSEMENT

Section II – LIABILITY, **C., Who Is An Insured** is amended to include as an insured any person, entity or organization that is:

1. A franchisor under a franchise agreement with the Named Insured as franchisee relating to "your work"; or
2. A licensor under a license agreement with the Named Insured as licensee relating to "your work"; or
3. A co-owner with the Named Insured in premises used for "your work"; or
4. A majority owner with a controlling interest in the Named Insured but only with respect to liability arising out of such owner's (i) financial or operational control of the Named Insured; or (ii) ownership, maintenance or use of premises leased or occupied by the Named Insured for purposes of "your work"; or
5. A mortgagee, assignee or receiver of the Named Insured relating to "your work"; or
6. A lessor, or an agent of a lessor, under a lease agreement with the Named Insured as lessee relating to "your work"; or
7. A grantor of a permit to the Named Insured as permitee relating to "your work". However, if the grantor of a permit is a federal, state or local government or political subdivision, there is coverage under this endorsement only for liability arising from:
   a. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
   b. The construction, erection or removal of elevators; or
   c. The ownership, maintenance or use of any elevators covered by this insurance; or
8. A lessor of equipment leased to the Named Insured relating to "your work"; or
9. A contributor, benefactor, or supporter who provides financial assistance to the Named Insured in connection with "your work".

but only to the extent the Named Insured is required to add such person, entity or organization as an additional insured to this policy under a written contract, written permit or written agreement relating to "your work".

Such person, entity or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that is caused, in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in connection with "your work" while such written contract, written permit or written

City of Santa Fe, New Mexico
Memorandum

DATE: **April 13, 2026**

TO: **Finance Committee, Public Works and Utilities, and Governing Body**

FROM: **Jimmy Gunn, Interim Airport Director** jg

VIA: **Paulette Ortiz, Grant Administrator**

ITEM AND ISSUE:

Request For Approval of Amendment #1 to the U.S Department of Transportation Federal Aviation Administration for grant # 065 to increase the compensation by $244,007 for a new total contract amount of $6,333,707 for the reconstruction of the Terminal Apron.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $6,333,707 to Increase WIP Construction Fund Using NMDOT Funding for the Reconstruction of the Terminal Apron.

(Jimmy Gunn, Interim Airport Director, jdgunn@santafenm.gov; Paulette Ortiz, Administrative Grant Administrator, pkortiz@santafenm.gov)

BACKGROUND AND SUMMARY:

The Department of Transportation has issued an amendment to Grant 065. Grant 065 was approved by the City of Santa Fe Governing Body on November 4, 2024 for $6,089,700. The amended grant is for an additional $244,007 making the total amount $6,333,707. This grant will be used for the reconstruction of the Terminal Apron.

ACTION:

Approval to accept Amendment #1 to the USDOT Aviation Grant 065 in the amount of $6,333,707 and Approval of a BAR increase in the amount of $244,007.

COMMITTEE REVIEW:

Finance Committee: 4/27/2026
Public Works and Utilities: ~~4/20/2026~~ 5/11/2026
Governing Body: ~~4/29/2026~~ 5/13/2026

Grants Manager

ERIKA LUJAN
ERIKA LUJAN (Apr 20, 2026 11:04:29 MDT)

Apr 20, 2026

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

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

DEPARTMENT / DIVISION NAME	DATE
Airport	3/3/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR2554506	244,007	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
USDOT	5450407	490550	AIR2554506	(244,007)	
				$ -	$ -

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

Amendment for increase for FAA grant 065.

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

Paulette Ortiz — 4/6/2026
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Apr 20, 2026
Budget Officer — Date

ANDREA PHILLIPS (Apr 21, 2026 14:32:08 MDT) — Apr 21, 2026
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
Louisiana,New Mexico

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

Jimmy Gunn
Interim Airport Director
PO Box 909
Santa Fe, NM 87504

Dear Mr. Gunn:

Santa Fe Regional Airport

City of Santa Fe

AIP Grant No 3-35-0037-065-2024

UEI No QLN2YKMMJ8X6

Letter Amendment (Amendment No.1)

This is in response to your letter dated February 27, 2026, requesting an amendment to the Grant Agreement for the subject AIP project to: increase the maximum obligation of the United States as set forth in the Grant Agreement accepted by the Sponsor, on September 16, 2024. This letter, together with your letter, effects the amendment, as requested, and commits the Federal Aviation Administration, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by $244,007.00 (from $6,089,700.00 to $6,333,707.00) to cover the Federal share of the total actual eligible and allowable project costs.

Under the terms of the Grant Agreement, this document is incorporated into and constitutes Amendment No. 1 to the above referenced Grant Agreement. All other terms and conditions of the Grant Agreement remain in full force and effect.

Sincerely,

JUSTIN R BARKER

Digitally signed by JUSTIN R BARKER
Date: 2026.04.02 16:22:25 -05'00'

Signature

Justin Barker

Name

Manager

Title

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

CITY OF SANTA FE:

_____
MICHAEL GARCIA, MAYOR

DATE:_____

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martínez
Marcos Martínez (Apr 13, 2026 14:57:00 MDT)
MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Apr 21, 2026 14:32:08 MDT) Apr 21, 2026
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

DATE: February 27, 2026

TO: Jamie Fuller, Federal Aviation Administration

VIA: Jimmy Gunn, Interim Airport Director

From: Paulette Ortiz, Grant Administrator

This memo serves as a formal request to amend grant 65 which was granted to the Santa Fe Regional Airport in the amount of $6,089,700 to provide funding for the reconstruction of the Terminal Apron at SAF.

SAF is requesting to have grant 65 amended to include an additional $244,007 for reconstruction of the terminal apron's unanticipated cost.

Thank you,

Jimmy Gunn, Interim Airport Director

jdgunn@santafenm.gov

SPONSORS BUDGET ANALYSIS

LOCATION	Santa Fe Regional (SAF)
AIP PROJECT NUMBER	3-35-0037-065-2024

LAND ACQUISITION	$	
CONSTRUCTION		7,436,758
ENGINEERING		89,684
ADMINISTRATIVE		-
INSPECTION		234,381
TESTING		-
EQUIPMENT		-
OTHER (SPECIFY) Flgt Check		-
Program Management (if applicable)		-
TOTAL	$	7,760,824

REMARKS:

Terminal Apron Reconstruction

			Existing Grants	Additional Request
PROJECT COSTS:	$	7,760,824	7,461,837	298,987
FAA share (81.61127%, Grant 65)	$	6,333,707	6,089,700	244,007
State Share (16.55%)	$	1,284,405	1234923	49,482
City Share (1.84%)	$	142,712	137214	5,498

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 3/5/26 UPDATED-AMEND 1

Project Title: TERMINAL APRON RECONSTRUCTION

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AIR2554506

Grant ID: F2516 & S2552

Approved By: [signature] Mar 5, 2026

ERIKA GUIAN (Mar 5, 2026 16:06:44 MST)

CK (Finance Use Only)

Department: PW-AIRPORT Project Manager: K.BYNON Ext: 2909

Project Date Range: 9/16/24 to 9/16/28 ☐ Create Fixed Asset

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

Funding Source: FED FAA #65 % of Funding: Up to 93.75%

MUNIS ORG: 5450407 MUNIS OBJ: 490550 Awarded Amount: 6089700.00

Funding Source: STATE NMDOTAD SAF ~~26-03~~ SAF 25-03 A1 % of Funding: 16.55%

MUNIS ORG: 5450407 MUNIS OBJ: 490150 Awarded Amount: 1296856.00

Expense String Phase:

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

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

Phase: CONSTRUCTION MUNIS ORG: 5450407 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: USDOTFAA #65 Expires 9/16/2028 Awarded Amount: 6089700.00

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

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

Grantor Name: NMDOTAD-SAF ~~26-03~~ SAF 25-03 A1 INCREASED AMOUNT Awarded Amount: 1296856.00

AR Charge Code: 5450407.490150 Expires 12/10/2026 ☐ Grant funds multiple projects (Complete a form for each project)

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

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

CITY OF SANTA FE

Date: October 10, 2024

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

Via: James Harris, Airport Manager James Harris (Oct 10, 2024 15:08 MDT)

From: Kelly Bynon, Administrative Manager, kabynon@santafenm.gov Kelly Bynon

Subject: FAA Grant # 3-35-0037-065-2024

ITEM AND ISSUE:
Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-065-2024 in the Amount of $6,089,700 for the Reconstruction of the Airport Apron.

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $6,089,700 in Increase WIP Construction using U.S. Department of Transportation Federal Aviation Administration Funding for the Reconstruction of the Airport Apron.

(Kelly Bynon, Administrative Manager, kabynon@santafenm.gov)

Action Requested: Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-065-2024 in the Amount of $6,089,700 for the Reconstruction of the Airport Apron.

1. Ratification of the City Manager's Approval of U.S. Department of Transportation Federal Aviation Administration Grant # 3-35-0037-065-2024 in the Amount of $6,089,700 for the Reconstruction of the Airport Apron.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport has been awarded a grant from the U.S. Department of Transportation Federal Aviation Administration with a maximum obligation the amount of $6,089,700. This grant will be used for the Reconstruction of the Airport Terminal Apron. The FAA will pay 93.75% of the allowable costs incurred during this project.

This grant was offered to the Santa Fe Regional Airport on September 11, 2024. Due to the U.S Department of Transportation's Fiscal Year ending on September 30, 2024, they required that this grant be fully executed no later than September 17th, 2024 otherwise the Santa Fe Regional Airport forfeited these funds. With these factors in mind, the decision was made to request the City Managers approval of this grant, and then later ratify his approval through the City of Santa Fe's required processes.

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

Chief Procurement Officer Approval: N/A **Date:** _____
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The Project ledger number for this grant is AIR2554506.

$$$$$ SOURCE/REVENUE: N/A

No internal funding source. This packet is the Acceptance of a Grant and approval of BAR Only.

List grant award number*:3-35-0037-065-2024* _____

Grant Manager / Accounting Officer Approval: Erika Lujan Erika Lujan (Oct 11, 2024 10:01 MDT) **Date:** Oct 11, 2024
Comment/Exceptions: _____

Project Ledger #: AIR2554506

Budget Officer Approval: Andy Hopkins **Date:** Oct 11, 2024
Comment/Exceptions: _____

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

☐**Yes |** ☒ **N/A**

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐**Yes |** ☒ **N/A**
If yes -> ☐**Repair |** ☐ **Replacement**

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ **Yes |** ☒ **N/A**

Project Ledger #: _____

Anticipated length of project: _____

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

Department Approvals:
IT Components: ☐ **Yes** | ☒ **N/A**
Vehicles: ☐ **Yes** | ☒ **N/A**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **N/A**

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

Department Contract Administrator Contact Info:

ATTACHMENTS:
Grant
BAR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Airport	10/10/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5450407	572970	AIR2554506	6,089,700	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
US Dept of Transportation	5450407	490550	AIR2554506	(6,089,700)	
				$ -	$ -

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

US Department of Transporation Federal Aviation Administration Grant #3-35-0037-065-2024

was awarded in the amount of $6,089,700 for: Recontruct Apron Terminal, recontruct perimeter fencing, extend 15/33

install signage/marking 15/33.

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

Kelly Bynon — 10/10/2024
Prepared By *{print name}* — Date

James Harris (Oct 10, 2024 15:08 MDT) — Oct 10, 2024
Division Director Signature *{optional}* — Date

LAYLA ARCHULETTA-MAESTAS — Oct 10, 2024
LAYLA ARCHULETTA-MAESTAS (Oct 10, 2024 15:10 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval D

Agenda Item #:

Andy Hopkins — Oct 11, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

U.S. Department of Transportation
Federal Aviation Administration

Airports Division
Southwest Region
New Mexico

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

October 10, 2024

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

Dear Alan Webber:

The Grant Offer for Airport Improvement Program (AIP) Project No. **3-35-0037-065-2024** at Santa Fe Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

***Steps You Must Take to Enter Into Agreement*.**

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 17, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

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

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

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

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

FAA Contact Information. Jason Williams, (817) 222-5154, jason.c.williams01@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

James Harris (Oct 10, 2024 15:08 MDT)

Justin Barker
Manager

U.S. Department
of Transportation
Federal Aviation
Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	October 10, 2024
Airport/Planning Area	Santa Fe Regional Airport
Airport Infrastructure Grant Number	3-35-0037-065-2024
Unique Entity Identifier	QLN2YKMMJ8X6

TO: City of Santa Fe

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated September 03, 2024, for a grant of Federal funds for a project at or associated with the Santa Fe Regional Airport, which is included as part of this Grant Agreement; and

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

Reconstruct Apron Terminal, Reconstruct Perimeter Fencing, Construct/Extend Safety Area 15/33, Install Runway Signage/Markings 15/33

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (93.75) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$6,089,700**.

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

   $6,089,700 for airport development or noise program implementation; and,

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

   a. Period of Performance:

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

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

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

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

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

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

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 17, 2024**, or such subsequent date as may be prescribed in writing by the FAA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    a. May not be increased for a planning project;

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

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

        1. 15 percent; or

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

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

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

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

        1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

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

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

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

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

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

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

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

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

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

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

22. **Trafficking in Persons.**

a. *Posting of contact information.*

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

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

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

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

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

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

c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –

   i. Associated with performance under this Grant; or

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

d. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:

   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions.* For purposes of this Grant Condition:

1. "Employee" means either:

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

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

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

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

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

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

i. Gross mismanagement of a Federal grant;

ii. Gross waste of Federal funds;

iii. An abuse of authority relating to implementation or use of Federal funds;

iv. A substantial and specific danger to public health or safety; or

v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

i. A member of Congress or a representative of a committee of Congress;

ii. An Inspector General;

iii. The Government Accountability Office;

iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;

v. A court or grand jury;

vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.

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

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights

may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

SPECIAL CONDITIONS

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

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

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

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

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

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

            ii. Dimensions;

            iii. Type of pavement; and,

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

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition

Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

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

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

   i. Inspection date;

   ii. Location;

   iii. Distress types; and

   iv. Maintenance scheduled or performed.

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

31. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

   1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

   2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

   3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

   4. Qualifications of engineering supervision and construction inspection personnel;

   5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

   6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure

or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

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

33. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

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

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

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

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

James Harris (Oct 10, 2024 15:08 MDT)

(Signature)

James Harris

(Typed Name)

Airport Manager

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated October 10, 2024

City of Santa Fe

(Name of Sponsor)

LAYLA ARCHULETTA-MAESTAS

LAYLA ARCHULETTA-MAESTAS (Oct 10, 2024 15:10 MDT)

John Blair (Sep 16, 2024 10:28 MDT)

(Signature of Sponsor's Authorized Official)

By: LAYLA ARCHULETTA-MAESTAS

(Typed Name of Sponsor's Authorized Official)

Title: Deputy City Manager

(Title of Sponsor's Authorized Official)

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

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Agreement as of the date of the signature of below.

RATIFIED
BY:

Alan Webber (Nov 4, 2024 12:13 MST)

ALAN WEBBER, MAYOR

DATE: Nov 4, 2024

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

GB MTG 10/30/2024 XIV

CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

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

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

C. Sponsor Certification.

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

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

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

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

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

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

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

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

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

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

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

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

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

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

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

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

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

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

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

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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

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

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

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

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

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

5. Preserving Rights and Powers.

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

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

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

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

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

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

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance-Management.

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

12. Terminal Development Prerequisites.

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

13. Accounting System, Audit, and Record Keeping Requirements.

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

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

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

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

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

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

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

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

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

19. Operation and Maintenance.

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

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

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

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

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

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

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

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

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

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

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

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

23. Exclusive Rights.

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

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

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

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

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

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

26. Reports and Inspections.

It will:

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

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

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

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

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

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

"The (City of Santa Fe), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

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

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

31. Disposal of Land.

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

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

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

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

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of September 03, 2024.

35. Relocation and Real Property Acquisition.

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

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

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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

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

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

GB_Airport_FAA Grant 065 Packet

Interim Agreement Report 2024-10-11

Created:	2024-10-10
By:	Kelly Bynon (kabynon@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAj0LI2E5eV0u6rqqjKFCOPICDI4pOV9AG

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"GB_Airport_FAA Grant 065 Packet" History

Document created by Kelly Bynon (kabynon@santafenm.gov)
2024-10-10 - 8:46:12 PM GMT- IP address: 63.232.20.2

Document emailed to James Harris (jcharris@santafenm.gov) for signature
2024-10-10 - 8:48:45 PM GMT

Email viewed by James Harris (jcharris@santafenm.gov)
2024-10-10 - 9:07:49 PM GMT- IP address: 174.231.19.114

Document e-signed by James Harris (jcharris@santafenm.gov)
Signature Date: 2024-10-10 - 9:08:58 PM GMT - Time Source: server- IP address: 174.231.19.114

Document emailed to LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov) for signature
2024-10-10 - 9:08:59 PM GMT

Email viewed by LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov)
2024-10-10 - 9:09:44 PM GMT- IP address: 104.47.64.254

Document e-signed by LAYLA ARCHULETTA-MAESTAS (lsarchulettamaestas@santafenm.gov)
Signature Date: 2024-10-10 - 9:10:30 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to evlujan@santafenm.gov for signature
2024-10-10 - 9:10:31 PM GMT

Email viewed by evlujan@santafenm.gov
2024-10-10 - 10:21:31 PM GMT- IP address: 104.47.64.254

Signature: XAVIER VIGIL
XAVIER VIGIL (Nov 4, 2024 12:06 MST)

Email: xivigil@santafenm.gov

24-0639 United States Department oif Transportation Federal Aviation Administration

Final Audit Report 2024-11-04

Created:	2024-11-04
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhsuq_138Ss3idse3iYTISBysKfRN5G5j

"24-0639 United States Department oif Transportation Federal A viation Administration" History

Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-11-04 - 7:01:53 PM GMT- IP address: 63.232.20.2

Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2024-11-04 - 7:06:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-11-04 - 7:06:31 PM GMT

Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-11-04 - 7:13:28 PM GMT- IP address: 104.28.85.158

Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-11-04 - 7:13:44 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-11-04 - 7:13:50 PM GMT

Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-11-04 - 8:36:37 PM GMT- IP address: 104.47.65.254

Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-11-04 - 8:36:45 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-11-04 - 8:36:45 PM GMT

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CITY OF SANTA FE

The Purchasing Memo

Date: April 27, 2026

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

From: P. Fred Heerbrandt, P.E., Engineer Supervisor P. Fred Heerbrandt, P.E.

Via: Michael Dozier, Wastewater Management Division Director

Subject: Trojan UV3000 Replacement Parts

Vendor Name: Trojan Technologies, Inc.

Munis Vendor Number: 10891

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a General Services Contract in the total amount of $2,000,000 for Replacement Parts and Materials for a term of four (4) years with Trojan Technologies, Inc. We are planning on spending about $500,000 a year counting from the date signed.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260379.

BACKGROUND AND SUMMARY:

This procurement, FY26-ITB-050, seeks to establish a source of supply for parts and materials for supporting the operation and maintenance of a Trojan UV3000 ultraviolet disinfection system, manufactured by Trojan Technologies, Inc. All parts shall be OEM-sourced or equivalent.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Wastewater Enterprise Fund/Fund 500

Munis Org Name/Number: WW-Treatment Plant/5000367

Munis Object Name/Number: Operating Supplies/530200

Budget Officer / Designee: Andy Hopkins **Date:** 04/28/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

ITB #FY26-ITB-050 was due on February 12, 2026. Two bids were received. One contract was awarded to

the lowest bidder, Trojan Technologies, Inc.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano **Date:** 04/29/2026

KP
AP (Apr 28, 2026 08:49:04 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 with bid sheet
Bid Tab

CITY OF SANTA FE

GENERAL SERVICES CONTRACT

Trojan Technologies UV3000 Parts

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Trojan Technologies Corporation herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

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

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

C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.

D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. SCOPE OF WORK

The Contractor shall supply Goods:

This procurement seeks to establish a source of supply for parts and materials supporting the operation and maintenance of a Trojan UV3000 ultraviolet disinfection system, manufactured by Trojan Technologies, Inc. All parts shall be OEM-sourced or equivalent. Vendor must stock and be able to supply any and all parts below with minimal lead times, attached as Exhibit A.

3. COMPENSATION

A. The City shall compensate the Contractor for the goods described in the Scope of Work, based on the itemized amounts and/or rates specified in Exhibit A. The City agrees to pay the Contractor a maximum amount of $2,000,000 over the term of the contract.

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. City shall pay Contractor interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature**. A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. 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, **upon written notice and after Contractor's failure to cure such default within fifteen business (15) days of receipt of notice,** 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.

6. TERMINATION

A. Grounds. Either party 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..

B. 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) after written notice and failure to cure within a reasonable period; 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.*

7. 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 the "Termination" Article herein, or to agree to the reduced funding.

8. STATUS OF CONTRACTOR

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

9. 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.

10. 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.

11. 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.

12. INSPECTION OF PLANT

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. COMMERCIAL WARRANTY

The contractor warrants to the City that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. If Contractor breaches this warranty and the City notifies Contractor of such breach within 30 days of the end of the applicable warranty period, Contractor will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by City to Contractor for the nonconforming Goods and/or Services.City. The contractor expressly disclaim warranties of fitness for a particular purpose or merchantability.

14. **Intellectual Property; Information Technology; Privacy.** Contractor retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and City receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No City information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to City. To help ensure mutual compliance with applicable privacy laws, City will not provide to or share with Company any personal data or personally identifiable information.

15. CONDITION OF PROPOSED ITEMS

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. RECORDS AND AUDIT

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to

audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. 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.

18. RELEASE

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from **claims for payment, invoicing, or financial compensation** arising from or under this Contract. 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.

19. 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 prior written approval by the City.

20. CONFLICT OF INTEREST

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this 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.

21. APPROVAL OF CONTRACTOR REPRESENTATIVES

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

22. SCOPE OF CONTRACT; MERGER

This Contract incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the FY26-ITB-050 - Trojan Technologies UV3000 Parts and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. NOTICE

The Procurement Code, 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 bribes, gratuities, and kickbacks.

24. EQUAL OPPORTUNITY COMPLIANCE

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

25. INDEMNIFICATION

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees. Any and all indemnification obligations imposed upon Contractor are limited to the extent of those damages proportionately caused by Contractor's breach of the Agreement, negligence, wrongful conduct, or violations of law.

26. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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.

27. 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.

28. LIMITATION OF LIABILITY

The total Contractor's liability to the City, arising out of performance, nonperformance, or obligations in connection with the design, manufacture, sale, delivery, and/or use of Goods and/or Services in no circumstance includes any liquidated, penalty, incidental or consequential damages of any kind and shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to damages resulting from personal injury caused by the Contractor's negligence or willful misconduct.

28. INCORPORATION BY REFERENCE AND PRECEDENCE

If this Contract has been procured pursuant to an invitation to bid, this Contract is derived from (1) the invitation to bid, (including any written clarifications to the invitation to bid and any City response to questions); and (2) the Contractor's response to the invitation to bid.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the invitation to bid, including attachments thereto and written responses to questions and written clarifications; and (4) the Contractor's response to the request for proposals.

29. 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.

30. INSPECTION

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

31. INSPECTION OF SERVICES

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

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

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

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

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

i) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

ii) reduce the contract price to reflect the reduced value of the services performed.

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

i.) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

ii.) terminate the contract for default.

32. INSURANCE

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. 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.

33. IMPRACTICALITY OF PERFORMANCE

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

34. 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.

35. 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.

36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

i) give the Contractor prompt written notice within 48 hours of any claim;

ii) allow the Contractor to control the defense of settlement of the claim; and

iii) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

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

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

37. SURVIVAL

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

38. DISCLOSURE REGARDING RESPONSIBILITY

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in the "Termination" Article of this Contract.

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

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

39. SUSPENSION, DELAY OR INTERRUPTION OF WORK

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to the "Amendment" Article of this Contract.

40. NOTIFICATION

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

To the City:	**Dept:**	**To the Contractor:**
Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Wastewater Engineer Supervisor 73 Paseo Real Santa Fe, NM 87507 pfheerbrandt@santafenm.gov (505) 955-4623	Trojan Technologies Corporation Graham Shuee 839 State Route 13 Cortland, NY 13045 mountainwestus@trojantechnologies.com NA

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

41. SUCCESSION

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

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:
TROJAN TECHNOLOGIES CORPORATION

_____

KEVIN SPEHR , VP, GLOBAL SALES

DATE: Apr 27, 2026

NMBTIN: _____

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Marcos D. Martínez
Marcos D. Martínez (Apr 27, 2026 12:58:34 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Apr 29, 2026 14:27:19 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

EXHIBIT A

Bid Opening For Trojan Technologies UV 3000 Parts
Date: 02/12/2026

				Trojan Technologies Corp.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	
1	20x23x1610 Domed Sleeves	1	Each	$73.20	
2	ABB Switch Disconnector	1	Each	$0.00	
3	Ballast (Lamp Driver, 2x80W LP 120)	1	Each	$330.75	
4	Compression Spring	1	Each	$.36	
5	End Cap Assembly, 318625-001	1	Each	$50.54	
6	End Cap O-Rings (picture 3)	1	Each	$.68	
7	HG Lamp UV Bulbs G64T5LCA/2TC	1	Each	$49.02	
8	Communication Control Board, 8 Pin, 931154-08	1	Each	$8,415.79	
9	Communication Control Board, 16 Pin, 931154-16	2	Each	$9,183.04	
10	Communication Control Board, 24 Pin, 931154-24	1	Each	$8,765.73	
11	IC UV3 CCB Dal	1	Each	$125.90	
12	Lamp Holder, UV3 60"TEW RD	1	Each	$23.40	
13	Lamp Plugs Blue/Red Wires (pictures 1,2)	1	Each	$143.81	
14	MCB Kit UV/3PTP 8 Lamp	1	Each	$1,200.20	
15	Mini Link Plug Assym PVC Male 90 SSCoupler, 4 pin	1	Each	$143.84	
16	Mini Link Plug Assym PVC Male 90 SSCoupler, 6 pin	1	Each	$0.00	
17	Board Kit UV3/B MCB 8 Lamp	1	Each	$0.00	
18	O-Ring Sleeve	1	Each	$.31	
19	Receptacle Kit	1	Each	$158.58	
20	Relay Board Fuses (250v, 10 amp, slow blow)	1	Each	$8.69	
21	Relay Mother Board	1	Each	$894.40	
22	Sensor Adapter Board	1	Each	$0.00	
23	Sensor Assembly	1	Each	$2,799.05	
24	Sensor Cable	1	Each	$143.84	
25	Sleeve Cap Nut	1	Each	$8.35	
26	Terminal Block Ballast Assembly 91278-007	1	Each	$22.26	
27	Terminal Block Module Assembly, 912578-005	1	Each	$0.00	
28	TTF Sliding Gate EIM Actuator Board	1	Each	$0.00	
29	UV Yellow Plug	1	Each	$0.00	
30	ALC Weight	1	Each	$118.37	
31	Discount off any parts not listed above. If no discount is given then enter "0" (zero) in the	1	Discount	$5.00	

Bid Opening For Trojan Technologies UV 3000 Parts
Date: 02/12/2026

				Trojan Technologies Corp.	Z&M Enterprise, LLC
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost
1	20x23x1610 Domed Sleeves	1	Each	$73.20	$28.00
2	ABB Switch Disconnector	1	Each	$0.00	$269.00
3	Ballast (Lamp Driver, 2x80W LP 120)	1	Each	$330.75	$469.00
4	Compression Spring	1	Each	$.36	$12.00
5	End Cap Assembly, 318625-001	1	Each	$50.54	$207.00
6	End Cap O-Rings (picture 3)	1	Each	$.68	$12.00
7	HG Lamp UV Bulbs G64T5LCA/2TC	1	Each	$49.02	$28.00
8	Communication Control Board, 8 Pin, 931154-08	1	Each	$8,415.79	$12,426.00
9	Communication Control Board, 16 Pin, 931154-16	2	Each	$9,183.04	$13,209.00
10	Communication Control Board, 24 Pin, 931154-24	1	Each	$8,765.73	$14,106.00
11	IC UV3 CCB Dal	1	Each	$125.90	$228.00
12	Lamp Holder, UV3 60"TEW RD	1	Each	$23.40	$40.00
13	Lamp Plugs Blue/Red Wires (pictures 1,2)	1	Each	$143.81	$40.00
14	MCB Kit UV/3PTP 8 Lamp	1	Each	$1,200.20	$1,875.00
15	Mini Link Plug Assym PVC Male 90 SSCoupler, 4 pin	1	Each	$143.84	$268.00
16	Mini Link Plug Assym PVC Male 90 SSCoupler, 6 pin	1	Each	$0.00	$268.00
17	Board Kit UV3/B MCB 8 Lamp	1	Each	$0.00	$1,875.00
18	O-Ring Sleeve	1	Each	$.31	$1.00
19	Receptacle Kit	1	Each	$158.58	$242.00
20	Relay Board Fuses (250v, 10 amp, slow blow)	1	Each	$8.69	$0.00
21	Relay Mother Board	1	Each	$894.40	$1,208.00
22	Sensor Adapter Board	1	Each	$0.00	$0.00
23	Sensor Assembly	1	Each	$2,799.05	$4,380.00
24	Sensor Cable	1	Each	$143.84	$215.00
25	Sleeve Cap Nut	1	Each	$8.35	$15.00
26	Terminal Block Ballast Assembly 91278-007	1	Each	$22.26	$0.00
27	Terminal Block Module Assembly, 912578-005	1	Each	$0.00	$0.00
28	TTF Sliding Gate EIM Actuator Board	1	Each	$0.00	$677.00
29	UV Yellow Plug	1	Each	$0.00	$298.00
30	ALC Weight	1	Each	$118.37	$0.00
31	Discount off any parts not listed above. If no discount is given then enter "0" (zero) in the	1	Discount	$5.00	$0.00
	Total			**$41,848.15**	**$65,605.00**

CITY OF SANTA FE

The Purchasing Memo

Date: April 27, 2026

To: Governing Body

From: Sebastian Gallegos, Airport Project Manager SFG 04/27/26

Via: Jimmy Gunn, Interim Airport Director JGunn
James Garduno, Airport Project Manager JG

Subject: Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal

Vendor Name: Cassidy's Landscaping, Inc

Vendor Number: 8919

ACTION:
Request for Approval of a General Services Contract with Casidy's Landscaping, Inc in the Total Amount of $1,081,875.00 Including NMGRT for On-Call Landscape and Snow and Ice Control for a Term of Ten (10) Years. (Sebastian Gallegos, Airport Project Manager, sfgallegos@santafenm.gov)

CONTRACT NUMBER:
The FY26 Munis Contract Number is 3260407.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport serves as a critical transportation hub for northern New Mexico, supporting commercial air service, general aviation, and essential public services. As airport operations continue to grow, maintaining safe, accessible, and visually appealing facilities is essential to meeting regulatory requirements, operational standards, and passenger expectations. Due to the Airport's high-desert climate, seasonal conditions present unique maintenance challenges. During warmer months, routine landscaping is required to control vegetation growth, maintain clear sightlines, reduce wildlife attractants, and ensure compliance with FAA safety guidelines. Proper grounds maintenance also contributes to the overall aesthetic quality of the Airport, reinforcing a positive first impression for visitors and the traveling public. In winter months, snow and ice accumulation can significantly impact airfield operations, roadway access, and pedestrian safety. Timely and effective snow removal and ice control are critical to maintaining continuous operations, minimizing delays, and ensuring safe access to terminal facilities, parking areas, and support infrastructure. Rapid response is particularly important given the variability and unpredictability of winter weather events in the region. Establishing on-call landscaping and snow/ice control services provides the Airport with the flexibility to respond efficiently to changing conditions without maintaining a full-time, in-house workforce for these seasonal and event-driven needs. This approach ensures that qualified personnel and specialized equipment are readily available to support operational continuity, safety, and regulatory compliance throughout the year. Overall, procuring on-call services for landscaping and snow/ice control is a necessary and cost-effective measure to support the Airport's mission of providing safe, reliable, and high-quality service to the public.

ATTACHMENTS:
General Services Contract
Bid
Certificate of Insurance
Horizons Service List
CPO Determination/Blanket List

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Budget Officer/Designee: Andy Hopkins Date: 04/27/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was ITB# FY26-ITB-037

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 04/30/2026
CPO Comment/Exceptions: NMSA 1978 13-1-103

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: _____

Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Signature: SEBASTIAN GALLEGOS
SEBASTIAN GALLEGOS (Apr 27, 2026 10:53:00 MDT)

Email: sfgallegos@santafenm.gov

Signature: JAMES GARDUNO

Email: jdgarduno@santafenm.gov

Signature:

Email: jdgunn@santafenm.gov

CITY OF SANTA FE

GENERAL SERVICES CONTRACT

Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Cassidy's Landscaping herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

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

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

C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.

D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. Scope of Work

The Contractor shall perform the following work:

This Scope of Work outlines year-round grounds maintenance services for The Santa Fe Regional Airport ("Airport") to ensure that all landscaped and exterior areas of the airport are safe, attractive, well-maintained, and do not interfere with airport operations or security.

- The Contractor's personnel must pass background checks and comply with TSA and Airport security regulations where required.
- All work will be conducted with minimal disruption to Airport operations, passengers, and staff.
- Work zones must be properly secured, with warning signage and coordination with Airport operations or facilities departments.

A. Landscape and Irrigation Maintenance shall at a minimum meet the following criteria:

- Remove low-hanging or dead branches that obstruct visibility, signage, or pose hazards to vehicles or pedestrians.
- Inspect and test all irrigation zones monthly during the operating season.
- Perform basic repairs (e.g., head adjustments, minor leaks).
- Coordinate major repairs with Airport facilities personnel.
- Collect and dispose of all plant litter, trash, or debris on each site visit.
- Remove trees as directed by the Airport Director or the Airport Director's designee ("Airport Director") using equipment and personnel experienced in working near sensitive infrastructure.
- Grind stumps 6–12 inches below grade unless otherwise directed.
- Backfill and restore disturbed areas with soil and seed or mulch.
- Provide 24/7 emergency response service for fallen or storm-damaged trees.
- Must respond within 4 hours of notification from Airport staff.
- Trim shrubs and ornamental grasses to maintain shape and safety clearance.
- Maintain beds free of litter, weeds, and encroachments.
- Apply herbicides and insecticides in accordance with FAA-approved materials lists and environmental guidelines.
- Prevent invasive vegetation near fencing around the airfield, signage, and utilities.
- All sidewalks shall be blown off and cleared of all debris.
- Excavation and removal of debris and fallen plant material in and around buildings, roads and parking areas.
- Erosion control - when needed around buildings and airfield and the fenceline around the airfield.

- Storm water management.
- Fine grading - all roads and parking areas not paved within the airport boundaries.
- Green waste/waste disposal - there is an onsite green waste disposal area.

B. Snow and Ice Control shall at a minimum meet the following criteria:

- Monitor weather forecasts and initiate pre-treatment with salt/brine for incoming winter weather.
- Plow and clear areas outside the airfield fence including parking lots, roadways, walkways, loading zones, employee access routes, and administrative building entries.
- Avoid snow discharge near stormwater inlets, fire hydrants, ADA ramps, or security gates.
- All pedestrian areas shall be cleared to bare pavement condition.
- Apply deicer to prevent refreezing.
- Use airport-approved, non-corrosive deicing products as directed by the Airport Director.
- Do not use rock salt or chloride-based materials on concrete less than one year old or near sensitive infrastructure.
- Snow hauling off of Airport property must be approved in writing by the Airport Director.

C. Performance standards shall meet the following criteria:

- Landscaped areas must appear healthy, weed-free, and professionally maintained.
- Snow and ice removal shall begin within 2 hours of event start or accumulation.
- No disruption to airport operations is permitted without prior approval by the Airport Director, which shall not be unreasonably withheld or denied.

D. Scheduling and Frequency:

- Landscape and Irrigation Maintenance shall be conducted on an On-Call basis per the Airport's needs.at least monthly, and more frequently as needed to comply with other standards set forth herein.
- Snow and Ice Control shall be conducted on an On-Call basis per the Airport's needs.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts specified in Exhibit A.

For the services satisfactorily performed as described in the scope of work, the City agrees to pay the contractor an amount not to exceed $1,000,000.00. The services in the contract include Gross Receipts Tax (GRT). The GRT on this contract is levied pursuant to New Mexico law, currently at the rate of

8.1875% equaling $81,875.00. The total not to exceed compensation for the contract including GRT is $1,081,875.00.

The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

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.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **ten (10) years from date of final signature**. A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. 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.

6. 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 the 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 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.*

7. 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 the "Termination" article herein, or to agree to the reduced funding.

8. Status of Contractor

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

9. 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.

10. 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.

11. 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.

12. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. Commercial Warranty

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

14. Condition of Proposed Items

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. Records and Audit

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

16. 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.

17. Release

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

18. 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 prior written approval by the City.

19. Conflict of Interest

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this 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 Paragraph 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.

20. Approval of Contractor Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

21. Scope of Contract; Merger

This Contract incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the FY26-ITB-037 - Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

22. Notice

The Procurement Code, 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 bribes, gratuities, and kickbacks.

23. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

24. Indemnification

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

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. 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.

27. Limitation of Liability

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

28. Incorporation by Reference and Precedence

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

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

29. 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.

30. Inspection

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

31. Inspection of Services

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

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

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

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

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

1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

2. reduce the contract price to reflect the reduced value of the services performed.

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

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

2. terminate the contract for default.

32. Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage And Limits 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.

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.

33. Impracticality of Performance

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

34. 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.

35. 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.

36. Patent, Copyright and Trade Secret Indemnification

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

1. give the Contractor prompt written notice within 48 hours of any claim;

2. allow the Contractor to control the defense of settlement of the claim; and

3. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

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

3. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts,

which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

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

38. Disclosure Regarding Responsibility

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in the "Termination" article of this Contract.

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

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

further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to the "Amendment" article of this Contract.

40. Notification

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

To the City:	**To the Contractor:**
Sebastian Gallegos Project Manager 121 Aviation Drive Santa Fe, NM 87507 sfgallegos@santafenm.gov 505-695-3538	Cassidy's Landscaping Inc Bill Cassidy 3901 Agua Fria, Santa Fe, NM 87507 bill@cassidyslandscaping.com 505-474-4500

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

41. Succession

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

[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:
CASSIDY'S LANDSCAPING INC.

Bill Cassidy (Apr 20, 2026 13:39:08 MDT)

BILL CASSIDY, OWNER

DATE: Apr 20, 2026

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (Apr 20, 2026 15:08:35 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Apr 30, 2026 17:16:48 MDT)

ANDREA, PHILLIPS, INTERIM FINANCE DIRECTOR

Exhibit A

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Brush Removal	1	Hourly	$45.00
2	Line Trimming	1	Hourly	$40.00
3	Pruning Herbaceous Plants	1	Hourly	$45.00
4	Pruning Woody Plants	1	Hourly	$45.00
5	Mowing	1	Hourly	$40.00
6	Weed Eating	1	Hourly	$40.00
8	Stump Grinding	1	Hourly	$100.00
9	Tree Chipping	1	Hourly	$100.00
10	Fertilization	1	Pound	$2.00
11	Pre-Emergent Weed Control	1	Pound	$150.00
12	Post-Emergent Weed Control	1	Pound	$150.00
13	Tree Removal 1" - 3"	1	Each	$100.00
14	Tree Removal, 4" - 7"	1	Each	$275.00
15	Tree Removal 10" - 12"	1	Each	$1,500.00
16	Hydro Seeding	1	Square Yard	$3.06
17	Grading	1	Hourly	$100.00
18	Back Filling	1	Hourly	$100.00
19	Excavation and Removal	1	Hourly	$200.00
20	Erosion Control	1	Hourly	$100.00
21	Superintendent	1	Hourly	$65.00
22	Superintendent Emergency/After Hours	1	Hourly	$97.50
23	Foreman	1	Hourly	$50.00
24	Foreman Emergency/After Hours	1	Hourly	$75.00
25	Experienced Laborer	1	Hourly	$45.00
26	Experienced Laborer Emergency/After Hours	1	Hourly	$67.50
27	Laborer	1	Hourly	$40.00
28	Laborer Emergency/After Hours	1	Hourly	$60.00
29	Irrigation Spring Start-Up	1	Hourly	$140.00
30	Irrigation Winter Shut-Off	1	Hourly	$140.00
31	Snow Plow (On Truck)	1	Hourly	$180.00
32	Snow Plow (On ATV/UTV)	1	Hourly	$150.00
33	Shovel/snow blow pedestrian areas	1	Hourly	$150.00
34	Ice Control - New Deal Deicer	1	Square Yard	$1.50
35	Snow hauling off-site	1	Each	$200.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2026

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 Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Michael Latting **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** sromero@danielsinsuranceinc.com
INSURED Cassidys Landscaping, Inc. 3901 Agua Fria Rd Santa Fe NM 875079202 (505) 474-4500	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Champlain Specialty Insurance Co — 16834 **INSURER B :** New Mexico Mutual Casualty Compa — 40627 **INSURER C :** Burlington Insurance Company — 23620 **INSURER D :** National Indemnity Company — 20087 **INSURER E :** Westchester Surplus Lines Insura — 10172 **INSURER F :**

COVERAGES SR **CERTIFICATE NUMBER:** Cert ID 40644 (266) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CSAR-CGL-0003773-02	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
D	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			70APB013369	01/14/2026	01/14/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ none			605BE10083-01	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0099197.108	01/01/2026	01/01/2027	[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
E	Pollution Liability			G48624959-002	06/01/2025	06/01/2026	Each Occurrence	$ 1,000,000
E	Pollution Liability			G48624959-002	06/01/2025	06/01/2026	Aggregate	$ 2,000,000

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

General Liability policy contains an Automatic Add'l Insd granted to the Cert Holder, on-going and completed operations, and Waiver of Subrogation are included per written contract. General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Automobile policy contains a blanket add'l insured granted to the cert-holder when required by written contract. Umbrella Liability follows form over the General Liability/Auto Liability/Employers Liability. ..

RE: Oncall Contract

CERTIFICATE HOLDER

City of Santa Fe

Po Box 909

Santa Fe NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GALLEGOS, SEBASTIAN F.

From: Sandra Lucero <slucero@horizonsofnewmexico.org>
Sent: Friday, July 18, 2025 10:56 AM
To: GALLEGOS, SEBASTIAN F.
Cc: Matt Loehman; Joseph Perez; gblock@horizonsofnewmexico.org
Subject: Re: First right of refusal inquiry

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Sebastian,

After some discussion we will respectfully decline inquiry.

We thank you for the opportunity and look forward to working with you in the future.

Have a wonderful weekend!

On Fri, Jul 18, 2025 at 10:42 AM GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov> wrote:

> Good morning, I just wanted to see if you had any update on this Inquiry?
>
> ***Thank you,***
>
> ***Sebastian Gallegos***
>
> ***Project Administrator***
>
> ***Santa Fe Regional Airport***

121 Aviation Dr. Santa Fe, NM 87507

sfgallegos@santafenm.gov

Cell 505-695-3538

Office

SANTA FE
REGIONAL AIRPORT

From: GALLEGOS, SEBASTIAN F.
Sent: Tuesday, July 15, 2025 4:28 PM
To: Matt Loehman <mloehman@horizonsofnewmexico.org>; Joseph Perez <jperez@horizonsofnewmexico.org>; Sandra Lucero <slucero@horizonsofnewmexico.org>
Subject: First right of refusal inquiry

Good afternoon,

I would like to offer you the first right of refusal, please let me know.

Monthly Landscape Maintenance for new short term and long term

parking lots.

Rake and clean all common gravel. Weeds will be Check weekly.

A non-selective herbicide will be sprayed for densely weeded areas.

Sidewalks will be blown clear of leaves and debris

Shrubs will be trimmed as necessary to produce a neat and healthy appearance.

Trees will be trimmed as necessary to produce a neat and healthy appearance. This will be limited to fourteen feet tall and does not include major pruning.

Irrigation

All stations will be checked following service to look for:

1. Proper spray pattern 2. Timer operations

3. Broken lines 4. ON/OFF sequence

4. Line leaks 6. Valve operation

Activate in spring, shut down in fall.

Any malfunctions will be reported immediately.

order prior to commencement of our work.

Snow plowing

A. Plow snow from parking lot, entrances and exits when more

than Three inches Has accumulated.

B. To combat the formation of ice uses Scoria. Scoria is not an

ice melt, but acts like a non-skid and also has melting properties.

C. Use ice melt that is safe for concrete however the

use of ice melt over a period of time will affect concrete areas.

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

CITY OF SANTA FE

The Purchasing Memo

Date: April 27, 2026

To: Governing Body

From: Sebastian Gallegos, Airport Project Manager SFG 4/27/26

Via: Jimmy Gunn, Interim Airport Director JGunn
James Garduno, Airport Project Manager JG

Subject: Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal

Vendor Name: Mark A. Lopez Development

Vendor Number: 11376

ACTION:
Request for Approval of a General Services Contract with Mark A. Lopez Development in the Total Amount of $1,081,875.00 Including NMGRT for On-Call Landscape and Snow and Ice Control for a Term of Ten (10) Years. (Sebastian Gallegos, Airport Project Manager, sfgallegos@santafenm.gov)

CONTRACT NUMBER:
The FY26 Munis Contract Number is 3260399.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport serves as a critical transportation hub for northern New Mexico, supporting commercial air service, general aviation, and essential public services. As airport operations continue to grow, maintaining safe, accessible, and visually appealing facilities is essential to meeting regulatory requirements, operational standards, and passenger expectations. Due to the Airport's high-desert climate, seasonal conditions present unique maintenance challenges. During warmer months, routine landscaping is required to control vegetation growth, maintain clear sightlines, reduce wildlife attractants, and ensure compliance with FAA safety guidelines. Proper grounds maintenance also contributes to the overall aesthetic quality of the Airport, reinforcing a positive first impression for visitors and the traveling public. In winter months, snow and ice accumulation can significantly impact airfield operations, roadway access, and pedestrian safety. Timely and effective snow removal and ice control are critical to maintaining continuous operations, minimizing delays, and ensuring safe access to terminal facilities, parking areas, and support infrastructure. Rapid response is particularly important given the variability and unpredictability of winter weather events in the region. Establishing on-call landscaping and snow/ice control services provides the Airport with the flexibility to respond efficiently to changing conditions without maintaining a full-time, in-house workforce for these seasonal and event-driven needs. This approach ensures that qualified personnel and specialized equipment are readily available to support operational continuity, safety, and regulatory compliance throughout the year. Overall, procuring on-call services for landscaping and snow/ice control is a necessary and cost-effective measure to support the Airport's mission of providing safe, reliable, and high-quality service to the public.

ATTACHMENTS:
General Services Contract
Bid
Certificate of Insurance
Horizons Service List
CPO Determination/Blanket List

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Budget Officer/Designee: Andy Hopkins Date: 04/27/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was ITB# FY26-ITB-037

Chief Procurement Officer (CPO)/Designee: _____ Date: 04/30/2026
CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:
IT Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures, included? ☐ Yes | ☒ No
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No
If yes, what is the issuing agency: _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Signature: SEBASTIAN GALLEGOS
SEBASTIAN GALLEGOS (Apr 27, 2026 08:44:23 MDT)

Email: sfgallegos@santafenm.gov

Signature: JAMES GARDUNO

Email: jdgarduno@santafenm.gov

Signature:

Email: jdgunn@santafenm.gov

CITY OF SANTA FE

GENERAL SERVICES CONTRACT

Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Mark A. Lopez Development Inc. herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

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

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

C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.

D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. Scope of Work

The Contractor shall perform the following work:

This Scope of Work outlines year-round grounds maintenance services for The Santa Fe Regional Airport ("Airport") to ensure that all landscaped and exterior areas of the airport are safe, attractive, well-maintained, and do not interfere with airport operations or security.

- The Contractor's personnel must pass background checks and comply with TSA and Airport security regulations where required.
- All work will be conducted with minimal disruption to Airport operations, passengers, and staff.
- Work zones must be properly secured, with warning signage and coordination with Airport operations or facilities departments.

A. Landscape and Irrigation Maintenance shall at a minimum meet the following criteria:

- Remove low-hanging or dead branches that obstruct visibility, signage, or pose hazards to vehicles or pedestrians.
- Inspect and test all irrigation zones monthly during the operating season.
- Perform basic repairs (e.g., head adjustments, minor leaks).
- Coordinate major repairs with Airport facilities personnel.
- Collect and dispose of all plant litter, trash, or debris on each site visit.
- Remove trees as directed by the Airport Director or the Airport Director's designee ("Airport Director") using equipment and personnel experienced in working near sensitive infrastructure.
- Grind stumps 6–12 inches below grade unless otherwise directed.
- Backfill and restore disturbed areas with soil and seed or mulch.
- Provide 24/7 emergency response service for fallen or storm-damaged trees.
- Must respond within 4 hours of notification from Airport staff.
- Trim shrubs and ornamental grasses to maintain shape and safety clearance.
- Maintain beds free of litter, weeds, and encroachments.
- Apply herbicides and insecticides in accordance with FAA-approved materials lists and environmental guidelines.
- Prevent invasive vegetation near fencing around the airfield, signage, and utilities.
- All sidewalks shall be blown off and cleared of all debris.
- Excavation and removal of debris and fallen plant material in and around buildings, roads and parking areas.
- Erosion control - when needed around buildings and airfield and the fenceline around the airfield.

- Storm water management.
- Fine grading - all roads and parking areas not paved within the airport boundaries.
- Green waste/waste disposal - there is an onsite green waste disposal area.

B. Snow and Ice Control shall at a minimum meet the following criteria:

- Monitor weather forecasts and initiate pre-treatment with salt/brine for incoming winter weather.
- Plow and clear areas outside the airfield fence including parking lots, roadways, walkways, loading zones, employee access routes, and administrative building entries.
- Avoid snow discharge near stormwater inlets, fire hydrants, ADA ramps, or security gates.
- All pedestrian areas shall be cleared to bare pavement condition.
- Apply deicer to prevent refreezing.
- Use airport-approved, non-corrosive deicing products as directed by the Airport Director.
- Do not use rock salt or chloride-based materials on concrete less than one year old or near sensitive infrastructure.
- Snow hauling off of Airport property must be approved in writing by the Airport Director.

C. Performance standards shall meet the following criteria:

- Landscaped areas must appear healthy, weed-free, and professionally maintained.
- Snow and ice removal shall begin within 2 hours of event start or accumulation.
- No disruption to airport operations is permitted without prior approval by the Airport Director, which shall not be unreasonably withheld or denied.

D. Scheduling and Frequency:

- Landscape and Irrigation Maintenance shall be conducted on an On-Call basis per the Airport's needs.
- Snow and Ice Control shall be conducted on an On-Call basis per the Airport's needs.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts specified in Exhibit A.

For the services satisfactorily performed as described in the scope of work, the City agrees to pay the contractor an amount not to exceed $1,000,000.00. The services in the contract include Gross Receipts Tax (GRT). The GRT on this contract is levied pursuant to New Mexico law, currently at the rate of 8.1875% equaling $81,875.00. The total not to exceed compensation for the contract including GRT is $1,081,875.00.

The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

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.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **ten (10) years from date of final signature**. A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. 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.

6. 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 the 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 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.*

7. 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 the "Termination" article herein, or to agree to the reduced funding.

8. Status of Contractor

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

9. 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.

10. 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.

11. 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.

12. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. Commercial Warranty

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

14. Condition of Proposed Items

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. Records and Audit

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

16. 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.

17. Release

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

18. 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 prior written approval by the City.

19. Conflict of Interest

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this 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.

20. Approval of Contractor Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

21. Scope of Contract; Merger

This Contract incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the FY26-ITB-037 - Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

22. Notice

The Procurement Code, 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 bribes, gratuities, and kickbacks.

23. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

24. Indemnification

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

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. 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.

27. Limitation of Liability

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

28. Incorporation by Reference and Precedence

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

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

29. 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.

30. Inspection

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

31. Inspection of Services

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

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

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

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

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

1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

2. reduce the contract price to reflect the reduced value of the services performed.

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

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

2. terminate the contract for default.

32. Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage And Limits 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.

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.

33. Impracticality of Performance

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

34. 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.

35. 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.

36. Patent, Copyright and Trade Secret Indemnification

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

1. give the Contractor prompt written notice within 48 hours of any claim;

2. allow the Contractor to control the defense of settlement of the claim; and

3. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

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

3. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts,

which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

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

38. Disclosure Regarding Responsibility

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in the "Termination" article of this Contract.

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

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

further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to the "Amendment" article of this Contract.

40. Notification

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

To the City:	**To the Contractor:**
Sebastian Gallegos Project Manager 121 Aviation Drive Santa Fe, NM 87507 sfgallegos@santafenm.gov 505-695-3538	Mark A. Lopez Development Inc David Montoya 1716 2nd Street david@mldvets.com 303-999-9201

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

41. Succession

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

[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:
MARK A. LOPEZ DEVELOPMENT INC.

David Montoya (Apr 16, 2026 09:22:59 MDT)

DAVID MONTOYA, PRESIDENT

DATE: Apr 16, 2026

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (Apr 16, 2026 10:46:47 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Apr 30, 2026 17:18:01 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

Exhibit A

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Brush Removal	1	Hourly	$65.00
2	Line Trimming	1	Hourly	$50.00
3	Pruning Herbaceous Plants	1	Hourly	$48.00
4	Pruning Woody Plants	1	Hourly	$68.00
5	Mowing	1	Hourly	$80.00
6	Weed Eating	1	Hourly	$52.00
8	Stump Grinding	1	Hourly	$225.00
9	Tree Chipping	1	Hourly	$120.00
10	Fertilization	1	Pound	$1.50
11	Pre-Emergent Weed Control	1	Pound	$5.00
12	Post-Emergent Weed Control	1	Pound	$5.00
13	Tree Removal 1" - 3"	1	Each	$150.00
14	Tree Removal, 4" - 7"	1	Each	$475.00
15	Tree Removal 10" - 12"	1	Each	$1,200.00
16	Hydro Seeding	1	Square Yard	$1.50
17	Grading	1	Hourly	$125.00
18	Back Filling	1	Hourly	$95.00
19	Excavation and Removal	1	Hourly	$150.00
20	Erosion Control	1	Hourly	$150.00
21	Superintendent	1	Hourly	$78.00
22	Superintendent Emergency/After Hours	1	Hourly	$120.00
23	Foreman	1	Hourly	$65.00
24	Foreman Emergency/After Hours	1	Hourly	$95.00
25	Experienced Laborer	1	Hourly	$48.00
26	Experienced Laborer Emergency/After Hours	1	Hourly	$75.00
27	Laborer	1	Hourly	$32.00
28	Laborer Emergency/After Hours	1	Hourly	$50.00
29	Irrigation Spring Start-Up	1	Hourly	$95.00
30	Irrigation Winter Shut-Off	1	Hourly	$85.00
31	Snow Plow (On Truck)	1	Hourly	$150.00
32	Snow Plow (On ATV/UTV)	1	Hourly	$95.00
33	Shovel/snow blow pedestrian areas	1	Hourly	$85.00
34	Ice Control - New Deal Deicer	1	Square Yard	$1.00
35	Snow hauling off-site	1	Each	$500.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/20/2026

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 Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742 License#: 0F82764 MARKALO-02	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 877-308-9663 **FAX (A/C, No):** 916-503-6271 **E-MAIL ADDRESS:** info@inszoneins.com
INSURED Mark A Lopez Development Inc PO Box 15184 Santa Fe NM 87592	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** United Fire & Casualty Company — 13021 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 453326702 **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 ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			60395148	9/3/2025	9/3/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			60395148	9/3/2025	9/3/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	equipment floater			60395148	9/3/2025	9/3/2026	Scheduled equipment Unscheduled equipment	365,000 10,000

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

Verification of Insurance

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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GALLEGOS, SEBASTIAN F.

From: Sandra Lucero <slucero@horizonsofnewmexico.org>
Sent: Friday, July 18, 2025 10:56 AM
To: GALLEGOS, SEBASTIAN F.
Cc: Matt Loehman; Joseph Perez; gblock@horizonsofnewmexico.org
Subject: Re: First right of refusal inquiry

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Sebastian,

After some discussion we will respectfully decline inquiry.

We thank you for the opportunity and look forward to working with you in the future.

Have a wonderful weekend!

On Fri, Jul 18, 2025 at 10:42 AM GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov> wrote:

> Good morning, I just wanted to see if you had any update on this Inquiry?
>
> ***Thank you,***
>
> ***Sebastian Gallegos***
>
> ***Project Administrator***
>
> ***Santa Fe Regional Airport***

121 Aviation Dr. Santa Fe, NM 87507

sfgallegos@santafenm.gov

Cell 505-695-3538

Office

SANTA FE
REGIONAL AIRPORT

From: GALLEGOS, SEBASTIAN F.
Sent: Tuesday, July 15, 2025 4:28 PM
To: Matt Loehman <mloehman@horizonsofnewmexico.org>; Joseph Perez <jperez@horizonsofnewmexico.org>; Sandra Lucero <slucero@horizonsofnewmexico.org>
Subject: First right of refusal inquiry

Good afternoon,

I would like to offer you the first right of refusal, please let me know.

Monthly Landscape Maintenance for new short term and long term

parking lots.

Rake and clean all common gravel. Weeds will be Check weekly.

A non-selective herbicide will be sprayed for densely weeded areas.

Sidewalks will be blown clear of leaves and debris

Shrubs will be trimmed as necessary to produce a neat and healthy appearance.

Trees will be trimmed as necessary to produce a neat and healthy appearance. This will be limited to fourteen feet tall and does not include major pruning.

Irrigation

All stations will be checked following service to look for:

1. Proper spray pattern 2. Timer operations

3. Broken lines 4. ON/OFF sequence

4. Line leaks 6. Valve operation

Activate in spring, shut down in fall.

Any malfunctions will be reported immediately.

order prior to commencement of our work.

Snow plowing

A. Plow snow from parking lot, entrances and exits when more

than Three inches Has accumulated.

B. To combat the formation of ice uses Scoria. Scoria is not an

ice melt, but acts like a non-skid and also has melting properties.

C. Use ice melt that is safe for concrete however the

use of ice melt over a period of time will affect concrete areas.

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

CITY OF SANTA FE

The Purchasing Memo

Date: April 8, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Kristen Woods, Youth and Family Services Program Manager KRISTEN WOODS KRISTEN WOODS (Apr 8, 2026 11:16:00 MDT)

Via: Manuel Sanchez, Interim Community Services Department Director Manuel Sanchez Manuel Sanchez (Apr 16, 2026 10:49:15 MDT)

Lia Salaverry, Youth and Family Services Division Director Lia Salaverry

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Subject: St. Elizabeth's Shelter Corporation Homeless Services Contract Amendment 1

Vendor Name: St. Elizabeth's Shelter Corporation

Munis Vendor Number: 1552

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Professional Service Contract Item # 25-0451 with St. Elizabeth's Shelther Corporation for Homeless Services to Increase the Amount of Compensation by a Total of $45,000 on Year One of the Contract and Adding a Second Year to the Contract in the Amount of $295,000. (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)

CONTRACT NUMBER:

The FY26 Munis contract number is 3260013

BACKGROUND AND SUMMARY:

RFP 25315 was released to identify organizations supporting Homeless individuals in Santa Fe. St. Elizabeth's Shelter was selected for contract 3260013 for support of Santa Fe Suites Operations. Santa Fe Suites offers permanent housing for over 120 people. They have requested an increase to the contract for rental support for their clients. This Amendment will continue our partnership with St. Elizabeth's and ensure those who found stability at Santa Fe Suites will remain stable.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Health and Human Services/240

Munis Org Name/Number: Human Services/2400122

Munis Object Name/Number: Grants and Services/510400

Budget Officer / Designee: Andy Hopkins **Date:** 04/24/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

This was procured through MUNIS RFP# 25135.

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 04/24/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Original contract packet

CITY OF SANTA FE

CITY OF SANTA FE

AMENDMENT No. 1 TO

Contract # 3260013

Original City Clerk Item Number: 25-0451

Aid in providing resources to recently homeless individuals

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 9/29/2025 (the "Contract"), between the City of Santa Fe (the "City") and St. Elizabeth Shelter Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECTIALS

A. Under the terms of the Contract, Contractor has agreed to provide resource aid to recently homeless individuals.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3 of the Contract is amended to increase the amount of compensation by a total of $45,000 on year one of the Contract, and adding a second year on the Contract in the amount of $295,000 so that Article 3 reads in its entirety as follows:

A. Payment. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of five hundred and ninety thousand dollars ($590,000.00) for the services described in the scope of work. The not to exceed total compensation of $590,000.

3. TERM

Article 4 of the Contract is hereby deleted in its entirety and the following Article 4 is substituted in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on June 30th, 2027.

4. NOTICES

Article 28 of the contract shall be deleted in its entirety and replaced with the following. Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Community Services Admin Youth and Family Services Division 119 E Marcy Street Santa Fe, NM 87501 505-955-6678	**To the Contractor:** St. Elizabeths Shelter Corporation Executive Director Nicholas Svetnicka 804 Alarid Street, Santa Fe, NM 87505 505-982-6611

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

5. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

MICHAEL GARCIA, MAYOR

CONTRACTOR:

ST. ELIZABETH SHELTER CORPORATION

Nicholas Svetnicka
Nicholas Svetnicka (Apr 7, 2026 16:30:45 MDT)

NICHOLAS SVETNICKA , EXECUTIVE DIRECTOR

DATE: Apr 7, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews
Ruby Crews (Apr 7, 2026 16:43:37 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (May 1, 2026 16:20:37 MDT)

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

St Elizabeth Contract Amendment 1

Final Audit Report 2026-04-07

Created:	2026-04-07
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATLjVyc7zD28VPJqmg8MbEkwAZpJ5BWYF

"St Elizabeth Contract Amendment 1" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-07 - 8:35:17 PM GMT- IP address: 63.232.20.2

Document emailed to Nicholas Svetnicka (nsvetnicka@steshelter.org) for signature
2026-04-07 - 8:37:37 PM GMT

Email viewed by Nicholas Svetnicka (nsvetnicka@steshelter.org)
2026-04-07 - 10:00:27 PM GMT- IP address: 96.64.150.157

Document e-signed by Nicholas Svetnicka (nsvetnicka@steshelter.org)
Signature Date: 2026-04-07 - 10:30:45 PM GMT - Time Source: server- IP address: 96.64.150.157

Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2026-04-07 - 10:30:47 PM GMT

Email viewed by Ruby Crews (racrews@santafenm.gov)
2026-04-07 - 10:43:24 PM GMT- IP address: 104.47.64.254

Document e-signed by Ruby Crews (racrews@santafenm.gov)
Signature Date: 2026-04-07 - 10:43:37 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-04-07 - 10:43:37 PM GMT

Powered by Adobe Acrobat Sign

ST. ELIZABETH SHELTERS & SUPPORTIVE HOUSING

A non-denominational community

March 9, 2026

Board of Directors

Marcel Legendre
President
Dan Nickelson
Vice President/Secretary
Dave Merriman
Treasurer

Members
Tonja Abeyta
Sam Baca
Kristin Carmichael
Kate Carswell
Larry Martinez
Sunil Sakhalkar
Kathryn Ugoretz
Ann Yalman

Ex-Officio
Martin Ruybalid
Executive Director

Kristen Woods
City of Santa Fe
krwoods@santafenm.gov

Dear Kristen;

We are requesting an additional $48,000 to be added to the original $250,000 Homeless Services grant that was funded for salaries and operating costs for St. Elizabeth Shelter staff to provide needed supportive services to the residents at Santa Fe Suites. If approved, we would like to extend our now overall $298,000 contract to provide homeless services for an additional year through June 30, 2027.

As you know, while St. Elizabeth operates this program, the property itself is owned by Community Solutions, based in New York. In previous years Community Solutions had paid all expenses for program staff, but this arrangement ended in March 2025. Given this, St. Elizabeth applied for a $250,000 grant to cover annual staffing costs from the Community Health and Safety Department and was fortunate to receive the funding.

But this grant was to complement our other $250,000 request to the City's Affordable Housing Trust Fund that we had received in previous years to offset rental costs for many formerly homeless individuals living at Santa Fe Suites. For several years these grants had enabled these still indigent residents to maintain their housing and continue living there with the assistance of St. Elizabeth staff. Some residents needed assistance for only one month, others without income for all year. Last year, 76 residents were able to maintain their housing due to these funds.

Unfortunately, we did not receive funding for the current year. As a result, we were faced with a serious conundrum – do we allow these already traumatized people to be evicted and return to homelessness or do we use other organizational funds, including from the Homeless Services grant, to pay the rents and enable them to keep living in their apartments.

We chose the second course, and while it is the humanitarian option it has caused serious financial hardship for the organization. Simply put, we can no longer continue providing this assistance and ask the City to augment the original Homeless Services grant with an additional $48,000 to cover these residents' rental costs for the remainder of the fiscal year.

Sincerely,

Martin Ruybalid
Executive Director

804 Alarid Street
Santa Fe, NM 87505
(505) 982-6611
Fax (505) 982-5347
info@steshelter.org
www.steshelter.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2026

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 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: CONRAD SCHOTT	
ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	PHONE (A/C, No, Ext): (505) 983-7329	FAX (A/C, No): (505) 986-6116
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER A: PHILADELPHIA INDEMNITY INS CO	
	INSURER B: NEW MEXICO MUTUAL CASUALTY	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2019-01 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2632478	12/14/2025	12/14/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	11253.132	01/05/2026	01/05/2027	[ ] WC STATU-TORY LIMITS [ ] 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 (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

EMPLOYEE DISHONESTY: $35,000

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE

The Purchasing Memo

Date: August 12, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Kristen Woods, Youth and Family Services Program Manger KRISTEN WOODS

Via: Henri Hammond-Paul, Community Health and Safety Department Director HHP

Subject: St. Elizabeth's Shelter Corporation Homeless Services

Vendor Name: St. Elizabeth's Shelter Corporation

Munis Vendor Number: 1552

ITEM AND ISSUE:

Community Health and Safety respectfully requests your review and approval of a Professional Services Contract in the total amount of $250,000 for Homelessness Response for a term of one year with St. Elizabeth's Shelter Corporation.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260013

BACKGROUND AND SUMMARY:

The City of Santa Fe released RFP #25135 in March of 2025 to solicit applications from organizations, agencies, or service providers to Provide services in support of individuals experiencing homelessness and/or housing insecurity. The City of Santa Fe's Youth and Family Services Division has been looking at solutions for homelessness in our community. Since the pandemic, there has been a concerted effort to address encampments, provide non-congregate shelter solutions and care for the increasing homeless population. The city was open and willing to look at ways of reimagining the City's approach to preventing and responding to homelessness. St. Elizabeth Shelter will provide the following services-for the City:

- Continue operating a 122-unit mixed-use rental property at 3007 S. St. Francis Dr., housing recently homeless and lower-income individuals in separate apartments.
- The program's goal is to provide the resources needed for these recently homeless individuals to maintain their housing while making connections to available community services to enable continued living as independently as possible, whether at this property or moving to another residence.
- Participate in coordination with the City and community partners around data and cases to ensure system effectivity.

They were chosen by the Evaluation Committee in April of 2025.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

The funding source is split:

$130,000:

Fund Name/Number: Community Development Fund/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/ 510400

$120,000:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Community Services/1001001

Munis Object Name/Number: Service Contracts/ 510310

Budget Officer / Designee: Andy Hopkins **Date:** 08/12/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

This was procured through MUNIS RFP #25135.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 08/14/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Department approval email from ITT, Fleet, or Facilities [pick one or more or delete]
Procurement document: RFP
Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Professional Services Contract
Federally required forms (list all. Examples: SAM.gov check, etc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	CONTACT NAME: CONRAD SCHOTT PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: PHILADELPHIA INDEMNITY INS CO INSURER B: NEW MEXICO MUTUAL CASUALTY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2019-01 REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2632478	12/14/2024	12/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	11253.131	01/05/2025	01/05/2026	WC STATU-TORY LIMITS [ ] 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

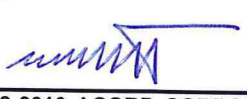
CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Item #: 25-0451
Munis Contract #: 3260013
RFP#: 25135

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **St. Elizabeth Shelter Corporation**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-102; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

- St. Elizabeth Shelter will continue operating a 122-unit mixed-use rental property at 3007 S. St. Francis Dr.housing recently homeless and lower-income individuals in separate apartments. As such:
    a. 60 formerly homeless residents will be housed at any given time;
    b. They will be provided with a wide range of supportive services designed to help stabilize them in a safe, secure environment and maintain their newfound housing;
    c. An on-site program/case manager, case manager, supportive housing navigator and licensed therapist will help residents with their immediate and longer-term needs, including addressing and ameliorating their behavioral and physical health, as well as alcohol/substance abuse and other issues;
    d. Referrals will be made on an individual basis to partnering social-service agencies specializing in the issues presented by each resident to appropriately address and alleviate them;
    e. Staff will work with residents to counsel and teach needed life skills, such as job, financial, coping, hygiene, housekeeping, self-advocacy, etc.

- The program's goal is to provide the resources needed for these recently homeless individuals to maintain their housing while making connections to available community services to enable continued living as independently as possible, whether at this property or moving to another residence.
- Participate in coordination with the City and community partners around data and cases to ensure

system effectivity.:

a. Coordinated Entry (CE) to prioritize individuals for community services,;
b. Appointing a main point of contact for CE and by name list data entry;
c. Obtain ongoing training for the Lead in both the NM Homeless Management Information System (HMIS), CE and by name list; and
d. Participation in City-lead coordination efforts as appropriate.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to homeless services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of two-hundred and fifty thousand dollars ($250,000) , such compensation not to exceed $250,000,. **The total amount payable to the Contractor under this Agreement, shall not exceed $250,000**

B. Payment. The total compensation for the first year of this contract shall be $250,000. Compensation for subsequent years shall be contingent upon both approved and available budget appropriations and shall be based on actual utilization.
PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE CITY. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. The total compensation for the first year of this contract shall be $250,000. Compensation for subsequent years shall be contingent upon both approved and available budget appropriations and shall be based on actual utilization. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

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

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

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

Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

terms and conditions of the **RFP Number 25135, Homeless Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Kristen Woods, krwoods@santafenm.gov

To the Contractor: Martin Ruybalid, director@steshelter.org, 505-982,6611 x 107

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

Alan Webber (Sep 29, 2025 15:18:03 MDT)

MAYOR ALAN WEBBER

CONTRACTOR:

Martin Ruybalid

Martin Ruybalid (Jun 19, 2025 09:19 MDT)

MARTIN RUYBALID, Director

DATE: 06/19/2025

NMBTIN#: 85-0347650

City of SF Business License #:02-059151-00-9

ATTEST:

ANDREA SALAZAR (Sep 29, 2025 15:47:55 MDT)

CITY CLERK

GB MTG 09-24-25

CITY ATTORNEY'S OFFICE:

Patricia Feghali

Patricia Feghali (Jun 20, 2025 09:08 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

From: Matt Loehman
To: WOODS, KRISTEN R.
Subject: Re: City of Santa Fe - First Right of Refusal
Date: Friday, October 25, 2024 4:26:31 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Fri, Oct 25, 2024 at 4:22 PM WOODS, KRISTEN R. <krwoods@santafenm.gov> wrote:

> Good Afternoon,
>
> I am writing to see if you are interested in this Scope of Work for the City of Santa Fe:
>
> The City's Youth and Family Services Department is seeking qualified Consultants to provide services in support of individuals experiencing homelessness and/or housing insecurity. One or more consultants will be awarded a contract. Applicants are invited to propose projects or services in need of funding that relate to one or more of the following:

- Data Collection and Analysis
- Outreach Services
- Employment Development and Programming
- Program Evaluation
- Eviction Prevention Program Development/ Facilitation
- Grant Writing
- Homeless Services/ Operations
- Substance abuse programs and services
- Medical and/or mental health services
- Other miscellaneous services to homeless individuals or related to the prevention of homelessness.

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division

Community Health and Safety Department

Office: (505) 955-6913 | Cell: (505) 479-2183 | Email: krwoods@santafenm.gov

CITY OF SANTA FE

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Book time to meet with me

From: DUTTON-LEYDA, TRAVIS K.
To: WOODS, KRISTEN R.
Subject: RE: Determination Request
Date: Friday, October 4, 2024 1:10:21 PM

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  -IT components - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  -Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov_
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - lmstorey@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed. _
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper

documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

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

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

More Procurement, less drama ~ John Blair

From: WOODS, KRISTEN R. <krwoods@santafenm.gov>
Sent: Friday, October 4, 2024 10:18 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination Request

Good Morning Travis!

I am hoping you can help me get a Determination on this Scope of Work. Please let me know if you have any questions.

The City of Santa Fe has an ambitious plan to continue its critical work of addressing the homelessness crisis as a top priority. This includes leveraging and scaling the success of the Micro-Community Initiative. Consultant will offer services to create and steward the Micro-community (SOS) Advisory Council.

The work includes:
A. Recruiting membership
B. Managing tasks associated with meetings
C. Communication management
D. Facilitating meetings at least monthly
E. Preparing presentations and other materials
F. Coordination with stakeholders as needed
G. Attending meetings as requested

The final deliverable will be a comprehensive resource / toolkit that is scalable and usable and contains practical information on procedures, workflow, best practices, and other information for easy replicability.

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division
Community Health and Safety Department
Office: (505) 955-6913 | Cell: (505) 479-2183 | Email: krwoods@santafenm.gov

CITY OF SANTA FE

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Signature: 

Email: xivigil@santafenm.gov

GB-ST.E_Amend_1_Packet

Final Audit Report 2026-05-01

Created:	2026-04-24
By:	AP (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkP2EyzOXNN0u3VOFPZtw67hKboryPiN8

"GB-ST.E_Amend_1_Packet" History

Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2026-04-24 - 7:13:00 PM GMT- IP address: 50.228.218.220

Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2026-04-24 - 7:15:07 PM GMT

Signer ALYSSA PEREZ (aeperez@santafenm.gov) entered name at signing as AP
2026-04-24 - 7:15:20 PM GMT- IP address: 50.228.218.220

Form filled by AP (aeperez@santafenm.gov)
Form filling Date: 2026-04-24 - 7:15:22 PM GMT - Time Source: server- IP address: 50.228.218.220

Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-04-24 - 7:15:24 PM GMT

Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-04-24 - 7:17:13 PM GMT- IP address: 104.47.64.254

Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-04-24 - 7:18:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-04-24 - 7:18:08 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-04-24 - 9:46:57 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2026-04-24 - 9:48:24 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ANDREA PHILLIPS (akphillips@santafenm.gov) for signature
2026-04-24 - 9:48:29 PM GMT

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

2026-04-27 - 8:43:50 PM GMT- IP address: 174.218.17.103

Email viewed by ANDREA PHILLIPS (akphillips@santafenm.gov)

2026-04-28 - 10:02:46 PM GMT- IP address: 174.218.16.142

Document e-signed by ANDREA PHILLIPS (akphillips@santafenm.gov)

Signature Date: 2026-05-01 - 10:20:37 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2026-05-01 - 10:20:37 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 13, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Manuel Sanchez, Interim Community Services Director Manuel Sanchez
Manuel Sanchez (Apr 14, 2026 06:10:05 MDT)

Via: Lia Salaverry, Youth and Family Services Director Lia Salaverry

Kristen Woods, Youth and Family Services Program Manager
KRISTEN WOODS (Apr 13, 2026 15:59:14 MDT)

Marcella Apodaca, Business Operations Manager Marcella Apodaca

Subject: Contract Amendment Christ Luteran Church Homeless services

Vendor Name: CHRIST LUTHERAN CHRUCH

Munis Vendor Number: 10283

ITEM AND ISSUE:

Requests your Approval of Amendment 1 to 25-0364 with Christ Lutheran Church for Homelessness Response to Increase the Amount by $136,000 for a Total Compensation of $272,000 and Increase the Term to end August 8th 2027.

CONTRACT NUMBER:

The Munis contract number is 3260015

BACKGROUND AND SUMMARY:

The City of Santa Fe released RFP #2513 5 in March of 2025 to solicit applications from organizations, agencies, or service providers to Provide services in support of individuals experiencing homelessness and/or housing insecurity. The City of Santa Fe's Youth and Family Services Division has been looking at solutions for homelessness in our community. Since the pandemic, there has been a concerted effort to address encampments, provide non-congregate shelter solutions and care for the increasing homeless population. The city was open and willing to look at ways of reimagining the City's approach to preventing and responding to homelessness. Christ Lutheran Church will provide the following services-for the City:

A. Sustaining the Micro Community

a. Shelter Maintenance and Repair

b. Hygiene Unit Maintenance

c. Church Campus Maintenance

d. Utilities and Infrastructure

B. Expanding Food Pantry Services

a. Capacity Expansion

b. Community Partnerships

C. Enhancing Resident Support and Programming

a. Job Training Initiative

b. Community Garden Project

c. Resident Community Room

d. Unhoused Art Program They were chosen by the Evaluation Committee in April of 2025.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Community Development Fund/Fund 240

Munis Org Name/Number: Community Services/ 2400122

Munis Object Name/Number: Grants and Services/ 510400

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

This was procured through MUNIS RFP #25135.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 04/20/2026

AP

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:
Original contract packet (with previous contract amendments)

CITY OF SANTA FE

CITY OF SANTA FE

AMENDMENT No. 1 TO

Contract # 3260013

Original City Clerk Item Number: 25-0364

Aid in providing resources to recently homeless individuals

This AMENDMENT No. 1 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 8/08/2025 (the "Contract"), between the City of Santa Fe (the "City") and Christ Lutheran Chuch. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide resources aiding recently homeless individuals.
B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of One Hundred and Thirty-six Thousand ($136,000.00) so that Article 3, paragraph A reads in its entirety as follows:

The City shall pay to the Contractor in full payment for services performed at the rate of two hundred and seventy two thousand dollars ($272,000.00), such compensation not to exceed $272,000. **The total amount payable to the Contractor under this Agreement shall not exceed $272,000.**

2. TERM

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. The Contract shall terminate on August 8th, 2027.

3. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

[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:

Raquel Baca-Tompson
Raquel Baca-Tompson (Apr 8, 2026 14:59:20 MDT)

RAQUEL BACA-TOMPSON, EXECUTIVE DIRECTOR

DATE: Apr 8, 2026

NMBTIN: _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Apr 8, 2026 15:00:29 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Apr 20, 2026 10:39:13 MDT)

ANDREA PHILLIPS, FINANCE DIRECTOR

CLC draft amend 1

Final Audit Report 2026-04-08

Created:	2026-04-07
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqh7ghVJCy_ESdc_jgGSNf0NC8azgdthz

"CLC draft amend 1" History

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-07 - 10:56:36 PM GMT- IP address: 63.232.20.2

Document emailed to Raquel Baca-Tompson (sosatclc@gmail.com) for signature
2026-04-07 - 10:57:40 PM GMT

Email viewed by Raquel Baca-Tompson (sosatclc@gmail.com)
2026-04-07 - 10:57:51 PM GMT- IP address: 64.233.172.99

Document e-signed by Raquel Baca-Tompson (sosatclc@gmail.com)
Signature Date: 2026-04-08 - 8:59:20 PM GMT - Time Source: server- IP address: 136.175.168.132

Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2026-04-08 - 8:59:22 PM GMT

Email viewed by Ruby Crews (racrews@santafenm.gov)
2026-04-08 - 9:00:10 PM GMT- IP address: 104.47.65.254

Document e-signed by Ruby Crews (racrews@santafenm.gov)
Signature Date: 2026-04-08 - 9:00:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-04-08 - 9:00:29 PM GMT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/15/2026

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	CONTACT NAME: Church Mutual Insurance Company, S.I.	
Church Mutual Insurance Company, S.I. 3000 Schuster Lane P.O. Box 357 Merrill WI 54452	PHONE (A/C, No, Ext): 1-800-554-2642	FAX (A/C, No): 855-264-2329
	E-MAIL ADDRESS: customerservice@churchmutual.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Church Mutual Insurance Company, S.I.	18767
INSURED CHRIST EVANGELICAL LUTHERAN CHURCH OF SANTA FE NEW MEXICO 1701 ARROYO CHAMISO SANTA FE NM 87505-4775	INSURER B :	
	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:	Y	N	0323390 25-945412	12/01/2025	12/01/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate holder is an additional insured as required by written contract or agreement per the General Liability Enhancement endorsement attached to the policy.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Pamela G Rushing

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CITY OF SANTA FE

The Purchasing Memo

Date: August 12, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Kristen Woods, Youth and Family Services Program Manger KRISTEN WOODS

Via: Henri Hammond-Paul, Community Health and Safety Department Director HHP

Subject: St. Elizabeth's Shelter Corporation Homeless Services

Vendor Name: St. Elizabeth's Shelter Corporation

Munis Vendor Number: 1552

ITEM AND ISSUE:

Community Health and Safety respectfully requests your review and approval of a Professional Services Contract in the total amount of $250,000 for Homelessness Response for a term of one year with St. Elizabeth's Shelter Corporation.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260013

BACKGROUND AND SUMMARY:

The City of Santa Fe released RFP #25135 in March of 2025 to solicit applications from organizations, agencies, or service providers to Provide services in support of individuals experiencing homelessness and/or housing insecurity. The City of Santa Fe's Youth and Family Services Division has been looking at solutions for homelessness in our community. Since the pandemic, there has been a concerted effort to address encampments, provide non-congregate shelter solutions and care for the increasing homeless population. The city was open and willing to look at ways of reimagining the City's approach to preventing and responding to homelessness. St. Elizabeth Shelter will provide the following services-for the City:

- Continue operating a 122-unit mixed-use rental property at 3007 S. St. Francis Dr., housing recently homeless and lower-income individuals in separate apartments.
- The program's goal is to provide the resources needed for these recently homeless individuals to maintain their housing while making connections to available community services to enable continued living as independently as possible, whether at this property or moving to another residence.
- Participate in coordination with the City and community partners around data and cases to ensure system effectivity.

They were chosen by the Evaluation Committee in April of 2025.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

The funding source is split:

$130,000:

Fund Name/Number: Community Development Fund/Fund 240

Munis Org Name/Number: Community Services/2400122

Munis Object Name/Number: Grants and Services/ 510400

$120,000:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Community Services/1001001

Munis Object Name/Number: Service Contracts/ 510310

Budget Officer / Designee: Andy Hopkins **Date:** 08/12/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

This was procured through MUNIS RFP #25135.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** 08/14/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Horizons declination
CPO Service Determination Email
Department approval email from ITT, Fleet, or Facilities [pick one or more or delete]
Procurement document: RFP
Vendor's Bid (Note: proposals and Evaluation Committee Reports shall only be emailed (by CPD) to the committee directly, not included in this packet.)
Certificate of Liability Insurance (COI) (add City as an additional insured, project specifics, contact person, and primary project location)
Professional Services Contract
Federally required forms (list all. Examples: SAM.gov check, etc.)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	CONTACT NAME: CONRAD SCHOTT PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:
INSURED ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: PHILADELPHIA INDEMNITY INS CO INSURER B: NEW MEXICO MUTUAL CASUALTY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 2019-01 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2632478	12/14/2024	12/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [ ] SCHEDULED AUTOS [ ] NON OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	11253.131	01/05/2025	01/05/2026	[ ] WC STATU-TORY LIMITS [ ] 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF SANTA FE
PO BOX 909
SANTA FE, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Item #: 25-0451
Munis Contract #: 3260013
RFP#: 25135

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **St. Elizabeth Shelter Corporation**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-102; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

- St. Elizabeth Shelter will continue operating a 122-unit mixed-use rental property at 3007 S. St. Francis Dr.housing recently homeless and lower-income individuals in separate apartments. As such:
    a. 60 formerly homeless residents will be housed at any given time;
    b. They will be provided with a wide range of supportive services designed to help stabilize them in a safe, secure environment and maintain their newfound housing;
    c. An on-site program/case manager, case manager, supportive housing navigator and licensed therapist will help residents with their immediate and longer-term needs, including addressing and ameliorating their behavioral and physical health, as well as alcohol/substance abuse and other issues;
    d. Referrals will be made on an individual basis to partnering social-service agencies specializing in the issues presented by each resident to appropriately address and alleviate them;
    e. Staff will work with residents to counsel and teach needed life skills, such as job, financial, coping, hygiene, housekeeping, self-advocacy, etc.

- The program's goal is to provide the resources needed for these recently homeless individuals to maintain their housing while making connections to available community services to enable continued living as independently as possible, whether at this property or moving to another residence.
- Participate in coordination with the City and community partners around data and cases to ensure

system effectivity.:

a. Coordinated Entry (CE) to prioritize individuals for community services,;
b. Appointing a main point of contact for CE and by name list data entry;
c. Obtain ongoing training for the Lead in both the NM Homeless Management Information System (HMIS), CE and by name list; and
d. Participation in City-lead coordination efforts as appropriate.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to homeless services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

.A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of two-hundred and fifty thousand dollars ($250,000) , such compensation not to exceed $250,000,. **The total amount payable to the Contractor under this Agreement, shall not exceed $250,000**

B. Payment. The total compensation for the first year of this contract shall be $250,000. Compensation for subsequent years shall be contingent upon both approved and available budget appropriations and shall be based on actual utilization.
PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE CITY. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. **Notice of Extended Payment Provision For Grant Funded Contracts**. This contract allows the City to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. The total compensation for the first year of this contract shall be $250,000. Compensation for subsequent years shall be contingent upon both approved and available budget appropriations and shall be based on actual utilization. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

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

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

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

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

Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

terms and conditions of the **RFP Number 25135, Homeless Services** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Kristen Woods, krwoods@santafenm.gov

To the Contractor: Martin Ruybalid, director@steshelter.org, 505-982,6611 x 107

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

Alan Webber (Sep 29, 2025 15:18:03 MDT)

MAYOR ALAN WEBBER

CONTRACTOR:

Martin Ruybalid

Martin Ruybalid (Jun 19, 2025 09:19 MDT)

MARTIN RUYBALID, Director

DATE: 06/19/2025

NMBTIN#: 85-0347650

City of SF Business License #:02-059151-00-9

ATTEST:

ANDREA SALAZAR (Sep 29, 2025 15:47:55 MDT)

CITY CLERK

GB MTG 09-24-25

CITY ATTORNEY'S OFFICE:

Patricia Feghali

Patricia Feghali (Jun 20, 2025 09:08 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

From: Matt Loehman
To: WOODS, KRISTEN R.
Subject: Re: City of Santa Fe - First Right of Refusal
Date: Friday, October 25, 2024 4:26:31 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Fri, Oct 25, 2024 at 4:22 PM WOODS, KRISTEN R. <krwoods@santafenm.gov> wrote:

> Good Afternoon,
>
> I am writing to see if you are interested in this Scope of Work for the City of Santa Fe:
>
> The City's Youth and Family Services Department is seeking qualified Consultants to provide services in support of individuals experiencing homelessness and/or housing insecurity. One or more consultants will be awarded a contract. Applicants are invited to propose projects or services in need of funding that relate to one or more of the following:

- Data Collection and Analysis
- Outreach Services
- Employment Development and Programming
- Program Evaluation
- Eviction Prevention Program Development/ Facilitation
- Grant Writing
- Homeless Services/ Operations
- Substance abuse programs and services
- Medical and/or mental health services
- Other miscellaneous services to homeless individuals or related to the prevention of homelessness.

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division

Community Health and Safety Department

Office: (505) 955-6913 | Cell: (505) 479-2183 | Email: krwoods@santafenm.gov

CITY OF SANTA FE

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Book time to meet with me

From: DUTTON-LEYDA, TRAVIS K.
To: WOODS, KRISTEN R.
Subject: RE: Determination Request
Date: Friday, October 4, 2024 1:10:21 PM

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  -IT components - ereview@santafenm.gov
  -Vehicles – dmjaramillo@santafenm.gov
  -Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  -Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
  -Emergency Related Purchases - bgwilliams@santafenm.gov
  -Asset over $5k - lmstorey@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper

documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

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

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

More Procurement, less drama ~ John Blair

From: WOODS, KRISTEN R. <krwoods@santafenm.gov>
Sent: Friday, October 4, 2024 10:18 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Determination Request

Good Morning Travis!

I am hoping you can help me get a Determination on this Scope of Work. Please let me know if you have any questions.

The City of Santa Fe has an ambitious plan to continue its critical work of addressing the homelessness crisis as a top priority. This includes leveraging and scaling the success of the Micro-Community Initiative. Consultant will offer services to create and steward the Micro-community (SOS) Advisory Council.

The work includes:
A. Recruiting membership
B. Managing tasks associated with meetings
C. Communication management
D. Facilitating meetings at least monthly
E. Preparing presentations and other materials
F. Coordination with stakeholders as needed
G. Attending meetings as requested

The final deliverable will be a comprehensive resource / toolkit that is scalable and usable and contains practical information on procedures, workflow, best practices, and other information for easy replicability.

Thank you!

Kristen Woods (she/her)

Program Manager, Youth and Family Services Division
Community Health and Safety Department
Office: (505) 955-6913 | Cell: (505) 479-2183 | Email: krwoods@santafenm.gov

CITY OF SANTA FE

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Signature: 

Email: xivigil@santafenm.gov

CITY OF SANTA FE

The Purchasing Memo

Date: April 27, 2026

To: Governing Body

From: Sebastian Gallegos, Airport Project Manager SFG 04/27/26

Via: Jimmy Gunn, Interim Airport Director JGunn
James Garduno, Airport Project Manager JG

Subject: Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal

Vendor Name: Cassidy's Landscaping, Inc

Vendor Number: 8919

ACTION:
Request for Approval of a General Services Contract with Casidy's Landscaping, Inc in the Total Amount of $1,081,875.00 Including NMGRT for On-Call Landscape and Snow and Ice Control for a Term of Ten (10) Years. (Sebastian Gallegos, Airport Project Manager, sfgallegos@santafenm.gov)

CONTRACT NUMBER:
The FY26 Munis Contract Number is 3260407.

BACKGROUND AND SUMMARY:
The Santa Fe Regional Airport serves as a critical transportation hub for northern New Mexico, supporting commercial air service, general aviation, and essential public services. As airport operations continue to grow, maintaining safe, accessible, and visually appealing facilities is essential to meeting regulatory requirements, operational standards, and passenger expectations. Due to the Airport's high-desert climate, seasonal conditions present unique maintenance challenges. During warmer months, routine landscaping is required to control vegetation growth, maintain clear sightlines, reduce wildlife attractants, and ensure compliance with FAA safety guidelines. Proper grounds maintenance also contributes to the overall aesthetic quality of the Airport, reinforcing a positive first impression for visitors and the traveling public. In winter months, snow and ice accumulation can significantly impact airfield operations, roadway access, and pedestrian safety. Timely and effective snow removal and ice control are critical to maintaining continuous operations, minimizing delays, and ensuring safe access to terminal facilities, parking areas, and support infrastructure. Rapid response is particularly important given the variability and unpredictability of winter weather events in the region. Establishing on-call landscaping and snow/ice control services provides the Airport with the flexibility to respond efficiently to changing conditions without maintaining a full-time, in-house workforce for these seasonal and event-driven needs. This approach ensures that qualified personnel and specialized equipment are readily available to support operational continuity, safety, and regulatory compliance throughout the year. Overall, procuring on-call services for landscaping and snow/ice control is a necessary and cost-effective measure to support the Airport's mission of providing safe, reliable, and high-quality service to the public.

ATTACHMENTS:
General Services Contract
Bid
Certificate of Insurance
Horizons Service List
CPO Determination/Blanket List

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:
Fund Name/Number: Various
Munis Org Name/Number: Various
Munis Object Name/Number: Various

Budget Officer/Designee: Andy Hopkins Date: 04/27/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:
The procurement method used was ITB# FY26-ITB-037

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montano Date: 04/30/2026
CPO Comment/Exceptions: NMSA 1978 13-1-103

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: _____

Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number _____
Approval: _____ Title: _____ Date: _____
Comment/Exceptions: _____

Signature: SEBASTIAN GALLEGOS
SEBASTIAN GALLEGOS (Apr 27, 2026 10:53:00 MDT)

Email: sfgallegos@santafenm.gov

Signature: JAMES GARDUNO

Email: jdgarduno@santafenm.gov

Signature:

Email: jdgunn@santafenm.gov

CITY OF SANTA FE

GENERAL SERVICES CONTRACT

Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Cassidy's Landscaping herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

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

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

C. "Fiscal Year" means the twelve-month period beginning on July 1 and ending on June 30 of the following calendar year.

D. "Fiscal Year Quarters" means the four three-month periods within the City's fiscal year, defined as follows: Quarter 1 is July 1 through September 30; Quarter 2 is October 1 through December 31; Quarter 3 is January 1 through March 31; and Quarter 4 is April 1 through June 30.

2. Scope of Work

The Contractor shall perform the following work:

This Scope of Work outlines year-round grounds maintenance services for The Santa Fe Regional Airport ("Airport") to ensure that all landscaped and exterior areas of the airport are safe, attractive, well-maintained, and do not interfere with airport operations or security.

- The Contractor's personnel must pass background checks and comply with TSA and Airport security regulations where required.
- All work will be conducted with minimal disruption to Airport operations, passengers, and staff.
- Work zones must be properly secured, with warning signage and coordination with Airport operations or facilities departments.

A. Landscape and Irrigation Maintenance shall at a minimum meet the following criteria:

- Remove low-hanging or dead branches that obstruct visibility, signage, or pose hazards to vehicles or pedestrians.
- Inspect and test all irrigation zones monthly during the operating season.
- Perform basic repairs (e.g., head adjustments, minor leaks).
- Coordinate major repairs with Airport facilities personnel.
- Collect and dispose of all plant litter, trash, or debris on each site visit.
- Remove trees as directed by the Airport Director or the Airport Director's designee ("Airport Director") using equipment and personnel experienced in working near sensitive infrastructure.
- Grind stumps 6–12 inches below grade unless otherwise directed.
- Backfill and restore disturbed areas with soil and seed or mulch.
- Provide 24/7 emergency response service for fallen or storm-damaged trees.
- Must respond within 4 hours of notification from Airport staff.
- Trim shrubs and ornamental grasses to maintain shape and safety clearance.
- Maintain beds free of litter, weeds, and encroachments.
- Apply herbicides and insecticides in accordance with FAA-approved materials lists and environmental guidelines.
- Prevent invasive vegetation near fencing around the airfield, signage, and utilities.
- All sidewalks shall be blown off and cleared of all debris.
- Excavation and removal of debris and fallen plant material in and around buildings, roads and parking areas.
- Erosion control - when needed around buildings and airfield and the fenceline around the airfield.

- Storm water management.
- Fine grading - all roads and parking areas not paved within the airport boundaries.
- Green waste/waste disposal - there is an onsite green waste disposal area.

B. Snow and Ice Control shall at a minimum meet the following criteria:

- Monitor weather forecasts and initiate pre-treatment with salt/brine for incoming winter weather.
- Plow and clear areas outside the airfield fence including parking lots, roadways, walkways, loading zones, employee access routes, and administrative building entries.
- Avoid snow discharge near stormwater inlets, fire hydrants, ADA ramps, or security gates.
- All pedestrian areas shall be cleared to bare pavement condition.
- Apply deicer to prevent refreezing.
- Use airport-approved, non-corrosive deicing products as directed by the Airport Director.
- Do not use rock salt or chloride-based materials on concrete less than one year old or near sensitive infrastructure.
- Snow hauling off of Airport property must be approved in writing by the Airport Director.

C. Performance standards shall meet the following criteria:

- Landscaped areas must appear healthy, weed-free, and professionally maintained.
- Snow and ice removal shall begin within 2 hours of event start or accumulation.
- No disruption to airport operations is permitted without prior approval by the Airport Director, which shall not be unreasonably withheld or denied.

D. Scheduling and Frequency:

- Landscape and Irrigation Maintenance shall be conducted on an On-Call basis per the Airport's needs.at least monthly, and more frequently as needed to comply with other standards set forth herein.
- Snow and Ice Control shall be conducted on an On-Call basis per the Airport's needs.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts specified in Exhibit A.

For the services satisfactorily performed as described in the scope of work, the City agrees to pay the contractor an amount not to exceed $1,000,000.00. The services in the contract include Gross Receipts Tax (GRT). The GRT on this contract is levied pursuant to New Mexico law, currently at the rate of

8.1875% equaling $81,875.00. The total not to exceed compensation for the contract including GRT is $1,081,875.00.

The applicable gross receipts tax shall be shown as a separate amount on each billing or request for payment made under the contract, consistent with NMSA 1978, Section 13-1-108.

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.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **ten (10) years from date of final signature**. A contract for general services may not exceed ten (10) years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. 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.

6. 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 the 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 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.*

7. 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 the "Termination" article herein, or to agree to the reduced funding.

8. Status of Contractor

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

9. 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.

10. 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.

11. 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.

12. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. Commercial Warranty

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

14. Condition of Proposed Items

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

15. Records and Audit

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

16. 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.

17. Release

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

18. 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 prior written approval by the City.

19. Conflict of Interest

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this 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 Paragraph 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.

20. Approval of Contractor Representatives

The City reserves the right to require a change in the Contractor's assigned representatives if they are not adequately serving the City's needs.

21. Scope of Contract; Merger

This Contract incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the FY26-ITB-037 - Santa Fe Reginal Airport Landscaping Maintenance and Snow Removal and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

22. Notice

The Procurement Code, 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 bribes, gratuities, and kickbacks.

23. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this 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.

24. Indemnification

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

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. 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.

27. Limitation of Liability

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

28. Incorporation by Reference and Precedence

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

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

29. 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.

30. Inspection

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

31. Inspection of Services

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

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

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

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

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

1. require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

2. reduce the contract price to reflect the reduced value of the services performed.

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

1. by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

2. terminate the contract for default.

32. Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage And Limits 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.

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.

33. Impracticality of Performance

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

34. 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.

35. 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.

36. Patent, Copyright and Trade Secret Indemnification

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

1. give the Contractor prompt written notice within 48 hours of any claim;

2. allow the Contractor to control the defense of settlement of the claim; and

3. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

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

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

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

3. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts,

which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

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

38. Disclosure Regarding Responsibility

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

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

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

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in the "Termination" article of this Contract.

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

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

further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to the "Amendment" article of this Contract.

40. Notification

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

To the City:	**To the Contractor:**
Sebastian Gallegos Project Manager 121 Aviation Drive Santa Fe, NM 87507 sfgallegos@santafenm.gov 505-695-3538	Cassidy's Landscaping Inc Bill Cassidy 3901 Agua Fria, Santa Fe, NM 87507 bill@cassidyslandscaping.com 505-474-4500

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

41. Succession

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

[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:
CASSIDY'S LANDSCAPING INC.

Bill Cassidy (Apr 20, 2026 13:39:08 MDT)

BILL CASSIDY, OWNER

DATE: Apr 20, 2026

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Kevin L. Nault
Kevin L. Nault (Apr 20, 2026 15:08:35 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS (Apr 30, 2026 17:16:48 MDT)

ANDREA, PHILLIPS, INTERIM FINANCE DIRECTOR

Exhibit A

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Brush Removal	1	Hourly	$45.00
2	Line Trimming	1	Hourly	$40.00
3	Pruning Herbaceous Plants	1	Hourly	$45.00
4	Pruning Woody Plants	1	Hourly	$45.00
5	Mowing	1	Hourly	$40.00
6	Weed Eating	1	Hourly	$40.00
8	Stump Grinding	1	Hourly	$100.00
9	Tree Chipping	1	Hourly	$100.00
10	Fertilization	1	Pound	$2.00
11	Pre-Emergent Weed Control	1	Pound	$150.00
12	Post-Emergent Weed Control	1	Pound	$150.00
13	Tree Removal 1" - 3"	1	Each	$100.00
14	Tree Removal, 4" - 7"	1	Each	$275.00
15	Tree Removal 10" - 12"	1	Each	$1,500.00
16	Hydro Seeding	1	Square Yard	$3.06
17	Grading	1	Hourly	$100.00
18	Back Filling	1	Hourly	$100.00
19	Excavation and Removal	1	Hourly	$200.00
20	Erosion Control	1	Hourly	$100.00
21	Superintendent	1	Hourly	$65.00
22	Superintendent Emergency/After Hours	1	Hourly	$97.50
23	Foreman	1	Hourly	$50.00
24	Foreman Emergency/After Hours	1	Hourly	$75.00
25	Experienced Laborer	1	Hourly	$45.00
26	Experienced Laborer Emergency/After Hours	1	Hourly	$67.50
27	Laborer	1	Hourly	$40.00
28	Laborer Emergency/After Hours	1	Hourly	$60.00
29	Irrigation Spring Start-Up	1	Hourly	$140.00
30	Irrigation Winter Shut-Off	1	Hourly	$140.00
31	Snow Plow (On Truck)	1	Hourly	$180.00
32	Snow Plow (On ATV/UTV)	1	Hourly	$150.00
33	Shovel/snow blow pedestrian areas	1	Hourly	$150.00
34	Ice Control - New Deal Deicer	1	Square Yard	$1.50
35	Snow hauling off-site	1	Each	$200.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/21/2026

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 Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Michael Latting **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** sromero@danielsinsuranceinc.com
INSURED Cassidys Landscaping, Inc. 3901 Agua Fria Rd Santa Fe NM 875079202 (505) 474-4500	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Champlain Specialty Insurance Co — 16834 **INSURER B :** New Mexico Mutual Casualty Compa — 40627 **INSURER C :** Burlington Insurance Company — 23620 **INSURER D :** National Indemnity Company — 20087 **INSURER E :** Westchester Surplus Lines Insura — 10172 **INSURER F :**

COVERAGES SR **CERTIFICATE NUMBER:** Cert ID 40644 (266) **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CSAR-CGL-0003773-02	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
D	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			70APB013369	01/14/2026	01/14/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ none			605BE10083-01	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0099197.108	01/01/2026	01/01/2027	[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
E	Pollution Liability			G48624959-002	06/01/2025	06/01/2026	Each Occurrence	$ 1,000,000
E	Pollution Liability			G48624959-002	06/01/2025	06/01/2026	Aggregate	$ 2,000,000

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

General Liability policy contains an Automatic Add'l Insd granted to the Cert Holder, on-going and completed operations, and Waiver of Subrogation are included per written contract. General Liability policy will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted when required by written contract. Automobile policy contains a blanket add'l insured granted to the cert-holder when required by written contract. Umbrella Liability follows form over the General Liability/Auto Liability/Employers Liability. ..

RE: Oncall Contract

CERTIFICATE HOLDER

City of Santa Fe

Po Box 909

Santa Fe NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GALLEGOS, SEBASTIAN F.

From: Sandra Lucero <slucero@horizonsofnewmexico.org>
Sent: Friday, July 18, 2025 10:56 AM
To: GALLEGOS, SEBASTIAN F.
Cc: Matt Loehman; Joseph Perez; gblock@horizonsofnewmexico.org
Subject: Re: First right of refusal inquiry

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Sebastian,

After some discussion we will respectfully decline inquiry.

We thank you for the opportunity and look forward to working with you in the future.

Have a wonderful weekend!

On Fri, Jul 18, 2025 at 10:42 AM GALLEGOS, SEBASTIAN F. <sfgallegos@santafenm.gov> wrote:

> Good morning, I just wanted to see if you had any update on this Inquiry?
>
> ***Thank you,***
>
> ***Sebastian Gallegos***
>
> ***Project Administrator***
>
> ***Santa Fe Regional Airport***

121 Aviation Dr. Santa Fe, NM 87507

sfgallegos@santafenm.gov

Cell 505-695-3538

Office

SANTA FE
REGIONAL AIRPORT

From: GALLEGOS, SEBASTIAN F.
Sent: Tuesday, July 15, 2025 4:28 PM
To: Matt Loehman <mloehman@horizonsofnewmexico.org>; Joseph Perez <jperez@horizonsofnewmexico.org>; Sandra Lucero <slucero@horizonsofnewmexico.org>
Subject: First right of refusal inquiry

Good afternoon,

I would like to offer you the first right of refusal, please let me know.

Monthly Landscape Maintenance for new short term and long term

parking lots.

Rake and clean all common gravel. Weeds will be Check weekly.

A non-selective herbicide will be sprayed for densely weeded areas.

Sidewalks will be blown clear of leaves and debris

Shrubs will be trimmed as necessary to produce a neat and healthy appearance.

Trees will be trimmed as necessary to produce a neat and healthy appearance. This will be limited to fourteen feet tall and does not include major pruning.

Irrigation

All stations will be checked following service to look for:

1. Proper spray pattern 2. Timer operations

3. Broken lines 4. ON/OFF sequence

4. Line leaks 6. Valve operation

Activate in spring, shut down in fall.

Any malfunctions will be reported immediately.

order prior to commencement of our work.

Snow plowing

A. Plow snow from parking lot, entrances and exits when more

than Three inches Has accumulated.

B. To combat the formation of ice uses Scoria. Scoria is not an

ice melt, but acts like a non-skid and also has melting properties.

C. Use ice melt that is safe for concrete however the

use of ice melt over a period of time will affect concrete areas.

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

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

Date: March 24, 2026

To: Governing Body, Quality of Life Committee, Finance Committee

From: Mario Risso, Assistant Fire Chief MARIO RISSO

Via: Scott Ouderkrik, Interim Fire Chief SCOTT OUDERKIRK

RE: Increasing Availability of Narcan at Certain City Facilities and on City Buses

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EXECUTIVE SUMMARY:

The proposed resolution directs the City Manager to ensure that Naloxone, also referred to as Narcan, is available to employees of the City of Santa Fe's Transit Division, libraries, and recreation centers. It further requires that employees in these locations receive training to recognize the signs of an opioid overdose and to safely administer Naloxone in emergency situations.

BACKGROUND:

Non-medical and illicit opioid use remains a significant public health crisis at the national, state, and local levels. According to the Centers for Disease Control and Prevention, drug overdoses are a leading cause of injury-related death in the United States, with more than 53,000 overdose deaths reported in 2024. New Mexico has consistently experienced one of the highest overdose death rates in the nation, with 4,380 deaths statewide between 2019 and 2023, including over 350 deaths in Santa Fe County alone. The growing prevalence of fentanyl has further increased the risk of fatal overdoses.

Opioid overdoses can occur rapidly and require immediate intervention. Naloxone (Narcan) is a safe, non-addictive medication that can quickly reverse the effects of an overdose and restore breathing. Public spaces such as City buses, libraries, and recreation centers are frequently accessed by diverse populations and may be site where overdoses occur. Expanding access to Naloxone and training non-medical personnel to recognize and respond to overdoses is a harm reduction strategy that can reduce the number of overdose deaths in Santa Fe.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Paul Bustamante

Councilor Pilar Faulkner

Councilor Alma Castro

A RESOLUTION

ENSURING THE AVAILABILITY OF NARCAN FOR CITY OF SANTA FE TRANSIT, LIBRARY, AND RECREATION STAFF; REQUIRING TRAINING FOR APPROPRIATE EMPLOYEES TO RECOGNIZE OPIOID OVERDOSES AND ADMINISTER NARCAN; AND DIRECTING THE CITY MANAGER TO IDENTIFY AND ALLOCATE FUNDING TO MAINTAIN THE SUPPLY OF NARCAN NASAL SPRAY AND TRAINING OF NARCAN.

WHEREAS, the use of opioids, including but not limited to hydrocodone, oxycodone, Fentanyl, carfentanil, tramadol, methadone, and heroin can be fatal or cause severe side effects; and

WHEREAS, according to the United States Centers for Disease Control and Prevention (CDC) "[d]rug overdoses are one of the leading causes of injury death in adults."; and

WHEREAS, in 2024 the CDC reported fifty-three thousand three hundred thirty-six (53,336) total deaths from drug overdoses in the United States; and

WHEREAS, according to the New Mexico Department of Health (NMDOH), New Mexico's drug overdose death rate has more than tripled since 1990, and has also been one of the

highest in the nation for the majority of the last two decades; and

WHEREAS, NMDOH reported from 2019 to 2023 a total of four thousand three hundred (4,380) people reportedly died from a drug overdose in New Mexico, and in Santa Fe County there were three hundred fifty-three (353) deaths; and

WHEREAS, drugs, including but not limited to heroin, cocaine, opioids, and Xanax are being laced with Fentanyl, and whole pharmaceutical Fentanyl is fifty to one hundred (50 to100) times more potent than morphine; and

WHEREAS, according to the United States Drug Enforcement Administration, illicitly manufactured Fentanyl can contain even higher concentrations than whole pharmaceutical Fentanyl, increasing the chances of overdose, with six out of every ten pills laced with Fentanyl containing a potentially lethal dose; and

WHEREAS, opioid overdoses can occur rapidly and often require immediate intervention, and timely administration of Naloxone can reverse the effects of an overdose and restore breathing within minutes; and

WHEREAS, harm reduction is a proactive and evidence-based approach to reduce overdoses and overdose deaths as well as the harm associated with drug use at both the individual and community level; and

WHEREAS, Naloxone, also referred to as Narcan, is a medication that reverses the effects of a drug overdose, and is a safe, non-addictive medication that has no effect if opioids are not present and has been widely used to prevent overdose deaths; and

WHEREAS, public spaces such as buses, libraries, and recreation centers are frequently accessed by diverse populations and may be locations where overdoses occur or where individuals experiencing an overdose can be encountered; and

WHEREAS, training City of Santa Fe ("City") staff to recognize the sign of an opioid overdose and administer Narcan enables non-medical personnel to respond promptly and

potentially save lives in emergency situations; and

WHEREAS, expanding access to Narcan and training on the use of Narcan can reduce emergency medical costs and prevent loss of life; and

WHEREAS, the City currently receives donations of Narcan Nasal Spray from the New Mexico Department of Health and provides it to City departments, including the Fire Department and Transit Division; and

WHEREAS, the City wishes to ensure the continuous availability of Narcan Nasal Spray for buses, libraries, and recreation centers regardless of whether the City is receiving donations or funding for Narcan; and

WHEREAS, the City is committed to maintaining access to Narcan to protect public health and safety regardless of the availability of outside resources.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City Manager shall ensure that Narcan is available to employees of the City of Santa Fe's Transit Division, libraries, and recreation centers.

BE IT FURTHER RESOLVED that the appropriate City employees shall be trained to recognize opioid overdoses and administer Narcan.

BE IT FURTHER RESOLVED that the City Manager shall identify and allocate funding sources, as needed, to ensure the continuous availability of Narcan Nasal Spray and related trainings for City personnel, including during periods when outside resources are not available.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (May 4, 2026 10:03:15 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Increasing Availability of Narcan at Certain City Facilities and Buses

FIR No. 10751.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Increasing Availability of Narcan at Certain City Facilities and on City Buses.

Sponsor(s): Councilor Paul Bustamante, Councilor Pilar Faulkner, and Councilor Alma Castro

Reviewing Department(s): City of Santa Fe Fire Department

Staff Completing FIR: Mario Risso, Assistant Fire Chief **Date:** 4/27/2026 **Phone:** (505) 955-3110

Reviewed by City Attorney: Marcos D. Martinez (Apr 30, 2026 16:33:08 MDT) **Date:** 04/30/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Apr 30, 2026 17:11:16 MDT) **Date:** 04/30/2026

Summary:
The proposed resolution directs the City Manager to ensure that Naloxone, also referred to as Narcan, is available to employees of the City of Santa Fe's Transit Division, libraries, and recreation centers and that employees in those locations receive training to recognize the signs of an opioid overdose and to safely administer Narcan in emergency situations. It further requires that the City Manager shall identify and allocate funding sources to ensure the continuous availability or Narcan and related trainings for City personnel.

Departments Affected:
Transit, Library, Recreation, City Manager.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, transit, libraries, and recreation centers may lack access to Narcan and the training needed to recognize and respond to an opioid overdose.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
The City Manager would need to identify and allocate funding sources, as needed, to ensure the continuous availability of Narcan for transit, libraries, and recreation centers, including during periods when outside recourses are not available.

Fiscal Implications:
** Currently, the City receives Narcan at no cost from the New Mexico Department of Health (NMDOH), which is provided to the Fire Department and Transit Division. If NMDOH were to no longer supply Narcan, the City Manager would need to identify and allocate funding sources, as needed, to ensure the continued availability of Narcan and related trainings.

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: SCOTT OUDERKIRK (Apr 30, 2026 17:26:18 MDT)

Email: slouderkirk@santafenm.gov

Signature: MARIO RISSO (May 1, 2026 07:47:08 MDT)

Email: mdrisso@santafenm.gov

Date: May 5, 2026

To: Governing Body, Quality of Life Committee, Finance Committee

From: Carly Venditti, Metropolitan Redevelopment Agency Department Deputy Director CAV

Via: Andrea Phillips, Deputy City Manager AP ANDREA PHILLIPS

RE: Approving the Midtown Metropolitan Redevelopment Area Plan

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EXECUTIVE SUMMARY:

The proposed resolution would approve the Midtown Metropolitan Redevelopment Area Plan ("Plan") for the City of Santa Fe ("City"). Pursuant to NMSA 1978, Section 3-60A-9, the proposed resolution would determine that the Plan will help eliminate or prevent blight, conforms to the City's General Plan, and affords maximum opportunity consistent with the needs of the community for the redevelopment of the Midtown Metropolitan Redevelopment Area by private enterprises or persons. The Plan also does not include proposed activities that require displacement or relocation of any families or individuals, and a method for providing displacement or relocation accommodations is not needed. The Plan, if adopted, also delegates limited specific powers to the MRA Commission to carry out the goals of the Plan.

(See, Attachment A).

BACKGROUND:

The State of New Mexico, through the Metropolitan Redevelopment Code (NMSA 1978, Chapter 3, Article 60A, Section 1 through 49), authorizes municipalities to prepare and amend metropolitan redevelopment plans, and to undertake and carry out metropolitan redevelopment projects. The City determined that blighted conditions exist within the Midtown Local Innovation Corridor Overlay District (LINC) with the addition of Franklin Miles Park and, on June 25,2025, designated the area as a Metropolitan Redevelopment Area through Resolution No. 2025-42.

The City now seeks to formally adopt the Midtown Metropolitan Redevelopment Area Plan to guide future redevelopment efforts, with a focus on equitable development, enhanced public health and safety, and long-term economic vitality for the Midtown Metropolitan Redevelopment Area.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Amanda Chavez

Mayor Michael Garcia

A RESOLUTION

APPROVING THE ADOPTION OF THE SANTA FE MIDTOWN METROPOLITAN REDEVELOPMENT AREA PLAN.

WHEREAS, the State of New Mexico has enacted the Metropolitan Redevelopment Code ("Code"), NMSA 1978, Chapter 3, Article 60A, Sections 1 through 49, as amended, which authorizes the City of Santa Fe, New Mexico, ("City") to prepare and amend metropolitan redevelopment plans, and to undertake and carry out metropolitan redevelopment projects; and

WHEREAS, pursuant to NMSA 1978, Section 3-60A-8, as amended, "[a] local government shall not prepare a metropolitan redevelopment plan for an area unless the local government has, by resolution, determined the area to be a slum area or a blighted area or a combination thereof and designated the area as appropriate for a metropolitan redevelopment project…"; and

WHEREAS, the City found that blighted areas exist in the Midtown Site which geographically align with the Midtown Local Innovation Corridor Overlay District (the "LINC") and officially designated the area within the LINC, with the addition of Franklin Miles Park, as a Metropolitan Redevelopment Area on June 25, 2025, through the adoption of Resolution No. 2025-

42; and

WHEREAS, consistent with NMSA 1978, Section 3-60A-8, the Governing Body will have conducted a public hearing to gather and consider public input about the Midtown Metropolitan Redevelopment Plan; and

WHEREAS, the City of Santa Fe wishes to formally adopt the Midtown Metropolitan Redevelopment Plan, attached as Exhibit A, to guide redevelopment strategies and implement recommendations that advance equitable development, improve public health and safety, and create long-term economic vitality for the Midtown Metropolitan Redevelopment Area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that:

A. The Midtown Metropolitan Redevelopment Area Plan proposes activities for the redevelopment of the Midtown Metropolitan Redevelopment Area that will aid in the elimination and prevention of blight; and

B. The Midtown Metropolitan Redevelopment Area Plan does not include proposed activities that require the displacement or relocation of any families and individuals from their dwellings and a method for providing displacement or relocation accommodation is not needed; and

C. The Midtown Metropolitan Redevelopment Area Plan conforms to and complements the City of Santa Fe General Plan; and

D. The Midtown Metropolitan Redevelopment Area Plan affords maximum opportunity consistent with the needs of the community for the rehabilitation or redevelopment of the Midtown Metropolitan Redevelopment Area by private enterprise or persons, and objectives of the Midtown Metropolitan Redevelopment Area Plan justify the proposed activities as public purposes and needs.

BE IT FURTHER RESOLVED that the Midtown Metropolitan Redevelopment Area

Plan as shown in the attached Exhibit A, is hereby approved.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martinez

Marcos D. Martinez (May 7, 2026 16:22:39 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolutions/Approving the Midtown Metropolitan Redevelopment Plan

Exhibit A

SANTA FE MIDTOWN METROPOLITAN

REDEVELOPMENT PLAN



pland COLLABORATIVE

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MRA RESOLUTION

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-42

INTRODUCED BY:

Mayor Alan Webber

Councilor Jamie Cassutt

Councilor Amanda Chavez

A RESOLUTION

MAKING A FINDING OF NECESSITY AND DESIGNATING AN AREA COMPRISED OF A MAJORITY OF THE MIDTOWN LOCAL INNOVATION CORRIDOR OVERLAY DISTRICT AND GENERAL FRANKLIN E. MILES PARK AS A METROPOLITAN REDEVELOPMENT AREA.

WHEREAS, the New Mexico Legislature adopted a Metropolitan Redevelopment Code to, among other things, provide strategies for municipalities to finance redevelopment projects; and

WHEREAS, SFCC 1987, Section 7-2.3 provides that the City of Santa Fe ("City") can declare and designate a metropolitan development area as "appropriate for a metropolitan development project"; and

WHEREAS, SFCC 1987, Section 7-2.8**,** provides that, in order to designate an area as a metropolitan redevelopment area, the City must first adopt a resolution establishing the following two criteria: 1) the area is either a slum or blighted; and 2) rehabilitation, conservation, slum clearance, redevelopment or development, or a combination thereof in the area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the city; and

WHEREAS, the Midtown Local Innovation Corridor Overlay District (the "LINC")

consists of diverse tracts of land which, according to a study commissioned by the City, the *Midtown Metropolitan Development Plan: Designation Report,* Attachment A, is characterized by deteriorated or deteriorating structures, defective or inadequate street layout, faulty lot layout, deterioration of sites or other implements, a lack of adequate housing facilities, obsolete or impractical platting, and a significant number of vacant or struggling commercial businesses, all of which are inconsistent with the described goals in SFCC 1987, Section 14-1.3 of the land-use code, to "create conditions favorable to the health, safety, convenience, prosperity and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets or other features of the general plan; providing parks and trails; providing sewer, water and other infrastructure; providing adequate open space for traffic, recreation, drainage, light and air; and providing for the appropriate distribution of population and traffic"; and

WHEREAS, the LINC lies within two designated census tracts, 11.03 and 10.02, which as defined in 26 USCA § 1400Z–1, are "qualified opportunity zones": distressed areas, identified by the federal government as needing targeted investment in economic development; and

WHEREAS, the purpose of identifying opportunity zones was to spur economic development and job creation in distressed communities by providing tax benefits to investors; and

WHEREAS, the economically challenging conditions in these census tracts have impaired the sound growth, development, and economic well-being of the City, creating an economic and social burden detrimental to the public health, safety, and welfare of the City; and

WHEREAS, the LINC includes a multi-unit residential property, more specifically described as the area covered by Lot 3B1**,** as recorded in instrument number 1171143, Book 482, Page 35, of the Santa Fe County Clerk ("Multi-Unit Residential Property"); and

WHEREAS, as the only residential property in the LINC, the Multi-Unit Residential Property's interests and needs are distinct from the rest of the LINC; and

WHEREAS, General Franklin E. Miles Park, recorded in instrument number 622,332,

Book 173, Page 27, filed on May 14, 1987, of the Santa Fe County Clerk ("Franklin Miles Park"), is adjacent to the LINC; and

WHEREAS, Franklin Miles Park has irrigation infrastructure that is over thirty years old and past its life expectancy; ballfield light poles that have either already been removed due to deteriorating infrastructure or will need to be removed in the future due to deteriorating infrastructure; chronic presence of drug paraphernalia (such as syringes) left by drug users; and rodent damage to concession stands, restrooms, wiring, and irrigation; and

WHEREAS, Franklin Miles Park's conditions are consistent with the definition of "blight" established in SFCC 1987, Section 7-2.3; and

WHEREAS, the *Midtown Metropolitan Development Plan: Designation Report* notes on page 15 that the "absence of high-quality parks, plazas, and gathering places discourages pedestrian activity and limits opportunities for community engagement" and rehabilitating the park would help address this concern.

NOW, THEREFORE, BE IT RESOLVED THAT THE GOVERNING BODY OF THE CITY OF SANTA FE finds that a blighted area exists in the LINC, depicted in Attachment B, and the rehabilitation, conservation, and redevelopment of the area is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that a blighted area exists in Franklin Miles Park, depicted on in the southwest corner of Attachment B, and which is adjacent to the LINC, and the rehabilitation, conservation and redevelopment of the park is necessary and is in the interest of the public health, safety, and welfare of the residents of the City of Santa Fe.

BE IT FURTHER RESOLVED that the area within the LINC, defined by SFCC 1987, Section 14-5.5D (2), other than the Multi-Unit Residential Property and Franklin Miles Park, are designated a Metropolitan Redevelopment Area, pursuant to SFCC 1987, Section 7-2.8, and NMSA 1978, Section 3-60A-8.

PASSED, APPROVED, and ADOPTED this 25th day of June, 2025.

Alan Webber (Jun 26, 2025 16:52 MDT)
ALAN WEBBER, MAYOR

ATTEST:

ANDREA SALAZAR (Jun 26, 2025 17:35 MDT)
ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry (Jun 26, 2025 13:38 MDT)
ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/2025-42(R)/Midtown Redevelopment Area Designation

BACKGROUND

THE SANTA FE METROPOLITAN REDEVELOPMENT AGENCY

The City of Santa Fe formally established the Santa Fe Metropolitan Redevelopment (MR) Agency in 2023 recognizing the need for an agency to spearhead efforts to revitalize areas designated as slum or blighted. The agency is working along other city departments to identify potential MRA districts, assess whether those areas met the MR designation criteria, and develop a plan to address those conditions. The outcomes of a successful MRA district revitalization effort is improved public health and safety, and long-term economic vitality.

The Santa Fe MR Agency is responsible for:

- ☑ *Identifying and designating MRA districts through a public process.*
- ☑ *Developing and implementing redevelopment plans aligned with the City's comprehensive plan.*
- ☑ *Acquiring and assembling land, including vacant or underutilized properties.*
- ☑ *Partnering with public and private entities to support revitalization projects.*
- ☑ *Supporting public infrastructure improvements such as utilities, streets, and parks.*

METROPOLITAN REDEVELOPMENT AGENCY POWERS

This plan provides the agency with broad powers, as noted in 3-60A-10 of New Mexico state statute.

These powers, which only exist within MRA districts, include:

- ☑ *Executing contracts*
- ☑ *Replatting land*
- ☑ *Acquisition of real property within the metropolitan redevelopment area*

A full list of powers granted by this plan can be found in Appendix A.

EXCERPT FROM THE ENABLING STATE LEGISLATION

NM Stat § 3-60A-9 (2024) - C. Following the public hearing, the local government may approve a metropolitan redevelopment plan if it finds that:

- ☑ (1) the proposed activities will aid in the elimination or prevention of slum or blight or the conditions that lead to the development of slum or blight;
- ☑ (2) a feasible method is included in the plan to provide individuals and families who occupy residential dwellings in the metropolitan redevelopment area and who may be displaced by the proposed activities with decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such individuals and families;
- ☑ (3) the plan conforms to the general plan for the local government; and
- ☑ (4) the plan affords maximum opportunity consistent with the needs of the community for the rehabilitation or redevelopment of the area by private enterprise or persons and the objectives of the plan justify the proposed activities as public purposes and needs.

MRA PLAN PURPOSE

The Midtown MRA district is a bold step toward enhancing the heart of Santa Fe. Building on years of community driven planning, this initiative will support the evolution of the Midtown District into a vibrant hub for arts, culture, economic growth, and mixed-income housing.

This plan, the Midtown Metropolitan Redevelopment Plan (Plan) establishes a roadmap to address the MRA conditions, or blight, that hinder redevelopment and economic growth. The Plan outlines redevelopment strategies and implementation recommendations that advance equitable development, improve public health and safety, and create long-term economic vitality.

The MRA district of Midtown and adjacent commercial areas will unlock key funding sources to enhance public infrastructure and attract private investment. This will create new jobs, improve walkability, and expand housing options. The creation of the MRA district was a key recommendation from the Midtown Community Development Plan and aligns with the Midtown Master Plan. It supports the vision of a mixed-use, sustainable redevelopment that includes an abundance of affordable housing.

With strategic public-private partnerships and financial tools like tax incentives and infrastructure investments, the designation of Midtown area as a MRA district will move Midtown into motion, fostering the creation of an inclusive, thriving district that serves all Santa Fe residents.

MRA DESIGNATION

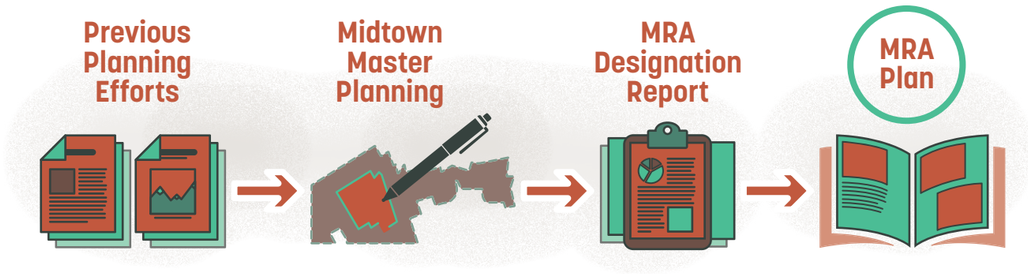
Under state and local law, the designation of an MRA requires a determination of blight as defined in Section 3-60A-4 of the New Mexico Metropolitan Redevelopment Code. A blighted area is defined as one that meets one or more of the following conditions:

- ☑ *A substantial number of deteriorated or deteriorating structures negatively impact the area's livability and economic potential.*
- ☑ *A defective or inadequate street layout that limits accessibility, walkability, and connectivity.*
- ☑ *Faulty lot layout that reduces the usefulness, accessibility, or redevelopment potential of properties.*
- ☑ *Deterioration of sites or other improvements, making the area less viable for new development.*
- ☑ *A lack of adequate housing facilities or conditions that prevent the provision of needed housing accommodations.*
- ☑ *Obsolete or impractical planning and platting, leading to underutilized land and inefficient land use.*
- ☑ *A significant number of vacant or struggling commercial businesses, reducing economic activity and job opportunities.*
- ☑ *Low levels of commercial or industrial activity, contributing to economic stagnation and disinvestment.*

A combination of these or other conditions impair economic growth and the overall well-being in the corridor and Midtown site.

With the designation of the MRA district, the City of Santa Fe unlocks tools to enhance the area

FIGURE 1. MRA PLAN DEVELOPMENT HISTORY





An aspirational illustration of the Midtown MRA district from "St. Michael's Drive: Visions of the Future"

METROPOLITAN REDEVELOPMENT COMMISSION

Santa Fe MRA districts are governed by a five-member commission appointed by the Mayor and approved by City Council. Commissioners serve staggered terms and provide oversight and guidance for all redevelopment efforts.

The MRA Commission has oversight responsibilities regarding the fiduciary and financial management and development of publicly owned real estate assets, to the extent permitted by law. The Commission brings together expertise in areas that are essential to successful redevelopment, such as public-private partnerships, economic and community development, city planning, sustainability, equity, arts and culture, and historic preservation.

The MRA Commission should reflect the communities it serves. Members should include individuals who live in or near a low-income neighborhood, represent historically marginalized communities, or bring demographic perspectives that align with the people living in or around the MRA district.

The MRA Commission has the authority to study and evaluate the best ways to finance and structure projects within its redevelopment areas. This can include planning, preserving, rehabilitating, redeveloping, developing, or managing properties the Commission oversees. The Commission can also recommend creative solutions, such as partnering with public or private organizations, and can recommend these partnerships to the Governing Body to help carry out parts of a redevelopment plan.

NEIGHBORHOOD STABILIZATION PLAN

The Midtown Community Development Plan (MCDP) (2023) identified the desire for a community driven Neighborhood Stabilization Plan (NSP) to support adjacent vulnerable neighborhoods that could be destabilized by significant new development.

In 2025, the City of Santa Fe selected a firm to carry out this plan for the Hopewell Mann Neighborhood, a community with a low median income and a high percentage of renters. The firm is engaging neighborhood residents as consultants in the planning process.

The proposal calls for the selected firm, MASS Design Group, in collaboration with Chainbreaker Collective and the Santa Fe Indigenous Center, to develop the community development engagement strategy. This will inform the NSP through a co-creation process with community organizations pursuant to the MCDP. This would include structuring and facilitating an equitable, community-driven planning partnership between the professional community development team and local community organizations to create inclusive, creative, and welcoming planning processes.

These efforts will prioritize communities that have been underrepresented in planning and public policy making, including youth and families, Spanish speaking populations, Indigenous and people of color, low-income residents, and people living in surrounding areas of Midtown.

While the focus is on the Hopewell Mann Neighborhood, the findings could potentially be applicable to surrounding neighborhoods.

MRA DISTRICT BOUNDARY

The Midtown MRA District boundary follows the boundary of the Midtown Local Innovation Corridor (LINC) Overlay District, which was adopted in 2016 (Ord. 2016-39). The Midtown LINC Overlay District was created to strengthen the built environment, foster economic growth, and enhance connectivity within Santa Fe's geographic and demographic center. It aimed to bridge the gap between the Midtown site and Christus St. Vincent Regional Medical Center by incentivizing mixed-use, pedestrian-oriented redevelopment.

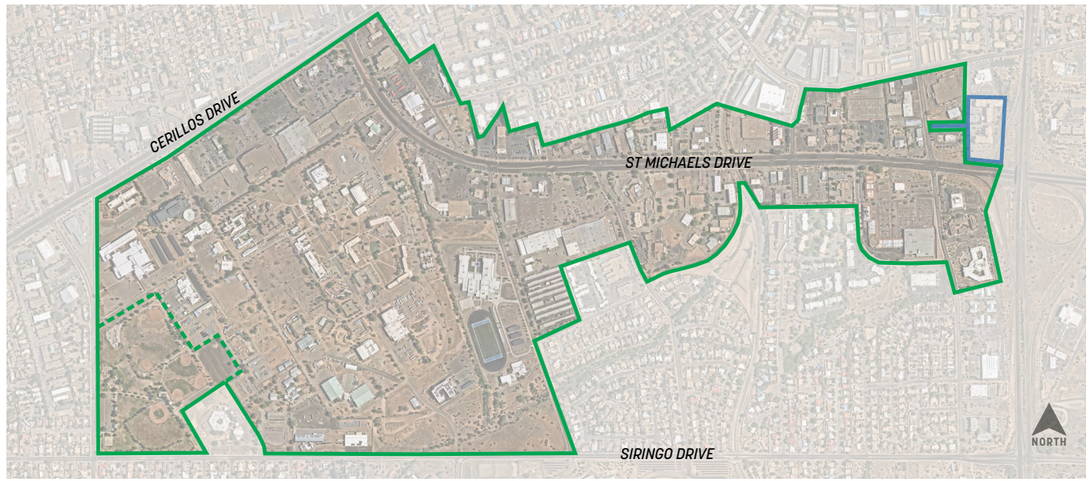
The boundary selection for the LINC district was strategic and deliberate. It excludes established residential neighborhoods to minimize disruption while incorporating 372.8 acres of primarily commercial, industrial, and institutional properties along St. Michael's Drive and Cerrillos Road, as well as the Midtown site. The intent was to free underutilized land for multi-family residential and complementary non-residential uses while maintaining zoning flexibility. Additionally, the boundary allows for higher-density development, improved multimodal transit options, and walkable public spaces, reinforcing Santa Fe's broader urban planning goals.

The Midtown MRA district aligns with the LINC Overlay boundary with two minor differences: the omission of a residential property, indicated by the blue outline in Figure 2, and the addition of General Franklin E Miles Park, indicated by the dashed green line. While there is currently no residential property within the Midtown MRA district, residential development is expected in the future.

The Midtown MRA district encompasses 182 parcels. This includes the 64-acre city-owned Midtown Redevelopment Site, formerly home to the Santa Fe University of Art and Design (SFUAD), along with the adjacent commercial corridor along St. Michael's Drive and portions of Cerrillos Road. All parcels are non-residential. However, as of September 2025, there is transitional housing located on the Midtown campus. To comply with the requirements of an MRA district, the MR Agency is collaborating with other city departments to identify other decent, safe, and sanitary facilities for these community members.

The geographic scope of the MRA extends to San Mateo Lane to the north, St. Francis Drive to the east, Siringo Road to the south, and Camino Carlos Rey and Cerillos Drive to the west as seen in Figure 2 below.

FIGURE 2. MRA DISTRICT BOUNDARY



Midtown MRA boundary map: Differences between the MRA and the LINC are the omission of the sole residential area in the north eastern corner (blue outline) and the addition of Franklin Miles Park in the southwest corner (dashed line).

PREVIOUS PLANNING & COMMUNITY ENGAGEMENT

Numerous planning initiatives, policies, and reports have shaped the vision for the Midtown MRA district, including site-specific plans, site-specific studies, and broader citywide strategies. These efforts have consistently identified key issues and reflected the community's goals and aspirations.

Building on this foundation, this MRA Plan is intended to carry those visions forward and provide a spring board for more enhancements in this important part of Santa Fe.

Table 3 provides a summary of past planning efforts, highlighting their goals, key recommendations, and links to the full documents.

Additional information about these previous plans can be found in the appendix of this document.

FIGURE 4. MIDTOWN CONCEPTUAL SITE PLAN



Conceptual site plan excerpts from the 2022 Midtown Master Plan.

FIGURE 3. MATRIX OF PREVIOUS PLANNING & COMMUNITY ENGAGEMENT

PLANNING EFFORT	PLAN GOAL	STRATEGIES & PROJECTS
St. Michael's Drive: Visions of the Future (2009)	The effort included the development of concepts by various participants focused on the combination of a re-designed roadway, as well as a new development pattern and new approach to urban design along the road.	*This effort included design concepts with lane reductions, roundabouts, and landscaped medians to calm traffic and enhance safety. Projects emphasize wide sidewalks, separated bike lanes, and complete streets to support walking and biking. Mixed-use development with 2–5 story buildings, live/work units, and creative districts are proposed. Public realm improvements include plazas, parks, tree-lined boulevards, and pedestrian promenades. Several visions include a new train station, underground parking, and stronger neighborhood connections. Sustainability tools feature solar and wind power, water harvesting, and green infrastructure. District themes center on arts, education, wellness, and transit-oriented development.*
RE:MIKE (2012)	This plan imagines a revitalized St. Michael's Drive Corridor in Santa Fe, transforming it into a more vibrant, pedestrian-friendly, and economically diverse area.	*This plan includes strategies such as fee waivers, allocation of other city resources, and special designation of zoning for economic development purposes as a result of the implementation of a multi-phased overlay district*
OVERLAY DISTRICT: MIDTOWN LINC ZONING OVERLAY (2016)	The LINC Overlay aimed to spur redevelopment of underutilized land along St. Michael's Drive by encouraging higher-density, mixed-use projects, improving connectivity between major employers, and supporting multi-family and commercial development through design standards, fee incentives, and streamlined approvals.	*As a part of this effort, fee waivers included impact, permit, utility expansion, and development review fees. These benefits are available to qualifying projects, which are required to maintain compliance for five years and are eligible for administrative approval. Parking requirements are flexible, allowing demand studies, shared parking, and use of on-street parking spaces. Zoning tools include increased height allowances (up to 50'), no density cap, reduced setbacks, and flexible use standards. Projects must use high-efficiency water fixtures. Design standards mandate wide sidewalks, landscaped buffers, screened utilities, coordinated site furnishings, and street-oriented building façades.*
OVERLAY DISTRICT: SOUTH-CENTRAL HIGHWAY CORRIDOR PROTECTION DISTRICT (SCHC) (2019)	The SCHC Overlay aimed to preserve the scenic quality and manage development within the overlay area. The SCHC imposes specific regulations on land use, density, and design to maintain the visual appeal and character of these areas.	*This offers a combination of fee incentives, flexible zoning, and design standards to encourage reinvestment and compact, mixed-use development. Tools include reduced development fees, increased building height allowances (up to 52 feet), no density cap, and reduced setbacks. Parking standards allow shared and on-street options. Design requirements focus on wide sidewalks, street-facing buildings, landscaped buffers, and pedestrian-friendly features. Projects meeting these standards are eligible for administrative approvals and are required to maintain compliance in perpetuity.*
Santa Fe Housing Report (2020)	This report was developed to analyze the challenges faced by the City of Santa Fe's housing market and provides strategies and policy recommendations for addressing them.	*The recommendations include key levers such as zoning reform, streamlined permitting, public-private partnerships, and expanded funding for affordable housing. Priority projects involve building mixed-income developments, supporting nonprofit housing providers, and converting underutilized properties into housing. The focus is on creating a more equitable, accessible housing market that meets the needs of all Santa Fe residents.*
MIDTOWN COMMUNITY DEVELOPMENT PLAN (2022)	This plan, developed as part of the Midtown Master Plan, guides new development to support community priorities like housing affordability, job access, arts and culture, and public amenities. Created with input from numerous community stakeholders, it emphasizes inclusivity, equity, and sustainability.	*This plan includes key strategies encouraging mixed-use and affordable housing development, activating public spaces, and enhancing connectivity through multi-modal infrastructure. Priority projects include new community spaces, cultural and arts programming, expanded transit access, and improvements to walking and biking networks. Levers to support implementation include zoning and land use updates, public-private partnerships, targeted infrastructure investments, and use of various financial tools. The approach focuses on aligning public investments with community goals to create a vibrant, inclusive, and economically resilient Midtown district.*
MIDTOWN PUBLIC ENGAGEMENT REPORT (2022)	The plan outlines a community-driven vision for the redevelopment of the Midtown District. Its goals are to create a vibrant, inclusive district with mixed-income housing, public spaces, arts and cultural amenities, and opportunities for education, employment, and local business growth.	*This plan includes core strategies ensuring a mix of housing types, including affordable options, preserving and expanding open space, and integrating arts, education, and cultural uses. Projects focus on adaptive reuse of existing structures, developing parks and plazas, supporting local businesses, and creating space for youth, families, and intergenerational programming. Implementation levers identified include inclusive zoning, phased redevelopment, partnerships with local institutions, and prioritizing equity, transparency, and community stewardship throughout the planning process.*
Midtown Master Plan (2022)	This plan is a roadmap for redevelopment of the former SFUAD site, encouraging a mixed-use, inclusive district with goals of housing, culture, mobility, sustainability, and community-driven economic growth.	*This plan leverages key strategies such as public–private partnerships, infrastructure upgrades, and targeted investment incentives. Proposed projects include affordable and market-rate housing, transit and bicycle improvements, civic spaces, cultural facilities, and the adaptive reuse of existing buildings. The plan prioritizes inclusive growth, sustainability, and long-term community benefits. The plan prioritizes inclusive growth, sustainability, and long-term community benefit.*

VISION & GOALS

The vision of the Midtown MRA district, as articulated in previous plans, is to transform the area into a vibrant, inclusive, and economically dynamic district that blends culture, arts, education, housing, and public spaces. Redeveloping the Midtown site will catalyze improvments throughout the MRA district.

The goals for the Midtown MRA district area:

GOAL 1: Create convenient connections and upgraded infrastructure.

Create strong non-motorized connections between the Midtown site, the MRA district, and surrounding neighborhoods to support a vibrant, mixed-use, and inclusive cultural district.

GOAL 2: Foster a high-quality built environment.

Balance preservation with progress by reusing and rehabilitating legacy buildings and cultural arts resources to maintain character and reduce waste.

GOAL 3: Improve safety.

Target lighting and crossing improvements at major gateways, transit stops, trail crossings, and other key locations within the MRA district. Encourage ground floor, street facing retail to add more "eyes on the street".

GOAL 4: Address environmental challenges through resilient design strategies.

Environmental challenges should be addressed through strategic design and infrastructure, including retrofitting the existing pond to enhance stormwater management and ecological function.

GOAL 5: Establish a better connected block layout with public spaces.

Redesign the area with smaller blocks, street-facing commercial buildings, a dense street network, and centrally located parks and plazas for the existing community, future residents and visitors.

GOAL 6: Expand housing variety and affordability.

Provide diverse and affordable housing types with a mix of incomes and unit sizes to support community growth and vitality.

GOAL 7: Vibrant and creative business activity.

Build on Midtown's central location and arts heritage by providing diverse spaces for current and emerging businesses to thrive.



Conceptual rendering of the Midtown Site from the 2022 Midtown Master Plan.

DESIGNATION REPORT FINDINGS

MRA DESIGNATION REPORT FINDINGS

The Midtown Metropolitan Redevelopment Area has been designated to tackle various challenges that have hindered its economic growth, livability, and development potential.

The findings in the MRA Designation Report identified several conditions that meet the criteria for an MRA designation under the New Mexico Metropolitan Redevelopment Code. These findings inform the redevelopment strategies and implementation recommendations outlined in this plan. The goal is to address and build upon these conditions to empower a thriving and active district that promotes future growth and opportunities for residents.

Table 4 outlines the criteria from the MRA Designation Report, summarizes the findings of the report associated with each criterion, and indicates where some of these conditions are located. These findings are integrated into the *"FIGURE 8. Implementation Table" on page 22* which address the existing challenges with strategies to eliminate blight and achieve the desired outcomes.

FIGURE 5. DESIGNATION REPORT FINDINGS

CRITERIA	LOCATION	FINDINGS
Defective or Inadequate Street Layout	St Michael's corridor	*St. Michael's Drive functions as a high-speed arterial with no bike lanes or mid-block crossings, creating unsafe pedestrian conditions, and limiting pedestrian connectivity, and access.*
	Midtown Site	*The site has only two access points, one of which lacks a traffic signal, restricting internal circulation and creating unsafe pedestrian conditions.*
	St Michael's corridor	*Lack of access between parcels impedes connectivity.*
Deteriorated or Deteriorating Structures	Midtown site	*Many buildings in the area, especially on the former SFUAD campus, are outdated, deteriorating, or structurally deficient.*
	St. Michael's corridor	*Former dormitories are not suitable for modern residential reuse due to outdated design and code deficiencies.*
	Midtown Site	*Former barracks on the southwest portion of the site remain a biohazard, preventing community use.*
	St Michael's corridor	*Sidewalks, medians, and landscaped areas are in disrepair or missing.*
	St.Michael's corridor	*Transit amenities, including bus stops, are often unsheltered and poorly maintained.*
	Midtown Site	*Public spaces are limited, poorly maintained, and uninviting for community use.*
	St Michael's corridor and Midtown Site	*Dead or overgrown landscaping contributes to visual blight.*
	Midtown Site	*Poor maintenance and lack of investment in public areas discourage gathering and reinvestment.*

CRITERIA	LOCATION	FINDINGS
Environmental Hazards	Midtown Site	*Portions of the site, such as the former barracks, contain asbestos and other contaminants.*
	Midtown Site	*Remediation costs present a substantial financial barrier to redevelopment.*
Faulty Lot Layout that Reduces Usefulness or Redevelopment Potential	St Michael's corridor	*Large, irregular parcels and excessive surface parking dominate the area.*
	St Michael's corridor	*Strip mall-style developments and outdated subdivision patterns limit the redevelopment of cohesive, mixed-use environments*
High Crime Rates and Public Safety Concerns	St Michael's corridor	*The LINC area comprises just 1.7% of Santa Fe's land area but accounts for over 7% of reported crimes, including property damage and vandalism*
	St Michael's corridor	*Safety concerns discourage public use, walkability, and private investment*
Lack of Adequate Housing Facilities or Conditions Preventing Housing Provision	St Michael's corridor	*The area lacks diverse, affordable, and mixed-income housing*
	St Michael's corridor	*Despite zoning allowances, no new residential development has occurred due to infrastructure constraints and high redevelopment costs*
Obsolete or Impractical Planning and Platting	St Michael's corridor	*Historically single-use zoning and outdated planning regulations have resulted in inefficient land use and created barriers to redevelopment*
	St Michael's corridor	*The need for updated zoning to support walkable, mixed-use development is well documented in existing plans*
Significant Number of Vacant or Struggling Commercial Properties	St Michael's corridor	*Numerous properties along St. Michael's Drive and within the Midtown site remain vacant or significantly underutilized*



Vacant lot with trash and weeds , Midtown MRA district

MARKET STUDY FINDINGS

The following section includes a summary of a market study that was conducted for the area covered by the Midtown Local Innovation Corridor Overlay District, coinciding with a MRA District for a similar zone. The study assesses economic and demographic trends in Santa Fe; analyzes recent performance of multifamily, office, hotel, and retail sectors in the Midtown LINC and surrounding areas; and estimates the pace of development for redevelopment sites within the study area.

ECONOMIC & DEMOGRAPHIC TRENDS

There are approximately 50,140 jobs in Santa Fe, 5% of which are in the Midtown LINC. The Midtown LINC has a larger share of jobs in accommodation, food services, finance, and insurance compared to the rest of the city. Overall, employment in Santa Fe decreased by approximately 170 jobs from 2010 to 2022. However, over the past decade, Santa Fe experienced significant job growth in major economic clusters like hospitality and tourism (+1,790 jobs), healthcare (+800 jobs), and information technology (+360 jobs). These same economic clusters are projected to grow over the next decade. In addition, National Labs such as Los Alamos and Sandia are driving recent and projected regional growth in energy, aerospace, and defense-related industries.

As of 2024, Santa Fe had a population of approximately 90,200. The city's population increased by nearly 30% since 2010, though the majority of growth was related to a 2014 annexation. Excluding annexations, the city's population has steadily increased since 2010. Median household income in Santa Fe is $74,200, and over 35% of Santa Fe households have annual incomes of over $100,000. Future household growth is projected to be concentrated among households earning above $100,000 annually.

MULTIFAMILY MARKET

Multifamily residential has been experiencing a boom in Santa Fe. Since 2019, an average of 446 units has been permitted in Santa Fe annually. In the year 2019 alone, 245 multifamily units were permitted – more than the combined total of multifamily units permitted in the prior 18 years. Developer interviews suggest several contributing factors to this new development momentum, including amendments to the city's affordability requirements, which allow developers to pay a fee in lieu of affordable units, post-pandemic migration to Santa Fe from around

FIGURE 6. SANTA FE TOTAL POPULATION, 2010-2022

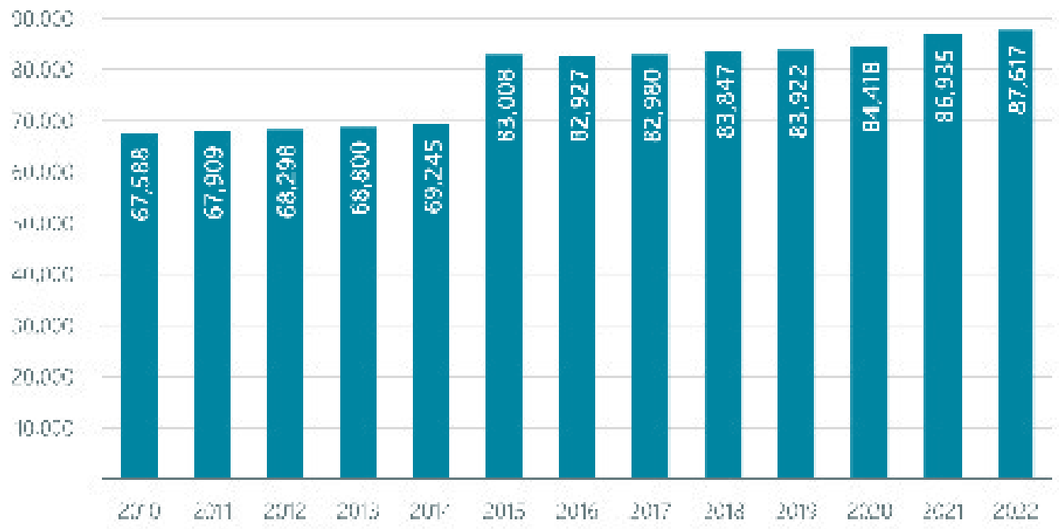
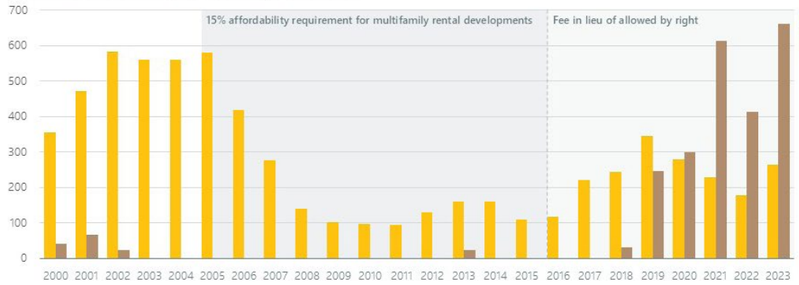


FIGURE 8. SANTA FE RESIDENTIAL UNITS PERMITTED, 2000-2023



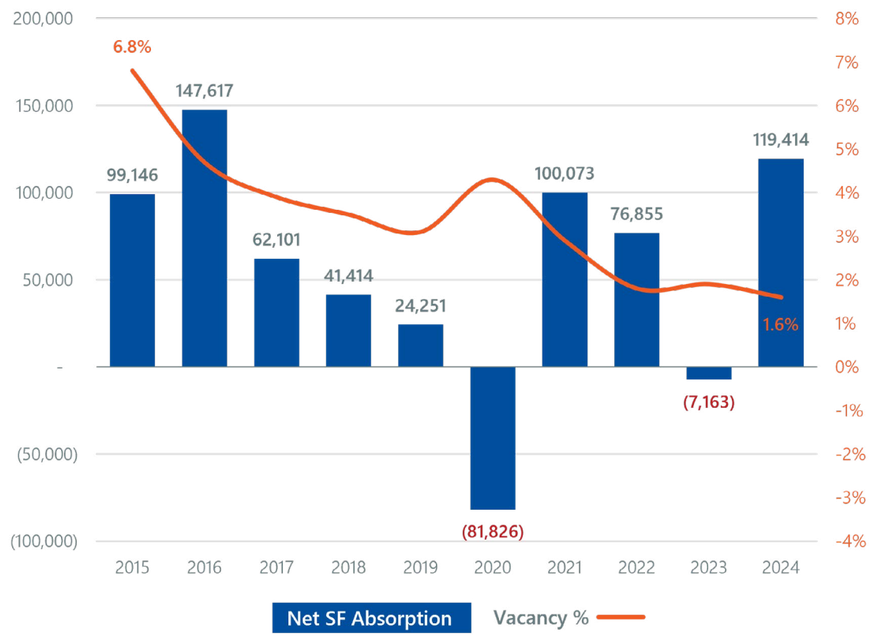
TOTAL UNITS PERMITTED

	Single-Family	Multifamily
2000-2005	3,110	128
2006-2011	1,126	0
2012-2017	898	24
2018-2023	1,535	2,260

the nation, and the continued strength of economic anchors such as the national labs.the nation, and the continued strength of economic anchors like the national labs.

Santa Fe also has 1,090 units currently under construction and an additional 4,430 units proposed. Given the unprecedented development pipeline, some real estate professionals believe the Santa Fe market-rate multifamily market may currently be overbuilt. The pace of new market-rate development may slow in the near-term to allow pipeline development to absorb, particularly with uncertainty about tariffs increasing construction costs. However, there continues to be an overall regional housing shortage – particularly affordable homes for lower- and moderate-income households. Given broader regional housing needs, multifamily is expected to remain a strong real estate market segment over the medium- to long-term and will likely be the primary development product for the Midtown campus. Developing market-rate housing along with affordable housing at the Midtown site can simultaneously create a new mixed-income neighborhood in the city and help address regional housing needs.

FIGURE 7. SANTA FE OFFICE ABSORPTION AND VACANCY, 2015-2024

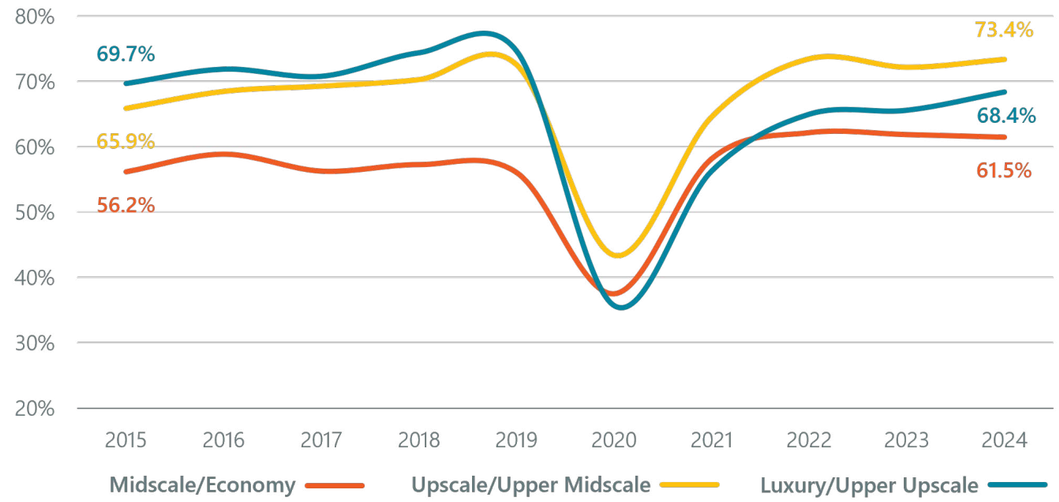


OFFICE MARKET

Recent multi-tenant office deliveries have been limited, which has led to a very low vacancy rate. While Santa Fe has over 7.16 million SF of existing office space, only 116,000 SF have been delivered since 2015. As a result, in combination with continued job growth in office-reliant economic sectors like information technology and business services, Santa Fe's office vacancy rate decreased from 6.8% in 2015 to 1.6% in 2024.

Continued absorption and a low vacancy rate indicate that Santa Fe's office market is much stronger than in many peer cities, where office performance has been persistently weak since the COVID-19 pandemic. While State and local government are part of the growth of the economy, demand for new office space is likely to be driven by medical users, National Lab spinoffs, federal agencies, and private businesses that are more willing to pay higher rents associated with new Class A office. Future demand appears to be strong for developers seeking to develop multi-tenant speculative office or larger businesses that seek a build-to-suit office development in a new, upcoming mixed-use center. While Midtown is not currently a core office market, its central location in Santa Fe and availability of land could make it a strong contender to capture future office development. Any office development at Midtown should complement the mixed-use neighborhood vision.

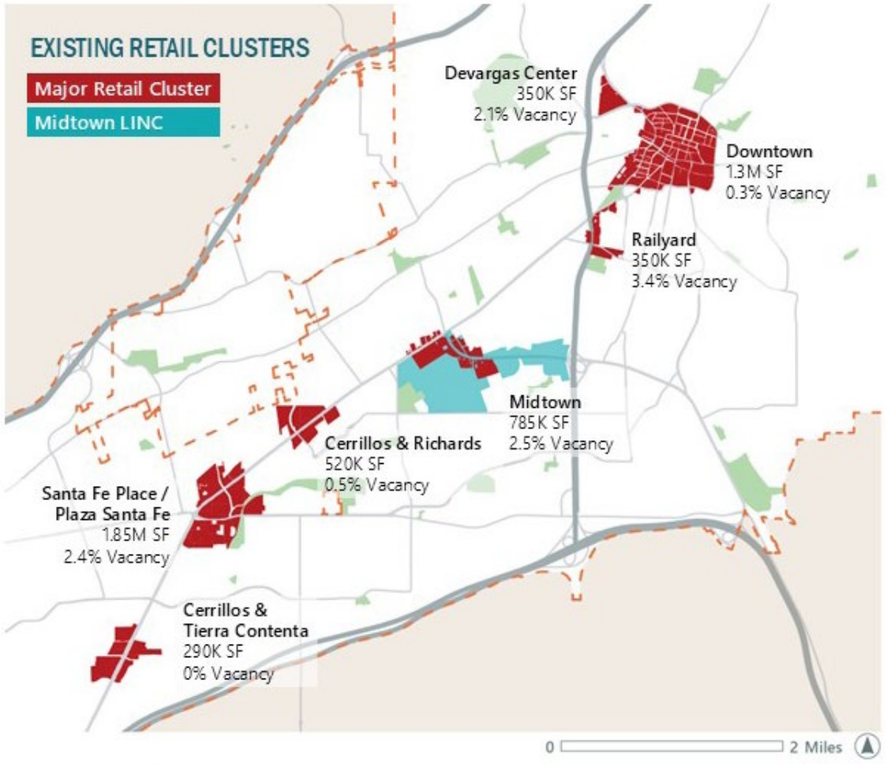
FIGURE 9. SANTA FE HOTEL OCCUPANCY BY CLASS, 2015-2024



HOTEL MARKET

Tourism is the primary driver of hotel demand in Santa Fe. Travel + Leisure readers recently voted Santa Fe as their #1 favorite city in the United States. Santa Fe's hospitality market has largely recovered post-COVID. The citywide average occupancy rate is 68%, which exceeds pre-pandemic levels. Upscale and Upper Midscale class hotels have the highest occupancy among classes (73%). The citywide average daily rate (ADR) is $182. Hotels in Santa Fe

FIGURE 10. EXISTING RETAIL CLUSTER IN SANTA FE



have experienced strong ADR growth since 2020, with the overall market average increasing from $138 in 2019 to $182 in 2024. Luxury and Upper Upscale class hotels have been the primary driver of this growth. ADR for this class grew by 41% between 2019 and 2024, while the overall market ADR increased 32% over the same period.

Hotel development could potentially be feasible at Midtown in the long run, particularly as other developments bring more activity to the area. Hotel visitors to the area could help support the retail and add to the tax base.

RETAIL MARKET

Retail is generally performing well in Santa Fe, particularly in the primary retail clusters like Midtown. Overall market vacancies continue to be low (2.3%). However, rent growth and new deliveries have both slowed in recent years. The Midtown LINC contains approximately 1.1M SF of commercial space (15.6% of Santa Fe's total commercial inventory) and has captured a roughly equivalent share of new development citywide since 2015. The broader Midtown MRA can capture additional daily needs retail development, particularly as new residential development expands the local consumer base. Sites within the Midtown campus, which lack frontage on the main roads, should also seek to attract destination retail and entertainment users that can draw customers from a wider geography for their unique offerings and experiences.

MARKET CONCLUSIONS & DEMAND PROJECTIONS

- ☑ *Multifamily development will include market-rate, mixed-income, and affordable developments.*
- ☑ *Midtown could potentially accommodate labs and other scientific offices, as well as some government offices.*
- ☑ *Midtown should include a mix of hotel types (i.e., larger conference hotels and smaller boutique hotels) to capture different travel sectors.*
- ☑ *A majority of new retail space in Midtown is likely to be ground-floor retail in mixed-use buildings, or standalone, specialty retail. Big box retail with national tenants is unlikely to locate within the core of Midtown.*

KEY TAKEAWAYS

MULTIFAMILY

- ☑ Significant recent increase in units constructed.
- ☑ Short-term slowdown, but capacity for more in the long term.

OFFICE

- ☑ Low vacancy due to limited new development.
- ☑ Demand potential from medical, lab spinoffs, and government agencies.
- ☑ New office should fit mixed-use neighborhood model.

HOTEL

- ☑ Occupancy back to pre-pandemic levels.
- ☑ Upscale and upper midscale performing best
- ☑ Long-term hotel potential.

RETAIL

- ☑ Healthy market, especially in Midtown clusters.
- ☑ Low vacancy; slowed rent growth and new construction.
- ☑ Non-frontage sites should focus on destination retail.



MARKET POTENTIAL
STRONG
TIMEFRAME
NEAR-TERM



MARKET POTENTIAL
STRONG
TIMEFRAME
MEDIUM-TERM



MARKET POTENTIAL
MODERATE
TIMEFRAME
LONG-TERM



MARKET POTENTIAL
MODERATE
TIMEFRAME
NEAR-TERM

NATIONAL BEST PRACTICES

Utilizing a MRA designation to redevelop blighted districts is a common practice employed throughout the country.

One of the many advantages of creating an MRA district is the ability to use tax increment financing as a tool to pay for infrastructure. This type of financing can also be used to implement community-driven initiatives, such as park and public space improvements, public programming, and to supplement operations and maintenance of public amenities. Below are several examples that illustrate how MRA districts can be successful.

GLENVIEW, IL

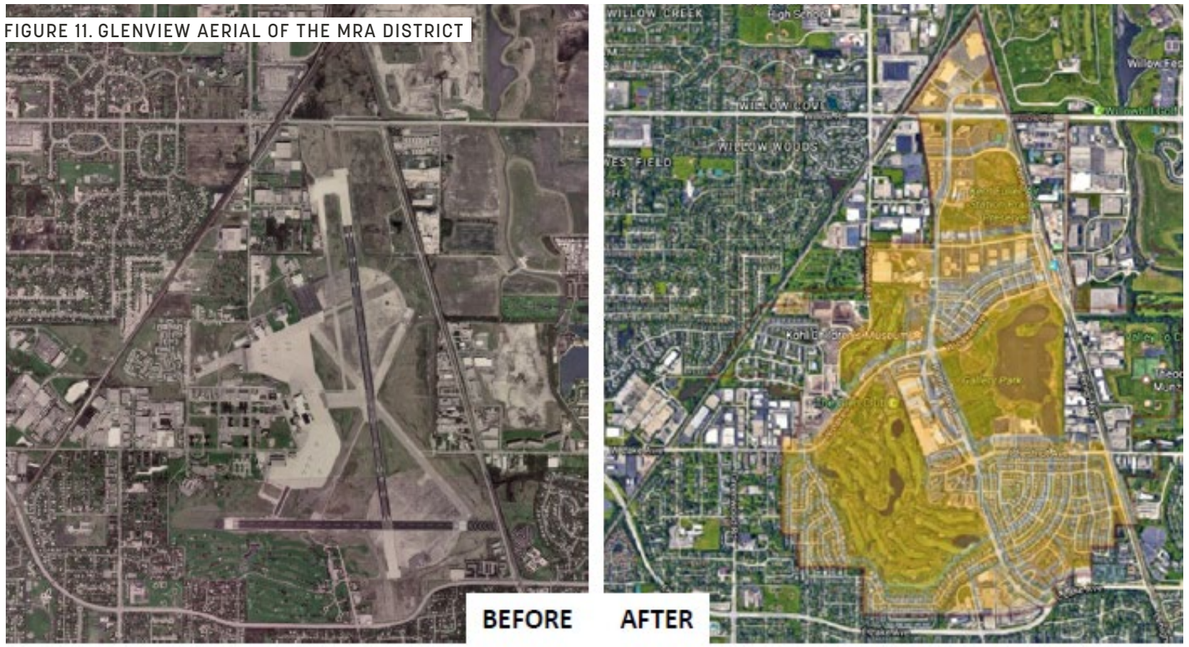
COMMUNITY SNAPSHOT

The VIllage of Glenview is a suburb of Chicago, IL with a population of approximately 50,000.

Glenview initiated a planning process to integrate a decommissioned Naval Air Station site into it's community. Upon its closure, the Air Station comprised 15% of Glenview's land area. Glenview established a 23 year MRA for the former Naval Air Station site and utilized TIF as a major funding source for their redevelopment efforts.

Similar to Midtown, this is a large campus-like site situated in a central location and adjacent to a commuter rail line.

FIGURE 11. GLENVIEW AERIAL OF THE MRA DISTRICT



Source: Google Earth; HistoricAerials.com; SB Friedman

IMPLEMENTATION

To achieve redevelopment goals, TIF financing was utilized. The TIF District is expected to generate over $800 million in revenue including $560 million from property and sales taxes, and $220 million from the sale of approximately 600 land acres to private developers. The revenue has funded approximately $183 million of roads and stormwater infrastructure.

LEVERAGING MRA TOOLS

- ☑ *Demolish remaining Naval Air Station structures, including 1.5 miles of runway and more than 100 Navy buildings*
- ☑ *Environmental remediation to clean contaminated soils, underground fuel storage tanks and dumping sites*
- ☑ *Build stormwater detention near Patriot Marketplace Retail Center*
- ☑ *Construct public improvements, including public parking structures, parks, sidewalks and streets*

KEY TAKEAWAYS

- ☑ TIF was utilized to pay for large scale infrastructure projects
- ☑ Infrastructure costs are difficult to finance without special tools or districts
- ☑ A single master developer, in this case the city, was essential to project success
- ☑ TIF can be leveraged to create a high rate of return on public investment



Before and after images of the Bridge Street District.

DUBLIN, OH

COMMUNITY SNAPSHOT

Dublin, Ohio is a suburb of Columbus, OH with a population of 49,328.

To stay competitive, City of Dublin recognized the need to innovate, creating a vision for an urban, walkable community that they called the Bridge Street District. This included more than 30 acres of land along the Scioto River in 2012 - previously the site of a struggling strip mall and driving range.

IMPLEMENTATION

To bring this vision to life, the city utilized TIF financing to develop 1,700 parking spaces and a significant portion of the road network for the development. The city also invested in public works projects that support the Bridge Street District including the relocation of roadways and roundabouts, and an iconic pedestrian bridge.

Bridge Park is now a well-known destination in central Ohio, allowing visitors, residents and office users to enjoy a once underutilized space. The $500 million+ private investment includes the development of Class A office and retail/restaurant space, for-rent residential units, for-sale condos/ townhomes, an events center and public park.



LEVERAGING MRA TOOLS

- ☑ *Built structured parking to support private development*
- ☑ *Constructed public spaces and parks to create community benefit*
- ☑ *Financed and constructed road network*

KEY TAKEAWAYS

- ☑ TIF financing was utilized to develop infrastructure
- ☑ Redeveloping the large site relied on strong public–private partnerships
- ☑ Attracting a mix of uses created a more vibrant development

BOISE, ID

COMMUNITY SNAPSHOT

The River Myrtle–Old Boise (RMOB) District is a centrally located area in downtown Boise, ID. When established in 1996, the district consisted largely of vacant land, aging warehouses, and remnants of industrial uses. The district was created to ensure that downtown Boise remained the region's hub for business, government, culture, education, and urban living—similar to the Midtown site in its central location and potential for transformation.

IMPLEMENTATION

To support redevelopment goals, Boise's urban renewal agency, the Capital City Development Corporation (CCDC), utilized tax increment financing (referred to as revenue allocation in Idaho). The financing has enabled strategic public investments in infrastructure and streetscapes that have spurred private development and helped transform the RMOB District into a vibrant, mixed-use urban neighborhood.

HOW THE MRA DESIGNATION FUNCTIONS

- ☑ *Improved streetscapes to enhance the safety and functionality of the rights-of-way*
- ☑ *Park Improvements: A partnership with the local Parks department to upgrade a park.*
- ☑ *Built public spaces that celebrated the neighborhood's multicultural history, providing additional event space to support street festivals, and catalyzes placemaking with adjacent private investment and overall neighborhood investment strategy.*



Rebuild Old Boise Blocks project: Grove Street in Boise between 4th Street and 5th Street, looking west.

KEY TAKEAWAYS

- ☑ TIF investments spurred private development
- ☑ TIF served as a key tool to fill financing gaps
- ☑ Redevelopment utilized a mix of capital sources

FINANCIAL TOOLS

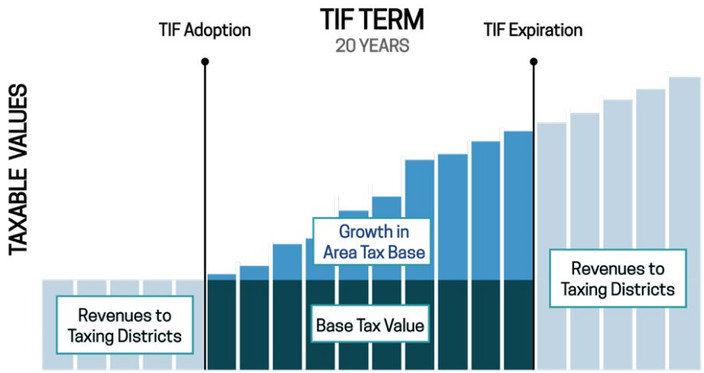
There are several local, state and federal sources that could be used to pay for improvements within the Midtown MRA district. One of the responsibilities of the Metropolitan Redevelopment Agency will be to apply for these sources or establish funding mechanisms that could fund area-wide improvements.

OPPORTUNITY ZONE

The census tract that encompasses the Midtown LINC area is a designated Opportunity Zone (OZ), an area where new investments may be eligible for preferential tax treatment. The program provides deferred or reduced taxes on capital gains from investments in OZs. Projects such as commercial and industrial real estate, housing, infrastructure, and existing or start-up business investments can all produce OZ tax benefit.

TAX INCREMENT FINANCING

Tax increment financing is a flexible, public-private finance tool used by local governments across the country. TIF allocates future increases in taxes from a designated area, or TIF District, to pay for improvements within that area. Generally, the purpose of TIF is to eliminate blight through redevelopment, foster economic development, and enhance the local tax base. In New Mexico, TIF districts may only be established within existing Metropolitan Redevelopment Areas with plans approved by the local government.



In 2024, the State of New Mexico approved changes to the State Metropolitan Redevelopment Area statute to create an enhanced TIF mechanism. The changes now allow for TIF districts to capture a portion of incremental gross receipts tax (GRT) and property tax revenue generated within the district. With the changes to State law, a TIF could collect up to 75% of incremental property and gross receipts taxes generated from the municipality, county and state within a TIF District for up to 20 years. Participation rates are subject to municipal, county and state approval, and could be less than 75% depending on taxing jurisdiction needs and redevelopment goals. Over the TIF period, school, water and other special taxing districts continue to collect their regular tax rate and immediately benefit from growth in the tax base.

TAX INCREMENT DEVELOPMENT DISTRICT

A Tax Increment Development District (TIDD) is a designated area that captures a portion of incremental gross receipts or property tax revenue to finance public infrastructure projects like roads and utilities. A TIDD functions similarly to a TIF. However, for a TIDD to be established, a majority of the property owners in the district must be in favor of the TIDD. Unlike TIFs, which have more flexibility, TIDD funds can only be spent on infrastructure. Lastly, a TIDD relies on tax increases paid by property owners to fund district-wide improvements.

RECOMMENDATIONS & IMPLEMENTATION

The Midtown MRA district and its surrounding neighborhoods are vibrant and diverse, rich with unique assets and poised to grow as an inclusive cultural and economic hub. The following implementation table organizes specific strategies and projects aligned under key goals developed to realize this potential and address the MRA designation criteria. Each goal reflects a targeted approach to foster connectivity, strengthen the built environment, improve safety, promote environmental resilience, encourage thoughtful urban design, expand housing diversity and affordability, and support thriving local businesses for the people of Santa Fe. They also directly respond to the criteria for MRA district designation.

These targeted interventions are designed to support the evolution of this dynamic district. Each action item is paired with implementation partners and the specific geographic areas within the MRA where it applies—providing a clear roadmap for coordinated, phased revitalization. This framework is intended to guide public and private investment, align resources, and support long-term redevelopment success.

FIGURE 12. IMPLEMENTATION TABLE

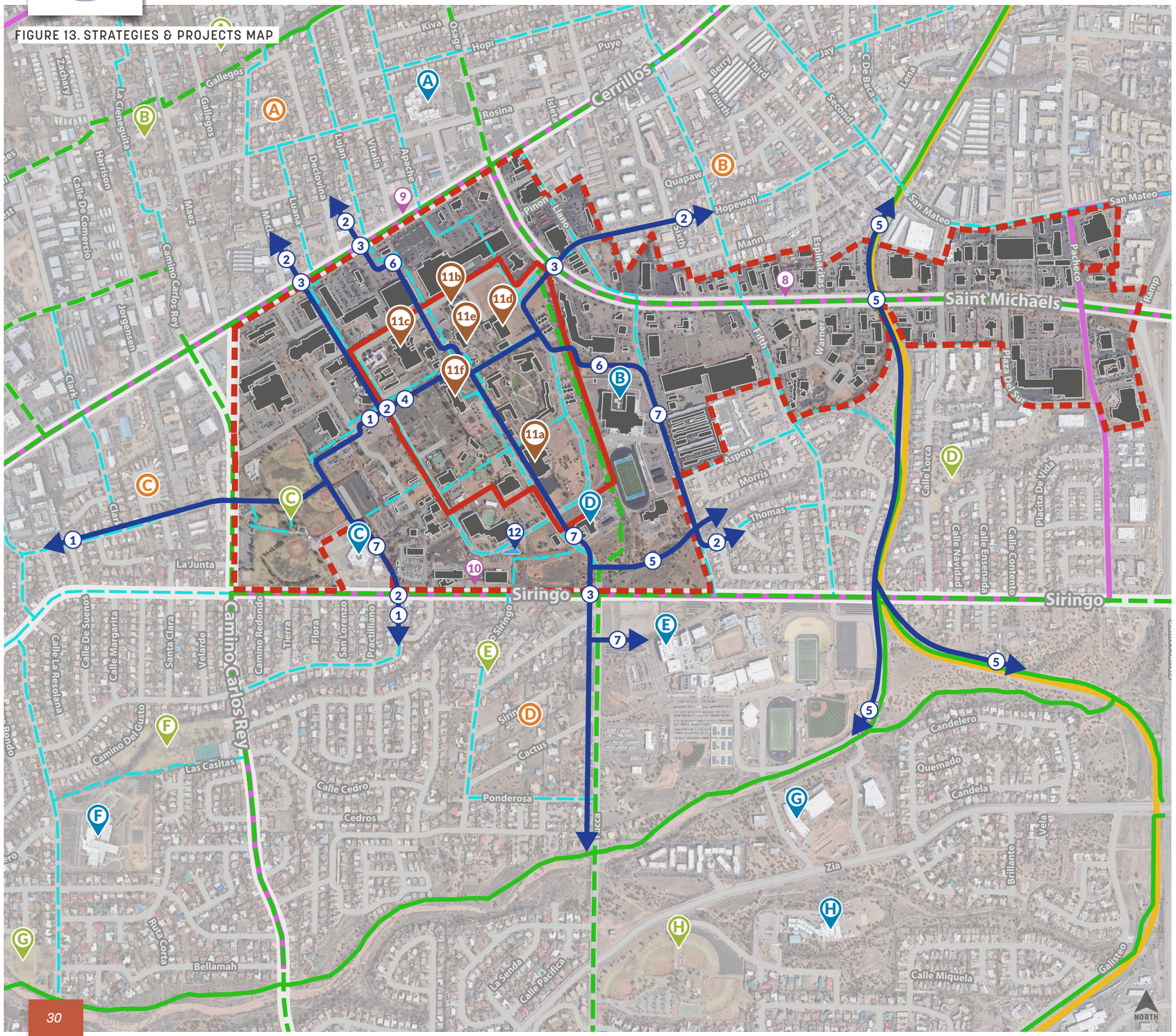
STRATEGIES & PROJECTS	TYPE	LOCATION	PARTNERS	FUNDING	MAP #
GOAL 1: Create convenient connections and upgraded infrastructure. Create strong non-motorized connections between the Midtown site, the MRA district, and surrounding neighborhoods to support a vibrant, mixed-use, and inclusive cultural district. *MRA Criteria Addressed: Defective or Inadequate Street Layout; Obsolete or Impractical Planning and Platting*					
Incorporate Green Stormwater Infrastructure (GSI) as part of every new development	*Infrastructure*	Throughout MRA	*City of Santa Fe, private developers*	*Tax Increment Financing (TIF), Community Development Block Grant (CDBG), Local Capital Improvement Funds, Clean Water State Revolving Fund (CWSRF), Water Infrastructure Finance and Innovation Act (WIFIA), Section 319 Nonpoint Source Grant Program*	*NA*
Enhance connections between General Franklin E Miles Park and the Midtown Site	*Infrastructure*	Midtown Site	*City of Santa Fe, State of New Mexico*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, Santa Fe Community Foundation Grants*	*1*
Enhance connectivity within and around the Midtown site by improving safe, accessible pedestrian and bicycle infrastructure that supports daily physical activity, promotes community health, and strengthens links to surrounding neighborhoods, parks, and key destinations.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, Santa Fe Community Foundation Grants*	*NA*
Improve bicycle and pedestrian connectivity between the Midtown site, Hopewell-Mann and other neighborhoods to the north, east, south	*Infrastructure*	Midtown Site	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, Transportation Alternatives program (TAP), Recreational Trails Program (RTP), NM Match Fund*	*2*
Improve bicycle and pedestrian connectivity at intersections on Cerrillos Rd., St. Michael's Dr., and Siringo Rd.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund*	*3*
Improve bicycle and pedestrian connectivity between the Midtown site and General Franklin E Miles Park	*Infrastructure*	Midtown Site	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, Santa Fe Community Foundation Grants*	*4*
Improve bicycle and pedestrian connectivity between the St. Michael's corridor and the Arroyo de Los Chamisos Trail, Rail Trail and other regional trails.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, Santa Fe Community Foundation Grants*	*5*
Work with nearby property owners to determine the desirability and feasibility of "Soft Connections" that improve convenience, safety, and comfort of people accessing the Midtown site by walking, rolling and riding bikes	*Infrastructure*	Throughout MRA	*Private property owners*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, Santa Fe Community Foundation Grants*	*6*

STRATEGIES & PROJECTS	TYPE	LOCATION	PARTNERS	FUNDING	MAP #
Establish pedestrian and bicycle connections to educational institutions including Nava Elementary School, Santa Fe High School, Milagro Middle School, NM Highland University Center, as well as adjacent City-owned parcels.	*Infrastructure*	Throughout MRA	*Santa Fe Public Schools, City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund*	*7*
Improve access to community-serving uses at the Site, such as the new Library, by providing safe and convenient routes for walking, rolling, and bicycling from surrounding neighborhoods.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, Santa Fe Community Foundation Grants*	*NA*
Enhance personal and traffic safety in areas where people are or could be physically active.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds,TAP, RTP, NM Match Fund, AARP Community Challenge Grant*	*NA*
Prioritize pedestrians and cyclists over vehicles.	*Infrastructure*	Throughout MRA	*Private developers, City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, AARP Community Challenge Grant*	*NA*
Deliver internal connectivity for people walking.	*Infrastructure*	Midtown Site	*Private developers, City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, AARP Community Challenge Grant*	*NA*
Improve access to transit on St. Michael's Dr., Cerrillos Rd. and Siringo Rd.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, Trails+ Grant Program, CDBG, Local Capital Improvement Funds, TAP, RTP, NM Match Fund, Santa Fe Community Foundation Grants*	*8, 9, 10*
Minimize cut-through traffic.	*Infastructure*	Midtown Site	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds,TAP, NM Match Fund*	*NA*
GOAL 2: Foster a high-quality built environment. Balance preservation with progress by reusing and rehabilitating existing buildings and cultural arts resources to maintain character and reduce waste. *MRA Criteria Addressed: Significant Number of Vacant or Struggling Commercial Properties; Deteriorated or Deteriorating Structures*					
Rehabilitate and reuse existing buildings and cultural resources where feasible. On the Midtown site, this includes but is not limited to the following: • *Greer Garson Studio Complex* • *Greer Garson Theatre Center* • *Visual Arts Center* • *Fogelson Library Complex* • *Benildus Hall* • *Administration Building*	*Infrastructure*	Midtown Site	*Private developers, non-profits, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, Private Donations, NM Match Fund*	*11a, 11b, 11c, 11d, 11e, 11f*
Replace buildings that have reached the end of their useful life with new, more sustainable buildings.	*Infrastructure*	Throughout MRA	*Private developers, non-profits, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, Private Donations, NM Match Fund*	*NA*

STRATEGIES & PROJECTS	TYPE	LOCATION	PARTNERS	FUNDING	MAP #
GOAL 3: Improve safety. Target lighting and crossing improvements at major gateways, transit stops, trail crossings, and other key locations within the MRA district. Encourage ground floor, street facing retail to add more "eyes on the street". *MRA Criteria Addressed: High Crime Rates and Public Safety Concerns*					
Enhance Safety through consistent site lighting.	*Infrastructure*	Throughout MRA	*Private property owners, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, AARP Community Challenge Grant*	*NA*
Assess and enhance pedestrian level lights.	*Infrastructure*	Throughout MRA	*Private property owners, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, AARP Community Challenge Grant*	*NA*
Prioritize high pedestrian and vehicle traffic areas, both current and planned.	*Infrastructure*	Throughout MRA	*Private property owners, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, AARP Community Challenge Grant*	*NA*
GOAL 4: Address environmental challenges through resilient design strategies. Environmental challenges should be addressed through strategic design and infrastructure, including retrofitting the existing pond to enhance stormwater management and ecological function. *MRA Criteria Addressed: Environmental Hazards; Obsolete or Impractical Planning and Platting*					
Retrofit the existing pond in the southern portion of the Midtown site to enhance stormwater management capacity, support biodiversity, and create a visible green amenity for the community.	*Infrastructure*	Midtown Site	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, CWSRF, WIFIA, Section 319 Nonpoint Source Grant Program*	*12*
Adopt infrastructure and green building practices that prioritize energy efficiency, reduce greenhouse gas emissions, and expand the use of renewable, clean energy sources in both new construction and building retrofits.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, CWSRF, WIFIA, Section 319 Nonpoint Source Grant Program*	*NA*
Integrate green stormwater infrastructure (GSI)—such as rain gardens, permeable pavement, and bioswales—into every new development to manage runoff, improve water quality, and enhance the public realm.	*Infrastructure*	Throughout MRA	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, CWSRF, WIFIA, Section 319 Nonpoint Source Grant Program*	*NA*
GOAL 5: Establish a better connected block layout with public spaces. Redesign the area with smaller blocks, street-facing commercial buildings, a dense street network, and centrally located parks and plazas. *MRA Criteria Addressed: Defective or Inadequate Street Layout; Faulty Lot Layout that Reduces Usefulness or Redevelopment Potential; Obsolete or Impractical Planning and Platting*					
Create and implement a Parking Demand Management Strategy to provide options and tools that reduce the amount of parking needed for development.	*Connectivity*	Throughout MRA	*Private property owners, developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
Narrow existing roads and when building new roads, make them more narrow.	*Land Use*	Throughout MRA	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*

STRATEGIES & PROJECTS	TYPE	LOCATION	PARTNERS	FUNDING	MAP #
Development and redevelopment along Cerrillos Road and St. Michael's Drive should provide greater density of commercial uses and more housing closer to the right of way.	*Land Use*	Throughout MRA	*City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
GOAL 6: Expand housing variety and affordability. Provide diverse and affordable housing types with a mix of incomes and unit sizes to support community growth and vitality. *MRA Criteria Addressed: Lack of Adequate Housing Facilities or Conditions Preventing Housing Provision*					
Provide a minimum of 30% of the homes developed within the Midtown Master Plan area as affordable for low- and moderate-income households.	*Land Use*	Midtown Site	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
Dedicate space for 100 percent affordable homes, using such tools as low-income housing tax credits, construction and operating subsidies, and other incentives, with long-term affordability controls through financing terms, land trusts, or other deed restrictions.	*Land Use*	Midtown Site	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
Pass legislation to require in-lieu-of fees paid within the MRA to be invested in the Midtown Master Plan Area or within the Midtown LINC zoning area.	*Land Use*	Throughout MRA	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
Strengthen, incentivize, and increase the capacity of non-profit and community organizations to develop affordable housing that focuses on community stabilization of adjacent neighborhoods.	*Land Use*	Throughout MRA	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
GOAL 7: Vibrant and creative business activity. Build on Midtown's central location and arts heritage by providing diverse spaces for current and emerging businesses to thrive. *MRA Criteria Addressed: Significant Number of Vacant or Struggling Commercial Properties*					
Prioritize resources from the Office of Economic Development to facilitate business location and development in the Midtown District.	*Economic Development*	Midtown Site	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*
Focus disposition for commercial development on industries that establish a creative technology, entertainment, arts, and culture center in Santa Fe, including Film and Multi-media; Technology; Community Arts & Culture (including food); Entertainment; Entrepreneurialism; Locally owned small businesses.	*Economic Development*	Throughout MRA	*Private developers, City of Santa Fe*	*TIF, CDBG, Local Capital Improvement Funds, NM Match Fund*	*NA*

FIGURE 13. STRATEGIES & PROJECTS MAP



The following map items highlight place-based strategies and goals outlined in the preceding table.

STRATEGIES & PROJECTS

1. Enhance connections between General Franklin E Miles Park, Midtown Site
2. Improve bicycle and pedestrian connectivity between the Midtown site, Hopewell-Mann, other neighborhoods
3. Improve bicycle and pedestrian connectivity at intersections on Cerrillos Rd., St. Michael's Dr., and Siringo Rd.
4. Improve bicycle and pedestrian connectivity between the Midtown site and General Franklin E Miles Park
5. Improve bicycle and pedestrian connectivity between the St. Michael's corridor and the Arroyo de Los Chamisos Trail, Rail Trail and other regional trails.
6. Work with nearby property owners on "Soft Connections" that improve pedestrian access to Midtown.
7. Establish pedestrian and bicycle connections to educational institutions, as well as adjacent City-owned parcels.
8. Improve access to transit on St. Michael's Dr., Cerrillos Rd. and Siringo Rd.
9. Improve access to transit on Cerrillos Rd.
10. Improve access to transit on Siringo Rd
11. Rehabilitate and reuse existing buildings and cultural resources where feasible. On the Midtown site, this includes but is not limited to the following:
    a. *Greer Garson Studio Complex*
    b. *Greer Garson Theatre Center*
    c. *Visual Arts Center*
    d. *Fogelson Library Complex*
    e. *Benildus Hall*
    f. *Administration Building*
12. Retrofit existing pond in the southern portion of the Midtown site.

MAP LEGEND

TRANSPORTATION

BUS ROUTE
- Rail Runner and Rail Trail
- Neighborhood Shared Route
- Regional Trail
- Regional Shared Route

SITE FEATURES & BOUNDARIES
- Existing Pond
- Midtown Site Boundary
- MRA Boundary

NEIGHBORHOODS
A. Casa Alegre
B. Hopewell Mann
C. Midtown
D. Rancho Siringo

PARKS
A. Cielo Vista
B. Los Hermanos Rodriguez
C. General Franklin E. Miles
D. Southridge Calle Lorca
E. Rancho Siringo
F. Herb Martinez
G. Monica Lucero
H. Ragle

SCHOOLS
A. Salazar Elementary
B. Milagro Middle
C. Nava Elementary
D. New Mexico Highlands University Center
E. Santa Fe High
F. Kearny Elementary
G. Early College Opportunities High School
H. Chaparral Elementary

As part of the implementation strategy, an assessment of available financing tools has identified Tax Increment Financing as a leading option. TIF offers a powerful mechanism to help fund critical infrastructure improvements while capturing the long-term benefits of economic growth and reinvestment in the area.

HOW CAN TIF WORK IN MIDTOWN?

TIF districts can provide communities the funds necessary to implement the strategic goals outlined in their redevelopment plans. By attracting investment that would not occur without tax increment financing, the Metropolitan Redevelopment Agency can help catalyze economic growth and increase the long-term tax base for all jurisdictions.

A Midtown TIF district could help facilitate the redevelopment of Midtown by generating the funding necessary to rehabilitate the area in alignment with community needs and existing plans for the site. TIF could finance efforts by the Metropolitan Redevelopment Agency to address key considerations identified in the Midtown Master Plan, which include connectivity and mobility, integrated stormwater management, civic and open space, and affordable housing.

More specifically, TIF could serve as a critical source of funds for the following:

- ☑ *Catalytic public infrastructure including streets and utilities that would make Midtown parcels development-ready;*
- ☑ *Plazas and open space;*
- ☑ *Public assistance for affordable housing;*
- ☑ *Gap financing for parking structures and other extraordinary development costs; and*
- ☑ *Renovation and rehabilitation of existing structures for adaptive reuse.*

TAX INCREMENT FINANCING PROJECTIONS

For the purposes of this plan, TIF revenues were projected for the Midtown MRA boundary. If approved, initial projections indicate that a new TIF district encompassing the proposed Midtown MRA could generate approximately $190.0 million in TIF revenue (including gross receipts taxes from construction) over 20 years for use on eligible costs within the district. Annual tax revenue collected by the MRA is projected to range from approximately $376,000 to $11.1 million annually in the first ten years of the TIF, and up to $17.3 million in the final year of the TIF. This 20-year revenue stream would provide the opportunity for significant public investment and economic development programming.

FIGURE 14. MIDTOWN MRA TIF REVENUE PROJECTIONS



REVENUE PROJECTION ASSUMPTIONS

TIF revenue is generated through inflationary property value growth on existing properties, growth of gross receipts due to inflation or increased sales, or new development which generates additional property and gross receipts tax revenue. The TIF revenue projections are based on a series of assumptions. Current property and gross receipts tax rates are assumed to remain constant throughout the entire analysis period. In addition, it is assumed that the participating taxing districts — the City, the County, and the State — all contribute 50% of their incremental revenues generated within the district to the TIF.

Additional assumptions relate to property tax and gross receipts tax growth rates over time, as well as new development within in the district. Stabilized growth rate assumptions for existing property and current commercial activity are based on historic growth observed or estimated for the Midtown MRA boundary. Future development and phasing assumptions are based on preliminary development proposals received by the Metropolitan Redevelopment Agency, as well as market demand analysis conducted by SB Friedman.

FIGURE 15. DRIVERS OF GROWTH

Drivers of Growth	
Property Tax Base (2025)	$70.0 Million
GRT Base (202)	$276.1 Million
Stabilized Property Tax Annual Growth Rate	2.43%
Stabilized GRT Annual Growth Rate	2.50%
New Development	Preliminary Development Interest

TAKEAWAYS

A TIF that encompasses the Midtown MRA could generate significant revenues to fund the rehabilitation and redevelopment of Midtown in accordance with community needs and existing policies and plans. However, because TIF relies in large part on new development to generate funding, most of the revenue from a Midtown MRA TIF would likely be generated in the last ten years of the TIF.

The new TIF revenues give the City multiple options to fund redevelopment. The City could choose to enter into public-private partnerships with developers to advance priority development projects and fund extraordinary development costs that are often not covered by the private sector, such as environmental remediation, higher shares of affordable housing, and public infrastructure associated with new development. The city could also issue bonds against these revenues to pay for needed public infrastructure, such as streets, parks, and plazas, to establish the public realm framework and make parcels within the Midtown site development-ready.



APPENDIX

APPENDIX ITEM A: METROPOLITAN REDEVELOPMENT POWERS

This plan provides the agency with broad powers, as noted in 3-60A-10 of New Mexico state statute.

These powers, which only exist within the MRA district, include:

- ☑ **A.** *Undertaking and carrying out metropolitan redevelopment projects, including clearance and redevelopment, rehabilitation, conservation and development activities and programs; to make, enter into and execute contracts up to $200,000 and other agreements and instruments necessary or convenient to the exercise of its powers under the Redevelopment Law;*

- ☑ **B.** *Agree to conditions that it may deem reasonable and appropriate that are attached to federal financial assistance and imposed pursuant to federal law, including conditions relating to the determination of prevailing salaries or wages or compliance with federal and state labor standards, compliance with federal property acquisition policy; and to include in a contract let in connection with the project provisions to fulfill these conditions as it may deem reasonable and appropriate; provided, however, that all purchases of personal property shall be in accordance with the **City of Santa Fe** Procurement Code;*

- ☑ **C.** *Inspect any building or property in a metropolitan redevelopment area in order to make surveys, appraisals, soundings or test borings and; to acquire, by purchase, lease, option, devise or otherwise, any real property or personal property for its administrative or project purposes, together with any improvements thereon;*

- ☑ *Prepare for redevelopment any such property; to insure or provide for the insurance of real or personal property or operations of the local government against risks or hazards, including the power to pay premiums on that insurance; and to enter into contracts necessary to effectuate the purposes of the Metropolitan Redevelopment Code up to **$200,00 in value**;*

- ☑ **D.** *Apply for money subject to those procedures and limitations as may be provided in the constitution of New Mexico or statutes and to apply for and accept advances, loans, grants, contributions and other forms of financial assistance from the federal government, the state, the county or other public body or from sources, public or private, for the purposes of the Metropolitan Redevelopment Code **subject to approval and ratification by Governing Body**;*

- ☑ *A local government may include in a contract for financial assistance with the federal government for a metropolitan redevelopment project conditions imposed pursuant to federal law that the local government may deem reasonable or appropriate and that are not inconsistent with the purposes of the Metropolitan Redevelopment Code;*

- ☑ **E.** *Make plans necessary for the carrying out of the purposes of the Metropolitan Redevelopment Code and to contract with any person, public or private, in making and carrying out such plans and to adopt or approve, modify and amend the plans following community engagement. The plans may include without limitation:*

  - ☑ *(1) redevelopment plans for specific areas;*

  - ☑ *(2) plans for programs of voluntary or assisted repair and rehabilitation of buildings and improvements;*

  - ☑ *(3) appraisals, title searches, surveys, studies and other preliminary plans and work necessary to prepare for the undertaking of metropolitan redevelopment projects;*

- ☑ **F.** *Develop, test and report methods and techniques and carry out demonstrations and other activities for the prevention and elimination of blight and to pay for, accept and use grants of funds from the federal government for those purposes;*

- ☑ **G.** *Appropriate under existing authority the funds and make expenditures necessary to carry out the purposes of the Metropolitan Redevelopment Code and under existing authority to; to close, vacate, plan or replan streets, roads, sidewalks, ways or other places; in accordance with applicable law or ordinances, to plan or replan; and to enter into agreements with a metropolitan redevelopment agency vested with metropolitan redevelopment project powers, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by the local government pursuant to the powers granted by the Redevelopment Law;*

- ☑ **H.** *Organize, coordinate and direct the administration of the provisions of the Redevelopment Law as they apply to the local government in order that the objective of remedying blighted areas and preventing the causes of those areas within the jurisdiction of the local government may be most effectively promoted and achieved;*

- ☑ **I.** *Acquire real property that is appropriate for the preservation or restoration of historic sites; the beautification of urban land; the conservation of open spaces, natural resources; or the provision of recreational opportunities; or that is to be used for public purposes as **limited by their contracting authority**;*

- ☑ **J.** ***May** engage in the following activities as part of a metropolitan redevelopment project:*

  - ☑ *(1) special projects directed to the removal of materials and architectural barriers that restrict the mobility and accessibility of elderly and disabled persons;*

  - ☑ *(2) provision of public services in the metropolitan redevelopment area that are not otherwise available in the area, including the provisions of public services directed to the employment, economic development, crime prevention, childcare, health, drug abuse, welfare or recreation needs of the people who reside in the metropolitan redevelopment area;*

  - ☑ *(3) payment of the nonfederal share of any federal grant-in-aid program to the local government that will be a part of a metropolitan redevelopment project;*

  - ☑ *4) payment of reasonable administrative costs and carrying charges related to the planning and execution of plans and projects;*

- ☑ **K.** *In a metropolitan redevelopment project or rehabilitation or conservation undertaking or activity, to exercise the following powers in one or more metropolitan redevelopment areas to include the elimination and prevention of the development or spread of blight and may involve redevelopment in that area or rehabilitation or conservation in that area or any combination or part of those areas in accordance with a metropolitan redevelopment plan and for undertakings or activities of a local government in a metropolitan redevelopment area to eliminate the conditions that caused an area to be so designated and may include the following:*

  - ☑ *(1) clearing the land, grading the land the land in accordance with the metropolitan redevelopment plan;*

  - ☑ *(2) making the land available for development by private enterprise or public agencies, including sale, initial leasing, leasing or retention by the local government itself, at its fair market value for uses in accordance with the metropolitan redevelopment plan for the area;*

- ☑ **L.** *The local government is empowered in a metropolitan redevelopment area to undertake redevelopment that includes:*

  - ☑ *(1) demolition and removal of buildings and improvements;*

  - ☑ *(2) making the real property available for development or redevelopment by private enterprise or public agencies, including sale, leasing or retention by the local government itself, at its fair value for uses in accordance with the metropolitan redevelopment area plan; and*

- ☑ **M.** *Engage in rehabilitation or conservation that includes the restoration and renewal of a blighted area or portion thereof in accordance with any approved plan, by:*

  - ☑ *(1) carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements;*

- ☑ *(2) demolition or removal of buildings and improvements thereon where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen or increase density, eliminate obsolete or other uses detrimental to the public welfare or to otherwise remove or prevent the spread of blight or deterioration or to provide land for needed public facilities;*

- ☑ *(3)* ***make recommendations*** *for the disposition of any property acquired in the area, including sale, leasing or retention by the local government itself, for uses in accordance with an approved plan*

- ☑ *(4) repair or rehabilitation of structures within the area;*

- ☑ *(5) power to resell repaired or rehabilitated property;*

- ☑ *(6)* ***after approval by the City of Santa Fe and after it has been determined that the expenditure is in accordance with the metropolitan redevelopment plan for that area, the Commission may authorize*** *the use of the proceeds of bonds issued pursuant to the Metropolitan Redevelopment Code for the purpose of constructing, repairing, remodeling or modifying a building or buildings located in the metropolitan redevelopment area. Such rehabilitation or conservation with use of funds expended by authority of the Metropolitan Redevelopment Code or by metropolitan revenue bonds authorized by that code shall be authorized.*

APPENDIX ITEM B: SANTA FE MIDTOWN MARKET STUDY



MIDTOWN MARKET ANALYSIS

Santa Fe Metropolitan Redevelopment Agency

Briefing Book | September 8, 2025

SBFRIEDMAN

VISION
ECONOMICS
STRATEGY
FINANCE
IMPLEMENTATION

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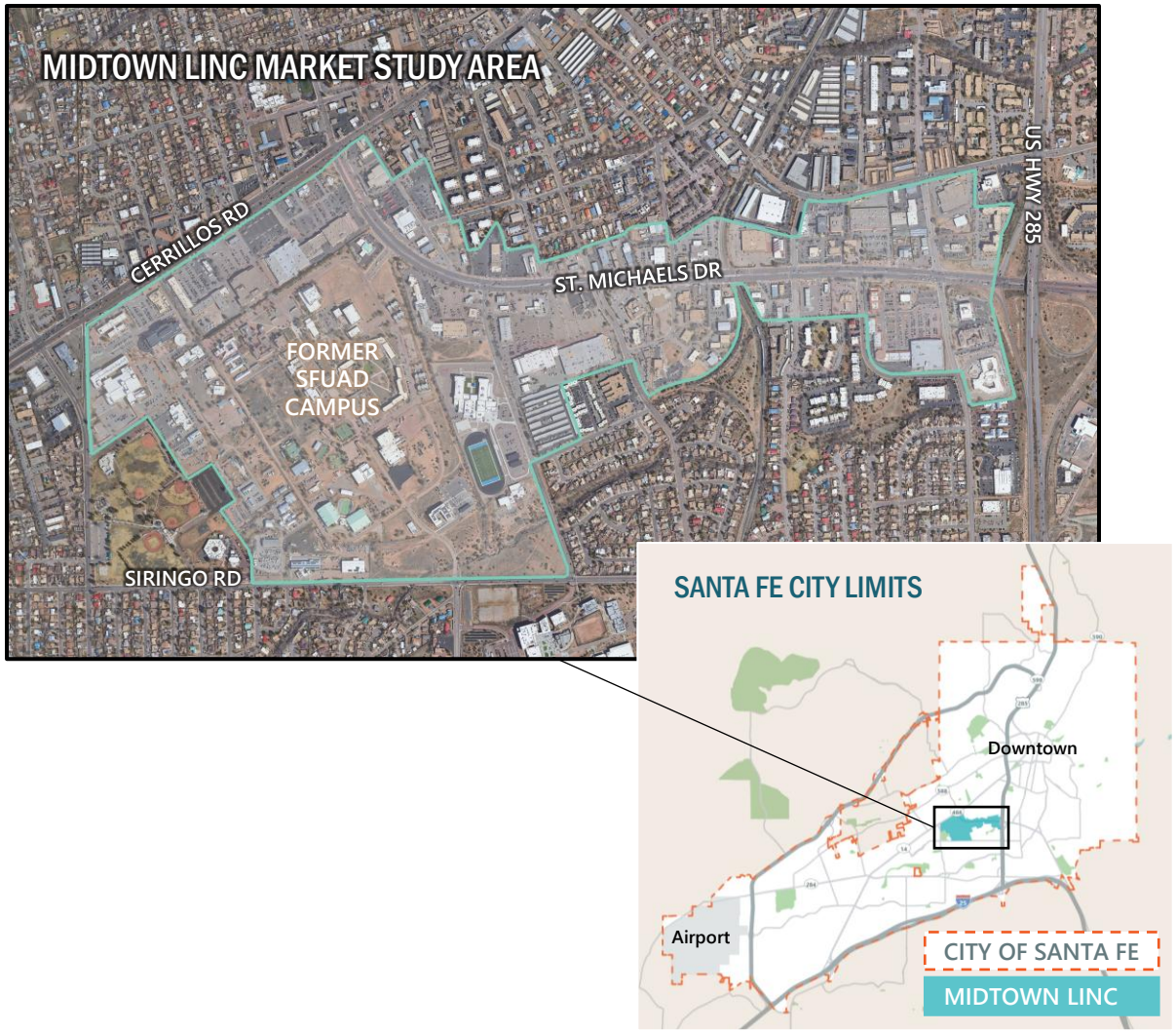
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INTRODUCTION

STUDY PURPOSE

Midtown Local Innovation Corridor – Market Analysis

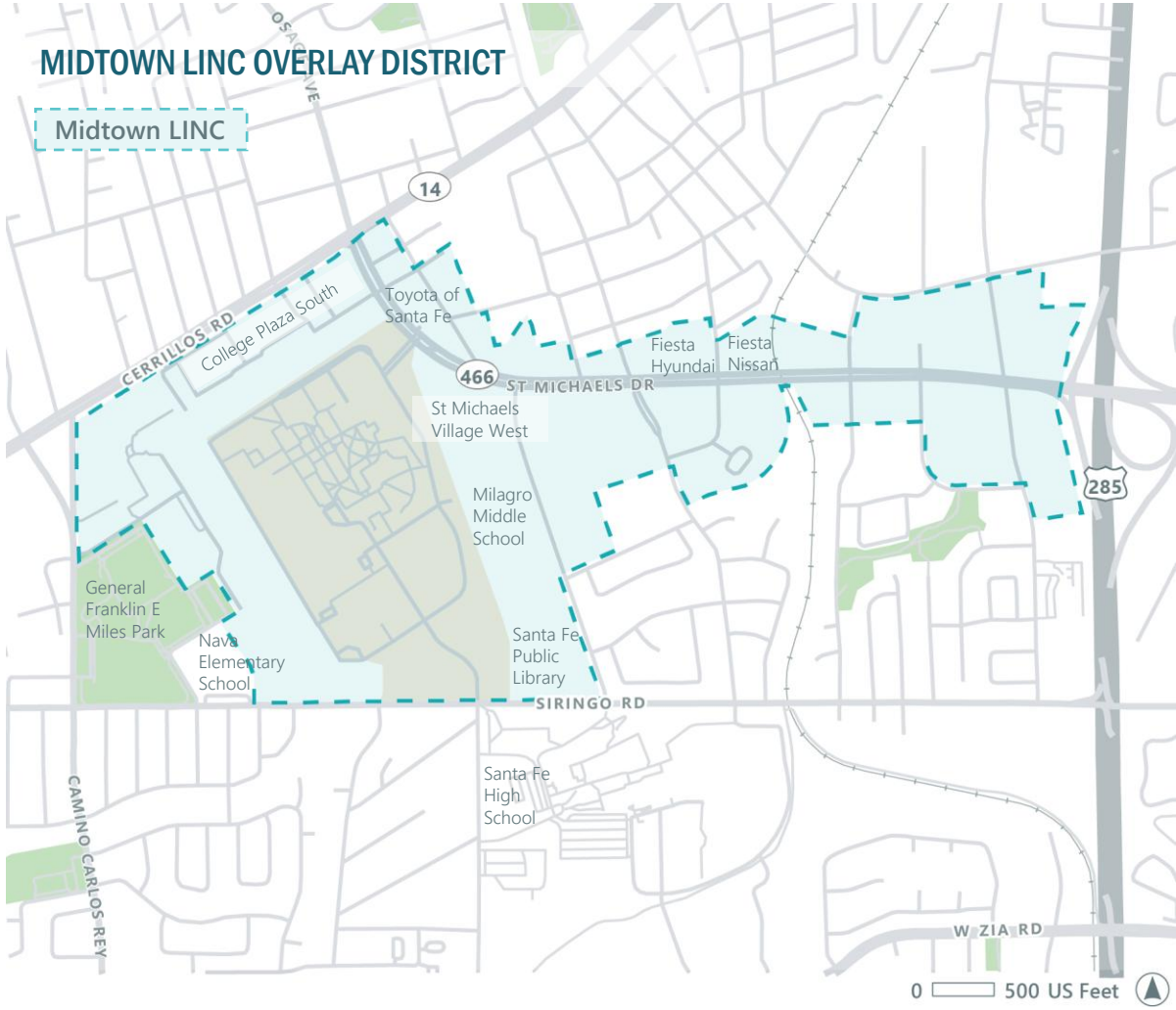
- The Santa Fe Metropolitan Redevelopment Agency engaged SB Friedman Development Advisors, LLC (SB Friedman) to conduct a market study for the area encompassed by the Midtown Local Innovation Corridor (LINC) Overlay District in concurrence with a Metropolitan Redevelopment Area designation for a similar area.
- The Midtown LINC encompasses ±378 acres of land near the intersection of Cerrillos Road and St. Michaels Drive in the geographic center of Santa Fe. The area includes the campus of the former Santa Fe University of Art and Design (SFUAD), which permanently closed in 2018.
- The 64-acre campus site was the focus of the recent community-driven Midtown master planning process following extensive public engagement. In November 2022, the City of Santa Fe approved the Midtown Master Plan. The long-term vision for the site prioritizes sustainability, economic vitality, and the creation of a mixed-use urban center.
- As part of this study, SB Friedman assessed industry and demographic trends in Santa Fe; analyzed the recent performance of multifamily, office, hotel, and retail in the Midtown LINC and the surrounding city; and estimated the pace of buildout for redevelopment sites within the study area.



MIDTOWN AREA – NEIGHBORHOOD CONTEXT

The Midtown LINC is primarily an auto-oriented area along major transportation corridors

- The Midtown LINC is bounded by Cerrillos Road to the northwest, Camino Carlos Rey to the east, Siringo Road to the south, and encompasses properties on either side of St. Michaels Road between Cerillos Road and U.S. 285.
- The LINC includes several shopping centers, big-box retailers, public sector uses including government offices, a middle school and the Santa Fe Public Library, some offices and the former campus of SFUAD.
- Cerrillos Road is a major transportation corridor in Santa Fe and is a nine-lane multi-modal roadway with a 40-mph speed limit. In addition to the six through lanes, Cerrillos Road has on-street unprotected bike lanes, a raised median and dedicated left- and right-turn lanes with access to surrounding businesses. Cerrillos Road is one of Santa Fe's most heavily trafficked roadways with 2024 annual average daily traffic counts of over 45,900 within the sections of the LINC. The heavy traffic, large building footprints and parking lots lining Cerrillos Road contribute to the auto-oriented nature of the corridor.
- St. Michaels Drive is another heavily trafficked corridor in Santa Fe. St. Michaels Drive is a seven-lane multimodal roadway with a 40-mph speed limit. In addition to six through lanes, St. Michaels Drive has a raised median and a left-turn lane. St. Michaels Drive had 2024 annual average daily traffic counts of over 24,700 within sections of the LINC.



MIDTOWN MASTER PLAN VISION

Midtown site is envisioned as a vibrant, walkable, mixed-use community at the center of the city

- The Midtown Master Plan focuses on the 64-acre, former SFUAD campus. After a four-year planning effort, which included extensive community engagement, the Midtown Master Plan and accompanying Midtown Community Development Plan were approved by the City of Santa Fe in 2022 and 2023, respectively. These documents lay out the community's vision for the site as well as the policies guiding future redevelopment.
- The Midtown Master Plan envisions the site as a vibrant, walkable, mixed-use community for Santa Feans at the center of the city, with a mix of new construction and adaptive reuse of existing structures.
- To execute the vision, the Midtown Master Plan includes sub-zone standards and façade-zone standards. Sub-zone standards designate preferred uses for each development site. Midtown site sub-zones include civic-space, mixed-use neighborhood, mixed-use center, mixed-use office, mixed-use film and community-oriented use. Façade-zone standards control physical elements including setbacks, height step backs and required frontage types. Midtown site façade zones include plaza, main street, main street-office, live/work, neighborhood residential and neighborhood paseo.

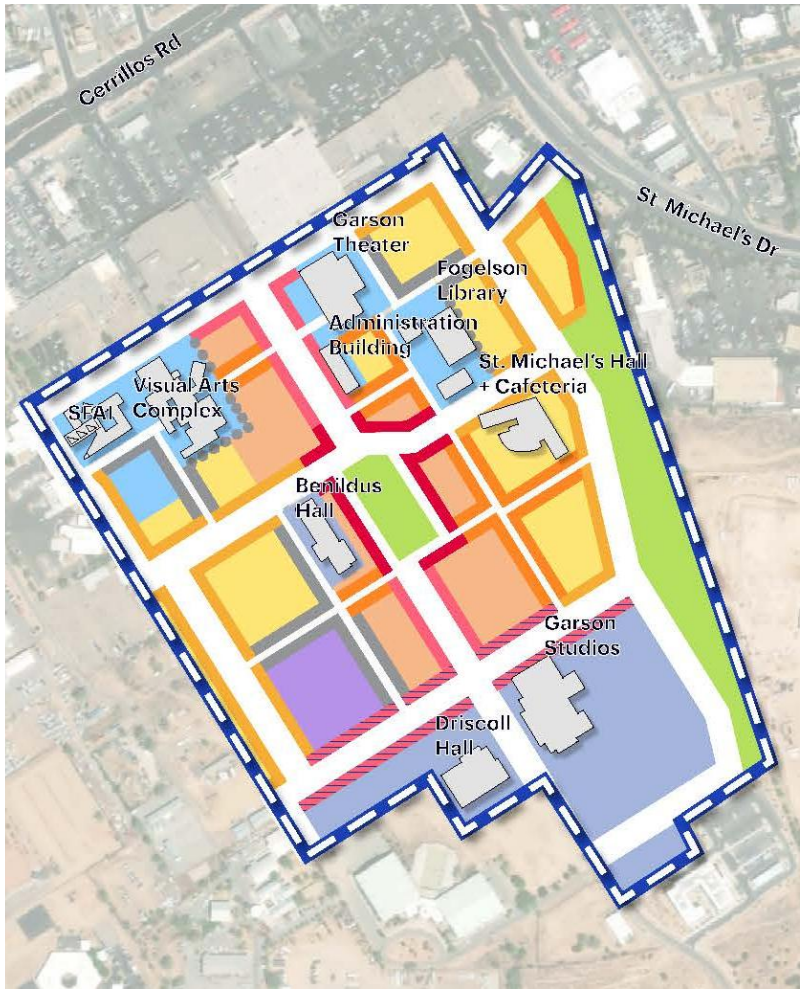
The Midtown Site

Sub-Zones:

- Civic Space (CS)
- Mixed-Use Neighborhood (MU–N)
- Mixed-Use Center (MU–C)
- Mixed-Use Office (MU–O)
- Mixed-Use Film (MU–F)
- Community-Oriented Use (CO)
- Existing Buildings to Reuse

Facade Zones:

- Plaza (PL)
- Main Street (MS)
- Main Street–Office (MS–O)
- Live/Work (LW)
- Neighborhood Residential (NR)
- Neighborhood Paseo (NP)
- 3 stories max. height within 30' of indicated parcel line



Source: City of Santa Fe Metropolitan Redevelopment Agency, SB Friedman

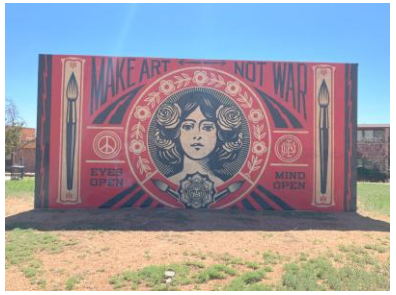
MIDTOWN AREA – EXISTING CONDITIONS

A market-responsive strategy can help achieve the Midtown Master Plan vision













- The Midtown LINC is negatively impacted by physical and economic issues: lacking or unsafe infrastructure, large vacant properties, underutilized land, and recent disinvestment.
- This study builds off the 2022 Midtown Master Plan and analyzes the market conditions for the various land uses proposed in the plan.

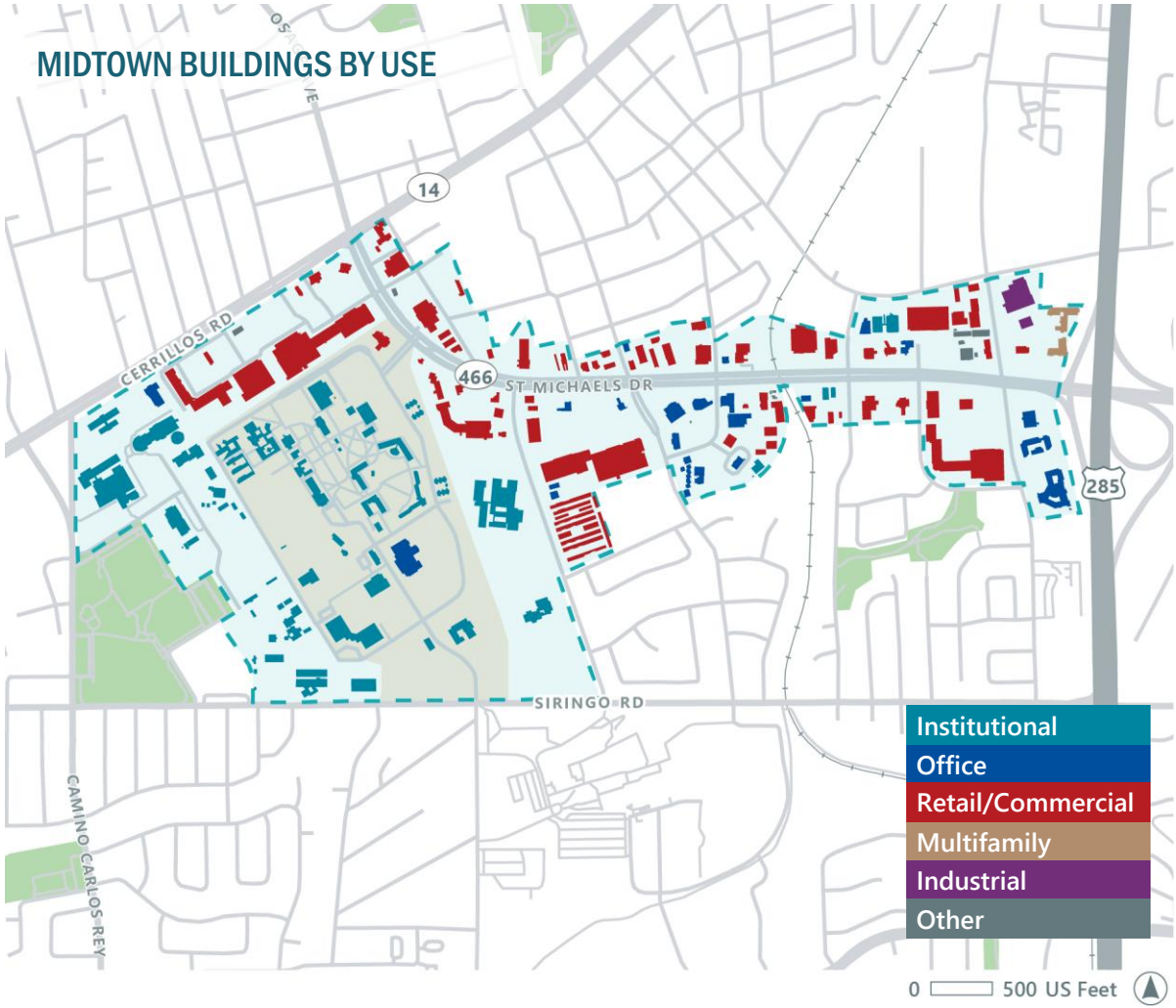
Source: SB Friedman

MIDTOWN AREA ANALYSIS

MIDTOWN AREA LINC BUILDING USES

Commercial and institutional uses account for the bulk of the building area in the Midtown LINC

- Commercial and retail buildings account for a plurality of the building area within the Midtown LINC. Commercial properties are primarily located along Cerillos Road and St. Michaels Drive, the two major thoroughfares in the study area.
- The Midtown LINC also contains many institutional buildings, most of which are located on the former SFUAD campus site and surrounding properties. Some of the former campus buildings will be reused, though others will be demolished to accommodate redevelopment.
- There are office buildings located throughout the Midtown LINC, though most are concentrated on the eastern half of the study area, along St. Michaels Drive.
- There is also one multifamily property and two industrial buildings within the Midtown LINC, all on the eastern edge of the study area.



MIDTOWN LINC EXISTING REAL ESTATE SUPPLY

Existing Midtown real estate supply is primarily commercial and institutional with some office space

- The Midtown LINC primarily contains commercial and institutional land uses. The Midtown LINC contains approximately 1.1M SF of commercial space. Midtown's commercial square footage makes up 15.6% of Santa Fe's total commercial inventory.
- Over 348,100 SF of commercial space was built in Santa Fe since 2015, with the Midtown LINC capturing 52,057 SF. Therefore, the Midtown LINC's capture of new commercial development (15.0%) is roughly equal to its total share of Santa Fe commercial space (15.6%).
- The Midtown LINC is not a core office market. The Midtown LINC currently contains 332,421 of office space, or 4.6% of the total office space in Santa Fe. Approximately 115,600 SF of office space has been built across the city since 2015. Meanwhile, the last office project delivered in the Midtown LINC was completed in 2003.
- There is one rent-restricted affordable multifamily project within the Midtown LINC. This project has 136 units, which accounts for 1.6% of the entire city's multifamily inventory. The Midtown LINC does not contain other residential uses but is surrounded by residential neighborhoods like Hopewell-Mann.

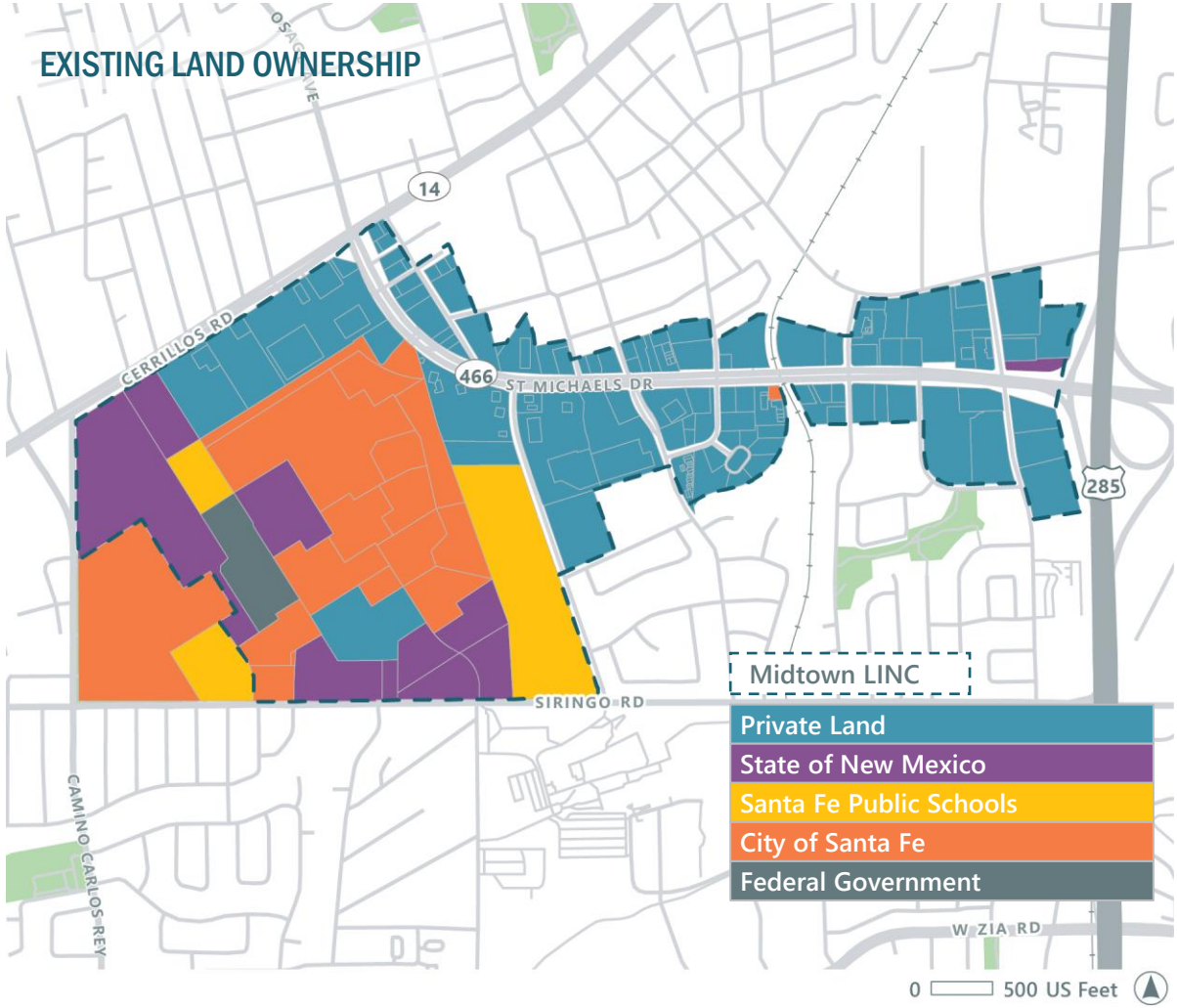
	Santa Fe	Midtown LINC	Area Capture
Total Multifamily Units	8,425	136[1]	1.6%
Built Since 2015	*2,389*	*0*	*0%*
Stabilized Vacancy	7.2%	N/A	--
Average Rent/SF	$2.00	N/A	--
Total Commercial SF	7,268,856	1,131,333	15.6%
Built Since 2015	*348,158*	*52,057*	*15.0%*
Vacancy	2.3%	1.6%	--
Average Rent/SF	$18.45	$15.90	--
Total Office SF	7,160,595	332,421	4.6%
Built Since 2015	*115,567*	*0*	*0%*
Vacancy	1.6%	N/A	--
Average Rent/SF	$23.68	N/A	--

[1]A single rent-restricted affordable multifamily project accounts for all Midtown units..
Source: CoStar, SB Friedman

EXISTING LAND OWNERSHIP

Public entities control most of the land associated with the former SFUAD campus

- Land within the Midtown LINC land is owned by private owners as well as various public entities including the State of New Mexico, Santa Fe Public Schools, the City of Santa Fe and the federal government.
- The land associated with the former SFUAD campus is mostly held publicly, giving the public sector significant control over how this land is redeveloped.

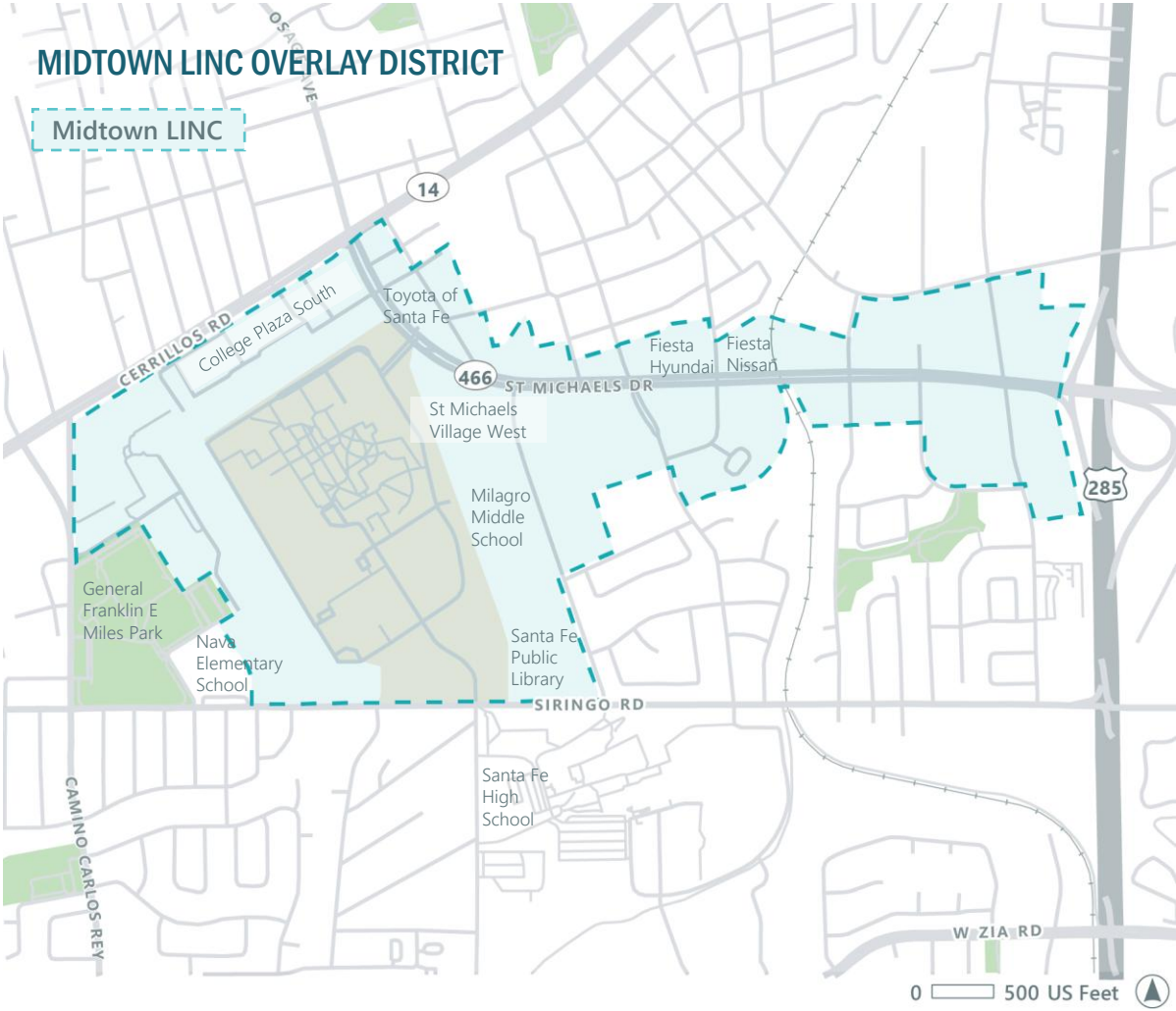


Source: City of Santa Fe, SB Friedman

MIDTOWN LINC OVERLAY DISTRICT

The overlay prioritizes denser, mixed-use buildings, but such development has not occurred in the area

- The Midtown Local Innovation Corridor (LINC) Overlay District is a zoning overlay adopted by the City of Santa Fe in 2016. The purpose of the Midtown LINC is to strengthen the built environment, support redevelopment, and enhance connectivity within Santa Fe's geographic and demographic center.
- The overlay established design standards that prioritize four-story mixed-use buildings, street facing architecture and enhanced landscaping to foster a more cohesive urban fabric. The overlay also prohibits certain uses that are not aligned with the district vision.
- Residential projects and certain non-residential uses that meet development standards pay reduced development budget water fees and are exempt from various impact and review fees. Additionally, qualifying projects go through a more streamlined, administrative plan review process.
- However, despite these changes, the qualifying projects that the overlay intended to facilitate have not yet been developed, though one such project—the Arthouse—is currently under construction. Real estate market interviews indicated that strict design standards, insufficient incentives, and unwilling property owners have limited new, residential development within the LINC.

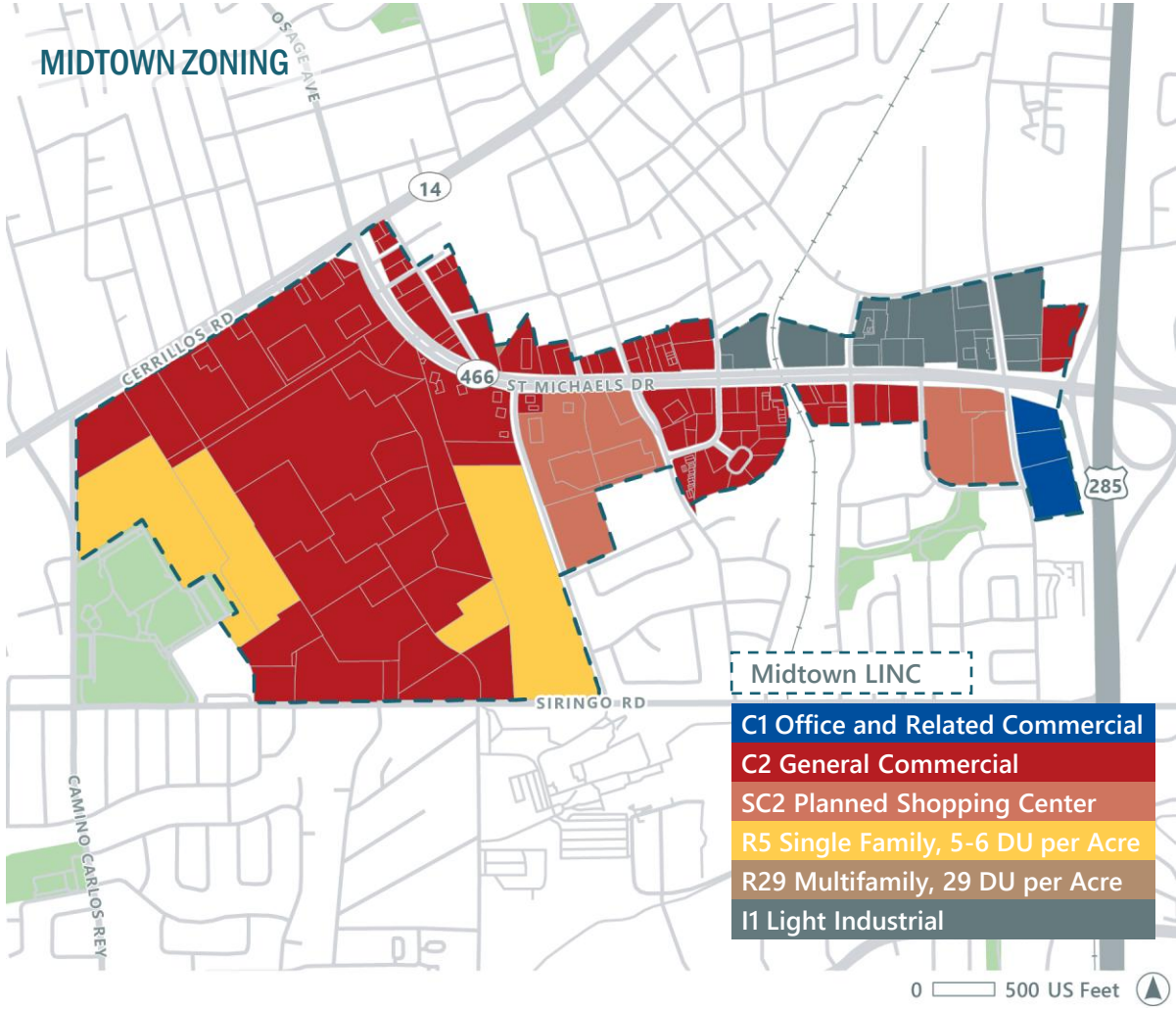


Source: City of Santa Fe, Pland Collaborative, SB Friedman

ZONING

Midtown is primarily zoned for commercial uses with some residential, light industrial and office

- Most of the base zoning in the Midtown LINC is for general commercial uses. Other uses include light industrial, planned shopping centers, single family residential, and office and related commercial uses.
- The Midtown LINC overlay allows for residential uses throughout the area, regardless of base zoning, while prohibiting certain uses that are not aligned with the district vision. The design overlay also sets design standards that prioritize four-story mixed-use buildings, street-facing architecture and enhanced landscaping to foster a more cohesive urban fabric.

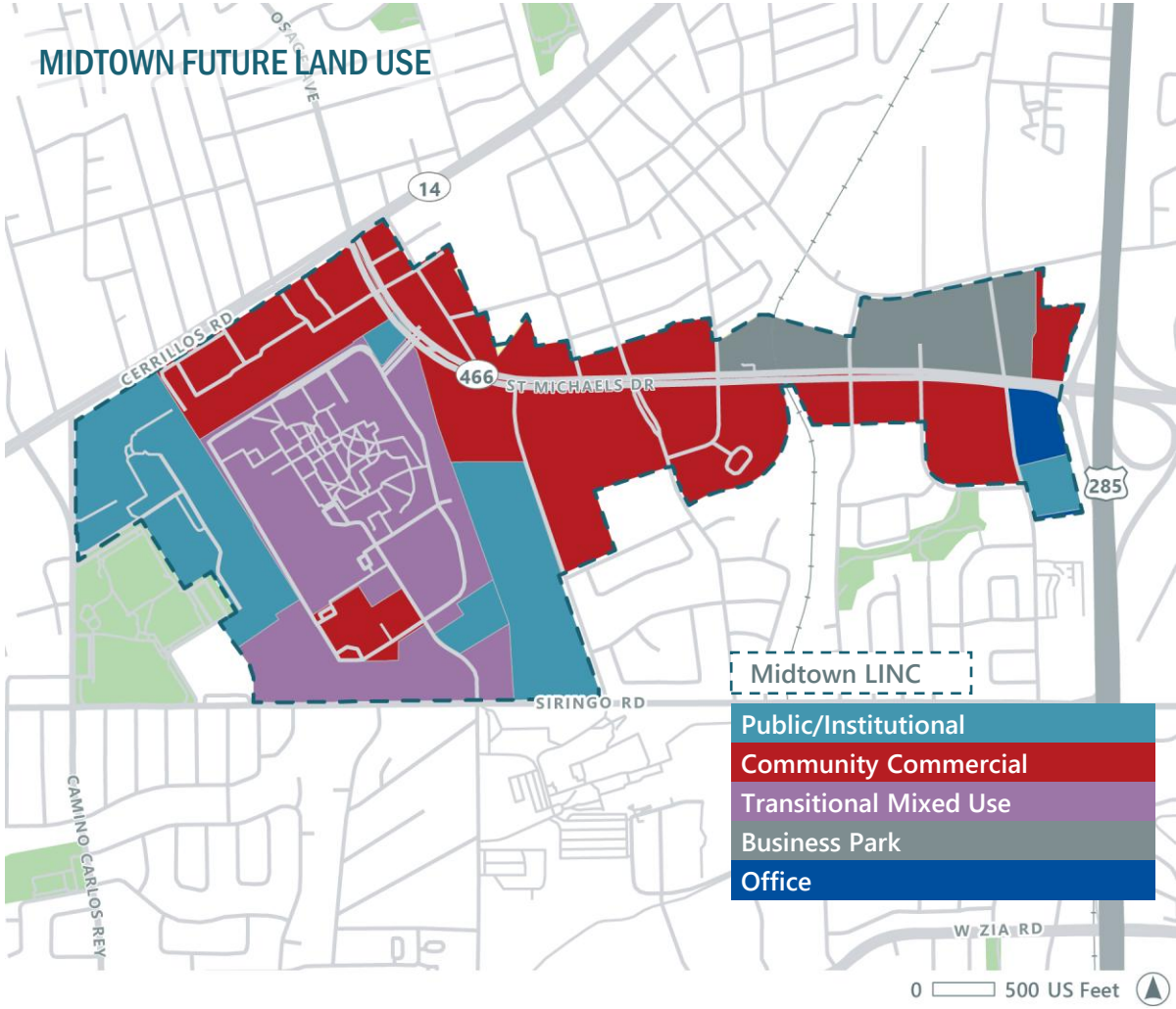


Source: City of Santa Fe, SB Friedman

FUTURE LAND USE

Future land use of Midtown generally reflects current zoning with some adjustments

- The future land use of the Midtown LINC includes public/institutional, community commercial, transitional mixed use, business park and office uses.
- Much of the land that is currently zoned for single family residential will be public/institutional in the future, which is in line with the current public sector ownership of the site.
- Some of the land currently zoned for general commercial uses is designated to be transitional mixed use in the future. This transitional mixed use portion of the site includes the core Midtown site.
- The land along Cerrillos Road and St. Michaels Drive is anticipated to remain designated for commercial uses.

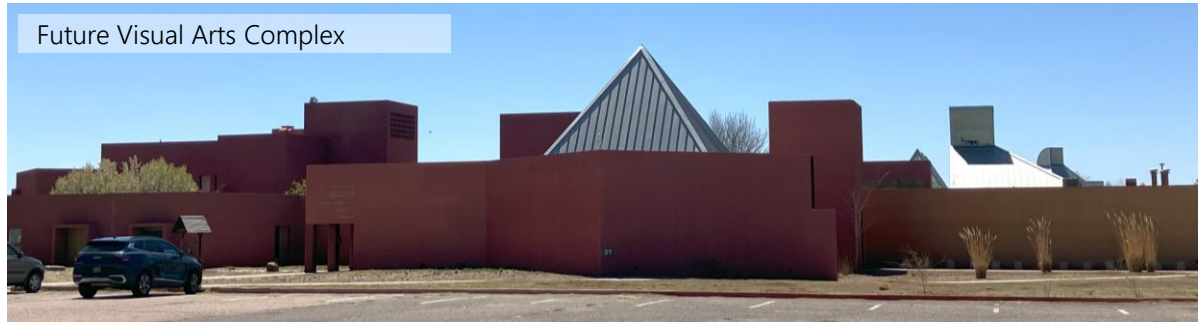


Source: City of Santa Fe, SB Friedman

MIDTOWN CAMPUS ANCHORS

Existing and planned anchors will generate activity and help make Midtown a destination

Plans for the Midtown campus include several anchors that will generate activity on the site and help contribute to a sense of place. Some of these uses are currently operating while others will reactivate or redevelop existing structures on the former SFUAD campus.


Future Visual Arts Complex


Future Fogelson Library



Garson Studios

CURRENTLY OPERATING USES

Garson Studios: Existing studio facilities were redeveloped and now include 24,100 SF of soundstages and over 27,000 SF of office and production support space.

Santa Fe Art Institute: SFAI currently operates a 17,000 SF facility that includes art studios, a gallery, a library, and artist living accommodations.

PLANNED USES

Visual Arts Complex: Existing SFUAD facilities will be redeveloped into a creative cultural hub that will provide accessible arts, design and cultural programming and education to the community.

Greer Garson Theatre Center: Currently not operational, the facility includes a 500-seat theater, a 100-seat black box theater, classrooms and additional amenities. After renovations, the facility will be reactivated as a performing arts venue with additional community-oriented uses.

Fogelson Library: The former SFUAD library will be converted to a branch of the Santa Fe Public Library complete with a community learning and innovation center.

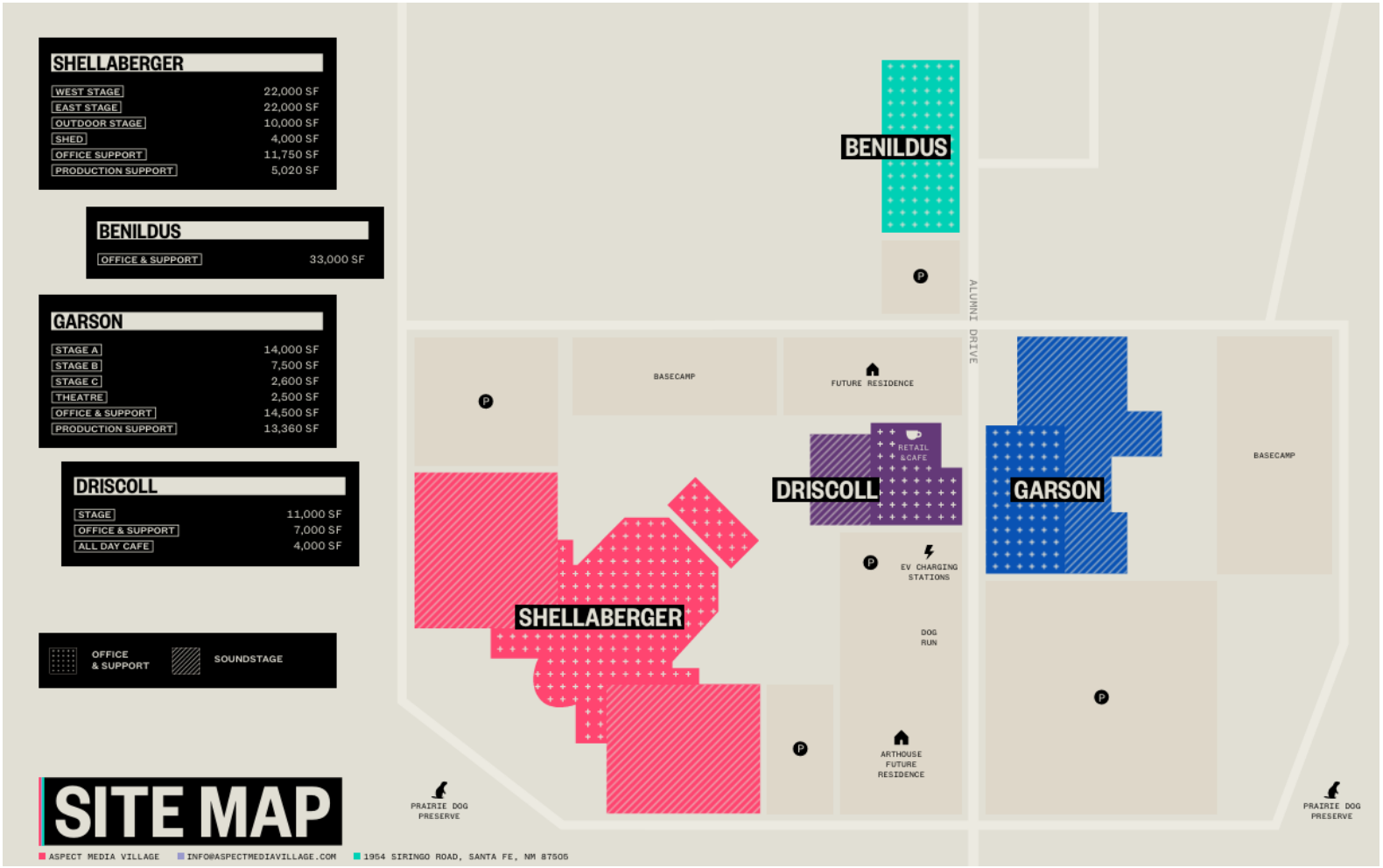
Aspect Media Village Movie Theater: An existing theater space in Garson Studios will be opened as a 2,500 SF commercial movie theater.

Aspect Media Village Restaurant and Bar: Part of the existing Driscoll Hall building will be developed into a 4,000 SF restaurant space.

ASPECT MEDIA VILLAGE

Aspect Media Village is the largest film and tv production studio in northern New Mexico

- Aspect Media Village encompasses approximately 23 acres within the Midtown LINC and is located on the southern end of the former SFUAD campus.
- Aspect Media Village is the largest film and tv production studio in northern New Mexico. It includes six soundstages totaling over 75,000 square feet, as well as 90,000 square feet of office and support space.
- In addition to the studio space, there are several planned development and redevelopment projects planned for Aspect Media Village, including the 129-unit Arthouse multifamily development, another future multifamily development, a movie theater and restaurant.



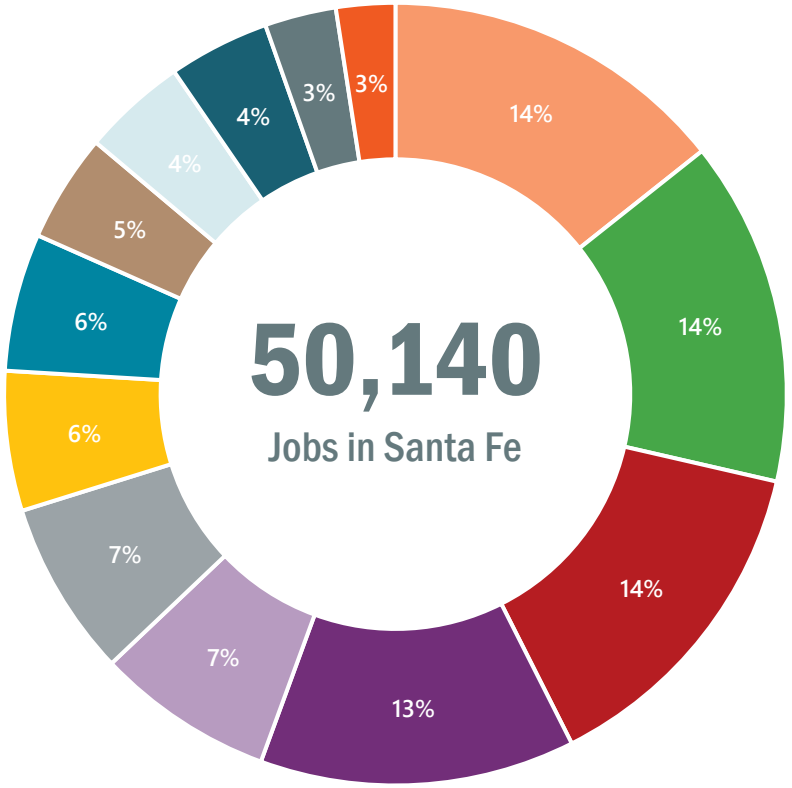
Source: Aspect Media Village

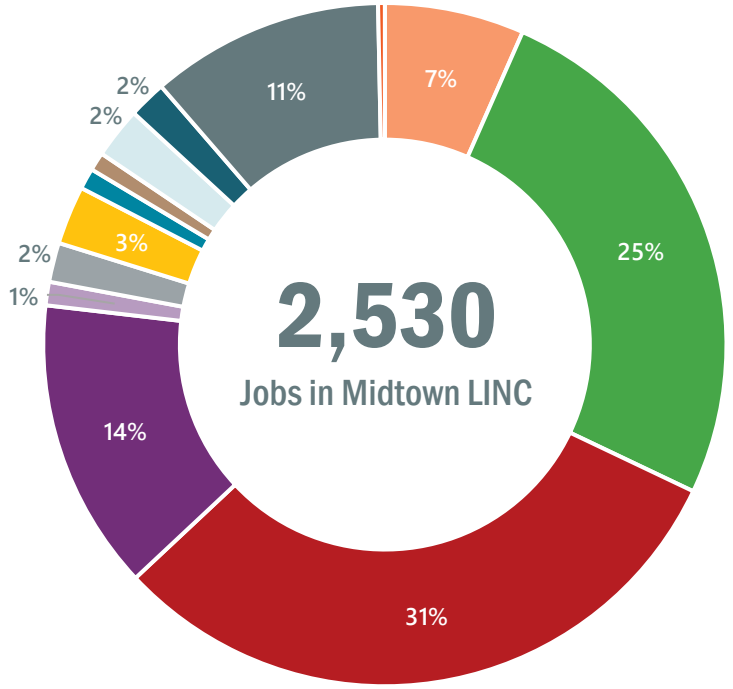
INDUSTRY & DEMOGRAPHIC TRENDS

SANTA FE EMPLOYMENT BASE

Over half of Midtown LINC jobs are in public administration or retail trade

There are approximately 50,140 jobs in Santa Fe and 2,530 jobs in the Midtown LINC. Health Care and Social Assistance, Public Administration and Retail Trade are the top sectors in Santa Fe, each making up 14% of jobs. Meanwhile, Retail Trade and Public Administration are the top sectors in the Midtown LINC, making up 31% and 25% of Midtown LINC jobs, respectively. While 56% of jobs in the Midtown LINC are within these two sectors, they make up only 28% of jobs in the whole city. The Midtown LINC also has a larger share of jobs in accommodation and food services and finance and insurance than the city.





5%

OF SANTA FE JOBS ARE IN MIDTOWN

- Health Care and Social Assistance
- Public Administration
- Retail Trade
- Accommodation and Food Services
- Admin & Support, Waste Mgmt & Remediation
- Other
- Professional, Scientific & Technical Services
- Educational Services
- Construction
- Other Services (Excluding Public Admin)
- Information
- Finance and Insurance
- Arts, Entertainment & Recreation

Source: US Census Longitudinal Employment Household Dynamics (LEHD), 2022

SANTA FE COUNTY AND CITY TARGET INDUSTRIES

The City and Santa Fe County target similar industries, including creative and film industries

Santa Fe County and the City of Santa Fe hope to attract similar clusters, particularly in the outdoor recreation, creative, and film industries. As part of Santa Fe County Economic Development Division's goal to "promote a sustainable and equitable community," the County aims to incentivize sustainable economic development through strategies including enhancing four target industry clusters. The City of Santa Fe Office of Economic Development similarly focuses on strengthening target industry cluster development.

SANTA FE COUNTY

- OUTDOOR RECREATION
- CREATIVE INDUSTRIES
- FILM INDUSTRIES
- AGRICULTURE

CITY OF SANTA FE

- OUTDOOR RECREATION
- CREATIVE/EXPERIENCE
- THE ARTS
- FILM INDUSTRIES
- FOOD SECTOR
- TECH & ADVANCED MANUFACTURING
- HEALTHCARE
- TOURISM & HOSPITALITY

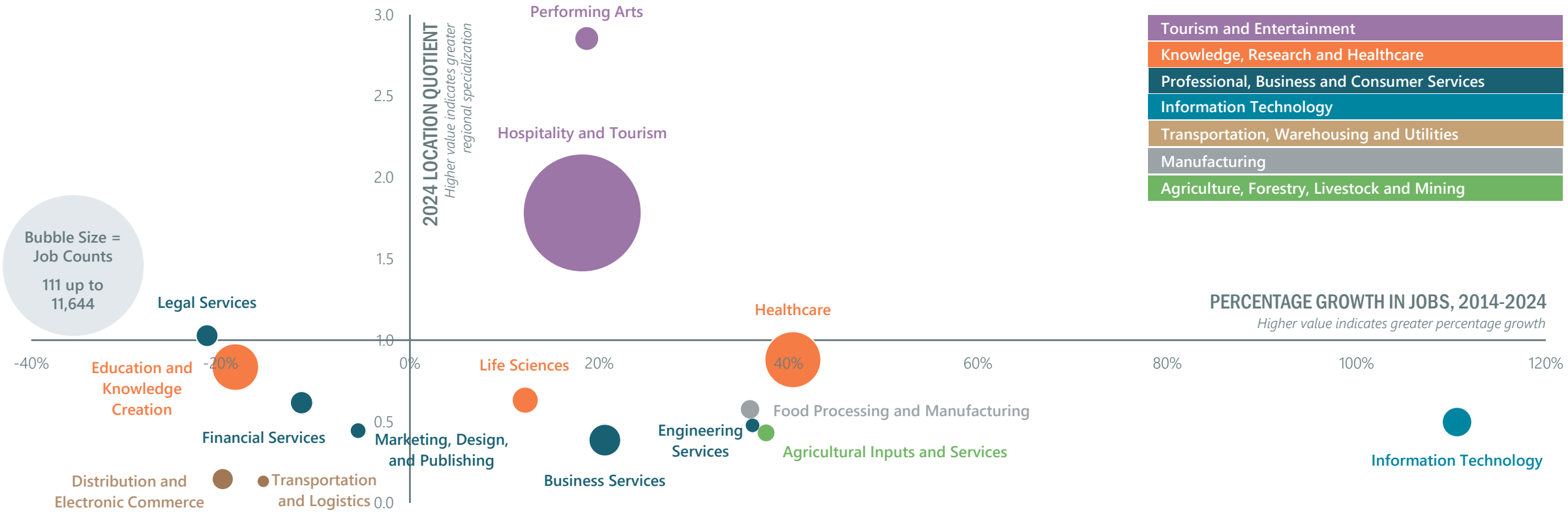
OUTDOOR RECREATION
CREATIVE
FILM
OTHER

Source: City of Santa Fe Office of Economic Development, Santa Fe County Economic Development Division, SB Friedman

SANTA FE COUNTY MAJOR ECONOMIC CLUSTERS

Information Technology was the fastest growing sector in Santa Fe County over the last decade

Santa Fe County has experienced growth across many economic clusters since 2014. The Information Technology cluster grew by over 110% (+360 jobs) from 2014 to 2024, making it the fastest growing sector in the county. Despite its significant growth, it only provides 691 jobs, making it the fifth largest sector in the county. The two largest sectors, Hospitality and Tourism and Healthcare, which provide over 11,500 and 2,700 jobs, respectively, had more moderate growth rates of 18% (+1,790 jobs) and 40% (+800 jobs).



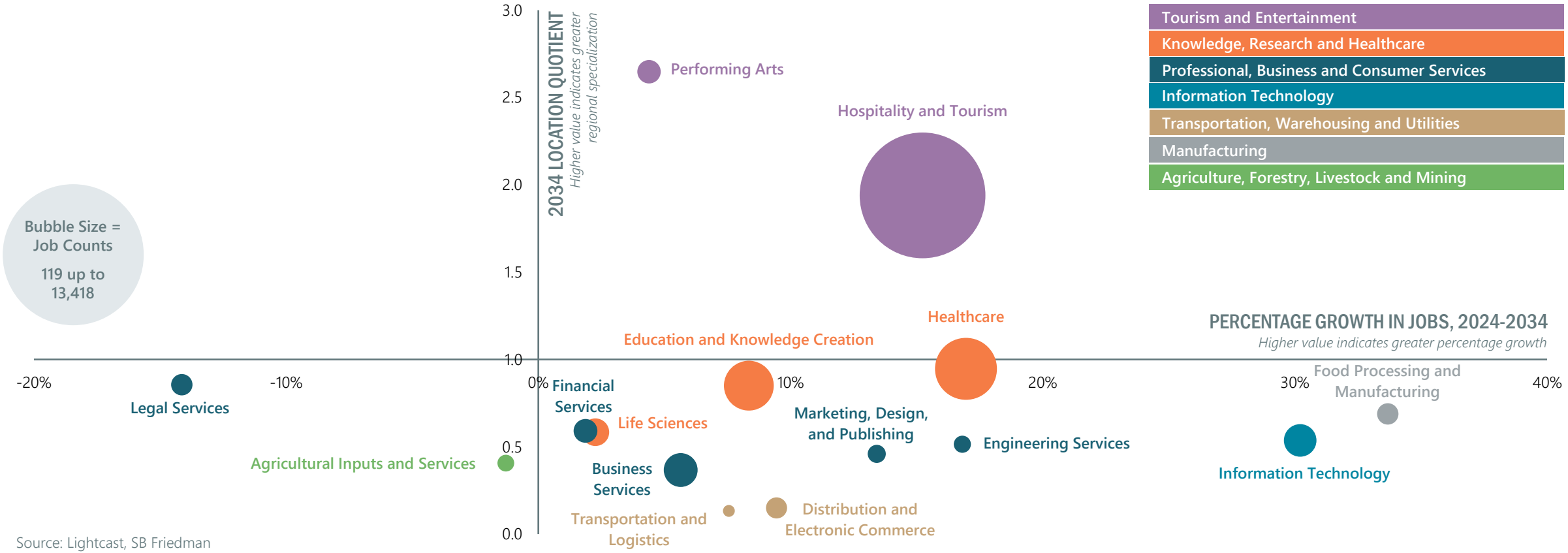
Source: Lightcast, SB Friedman

SB Friedman Development Advisors, LLC

SANTA FE COUNTY PROJECTED ECONOMIC CLUSTER GROWTH

Job growth is projected to be driven largely by Hospitality and Tourism

Hospitality and Tourism is projected to remain the largest employment cluster, adding over 1,770 jobs to the county from 2024 to 2034. Hospitality and Tourism's growth will account for 47% of projected new jobs during the period. Healthcare is projected to remain the second-largest economic cluster, adding over 470 jobs to the county and accounting for 13% of new jobs during the period. While Food Processing and Manufacturing and Information Technology are projected to be the fastest growing clusters, their growth will only account for a combined 9% of new jobs.



Source: Lightcast, SB Friedman

SB Friedman Development Advisors, LLC

HISTORIC & PROJECTED MAJOR ECONOMIC CLUSTER GROWTH

Most clusters are projected to grow after experiencing job losses from 2014 to 2024

Hospitality and Tourism has remained the largest employment cluster in Santa Fe County since 2014. Hospitality and Tourism provides over four times as many jobs as the second-largest cluster. Although Hospitality and Tourism is the largest sector, it has the lowest average wage of the ten largest employment sectors. The second-largest cluster has shifted from Education in Knowledge Creation in 2014 to Healthcare in 2024. Healthcare is projected to remain the second-largest cluster while Education and Knowledge Creation remains the third-largest after experiencing negative growth from 2014 to 2024.

	Employment, 2014	Employment, 2024	Employment, 2034	Employment CAGR, 2014-2024	Employment CAGR, 2024-2034	Weighted Average Wage, 2024
Hospitality and Tourism	9,851	11,644	13,418	1.7%	1.4%	$41,700
Healthcare	1,982	2,783	3,255	3.5%	1.6%	$103,300
Education and Knowledge Creation	2,382	1,943	2,105	-2.0%	0.8%	$54,100
Business Services	763	920	972	1.9%	0.6%	$108,600
Information Technology	328	691	900	7.7%	2.7%	$150,900
Life Sciences	564	632	647	1.2%	0.2%	$110,300
Financial Services	531	470	479	-1.2%	0.2%	$285,000
Legal Services	573	450	387	-2.4%	-1.5%	$131,400
Performing Arts	376	446	466	1.7%	0.4%	$96,700
Distribution and Electronic Commerce	429	344	377	-2.2%	0.9%	$95,400

Source: Lightcast, SB Friedman

SANTA FE HOUSEHOLD AGE & INCOME

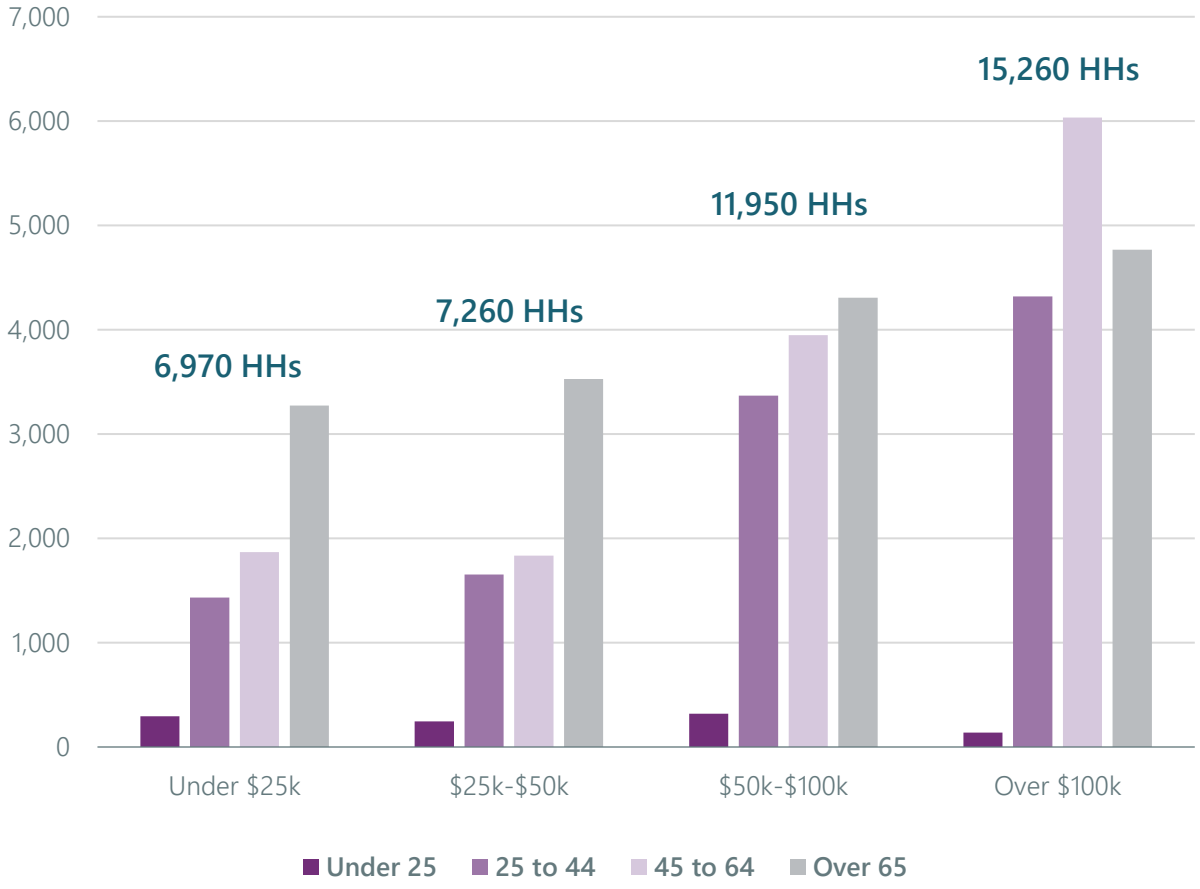
Santa Fe is projected to see an increase in households earning above $100k annually

$74,200
MEDIAN HOUSEHOLD INCOME

46
MEDIAN AGE

- As of 2024, Santa Fe has a population of 90,187 and has a total of 41,335 households. While median household income is $74,200, over 35% of Santa Fe households have incomes of over $100,000.
- Between 2024 and 2029, Santa Fe is projected to gain 1,300 net new households. Santa Fe is projected to lose approximately 900 households earning less than $25,000 and 750 households earning between $25,000 and $50,000 over this period.
- Santa Fe is projected to gain approximately 100 households earning between $50,000 and $100,000 and 2,900 households earning over $100,000 during this period.

SANTA FE HOUSEHOLDS BY AGE & INCOME, 2024

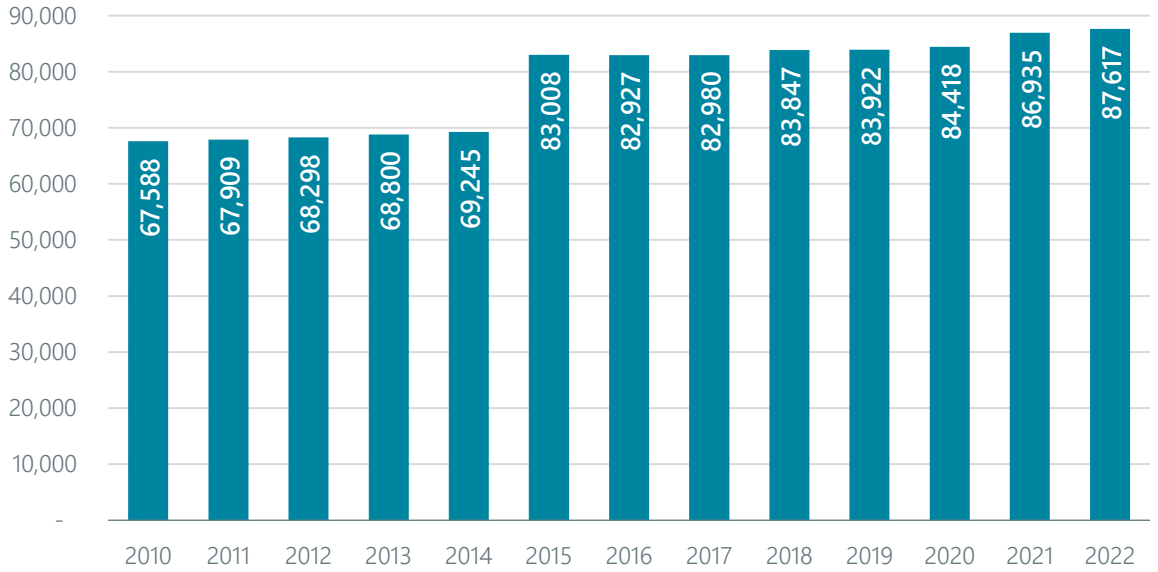


Source: Esri Business Analyst (2024), SB Friedman

SANTA FE POPULATION & JOB GROWTH

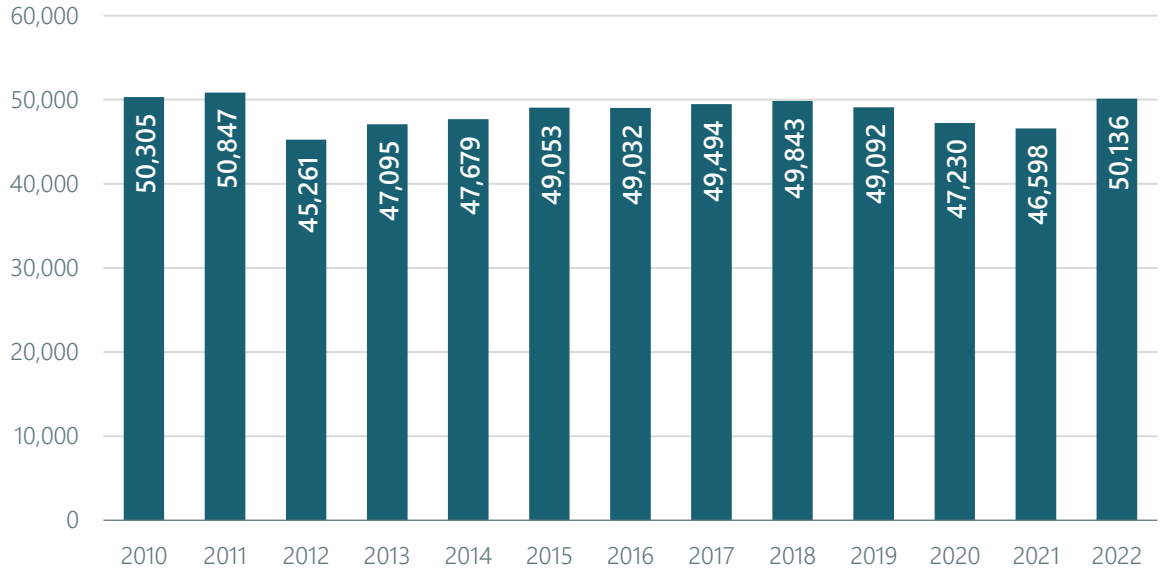
Total population has increased while total jobs have decreased

SANTA FE TOTAL POPULATION, 2010-2022[1]



- The total population of Santa Fe increased from 67,588 in 2010 to 87,617 in 2022. From 2014 to 2015, the population increased by 13,763, at least 13,200 of which was due to the annexation of 4,400 acres by the City of Santa Fe.
- From 2015 to 2022, the total population of Santa Fe grew at a compound annual growth rate of 0.8%.

SANTA FE TOTAL JOBS, 2010-2022



- The total number of jobs in Santa Fe decreased from 50,035 in 2010 to 50,136 in 2022. Santa Fe lost more than 5,000 jobs between 2010 and 2012. Since 2012, the total number of jobs has increased but has yet to recover to 2010 levels.

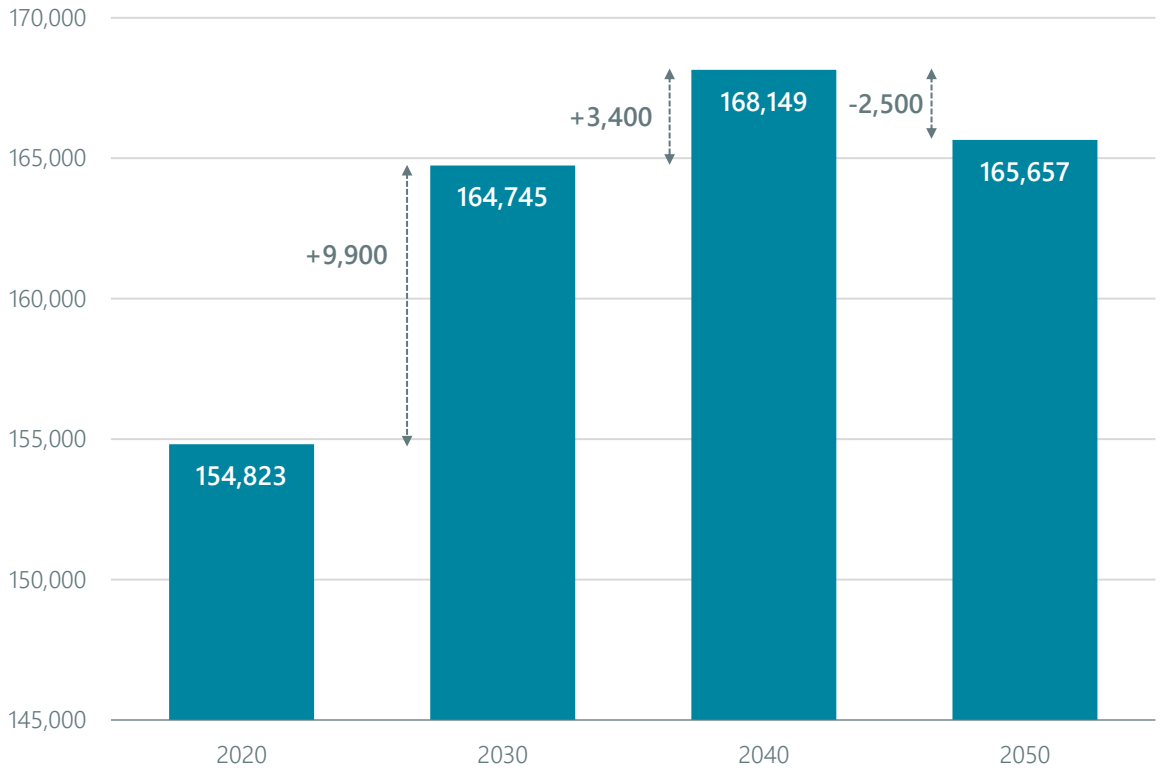
[1]Annexation of 4,400 acres to Santa Fe in 2014 added approximately 13,200 residents to Santa Fe.
Source: American Community Survey (ACS) 5-Year Estimates (2010-2023), US Census Longitudinal Employment Household Dynamics (LEHD) (2010-2022), SB Friedman

SANTA FE COUNTY PROJECTED POPULATION GROWTH

Santa Fe County projected to add over 13,300 net new residents between 2020 and 2040

- The Santa Fe County population is projected to increase by over 13,300 from 2020 to 2040. Approximately three-quarters of the population growth from 2020 to 2040 is projected to occur from 2020 to 2030. County population is projected to reach 164,745 by 2030 and 118,150 by 2040.
- After reaching 168,149 in 2040, Santa Fe County's population is projected to decrease by almost 2,500 by 2050. Although population is projected to decrease from 2040 to 2050, it is projected to remain higher than the 2030 population.

SANTA FE COUNTY POPULATION PROJECTIONS, 2020-2050



Source: University of New Mexico Population Projections (2010-2050), SB Friedman

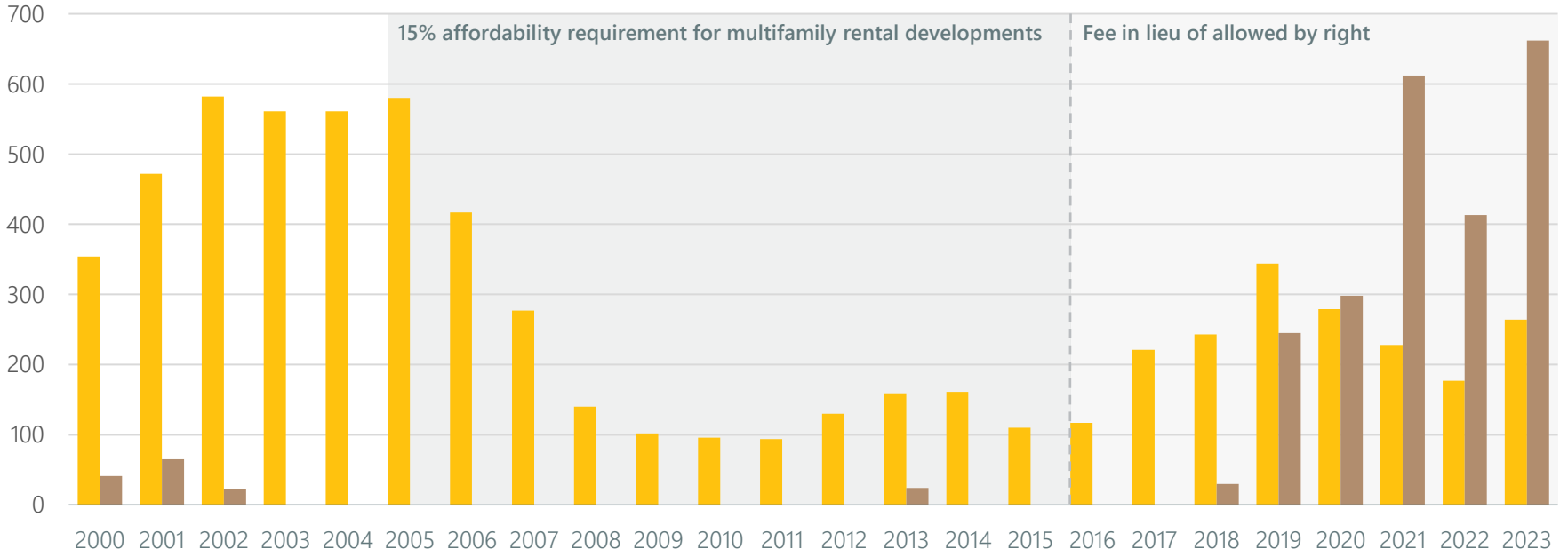
SANTA FE REAL ESTATE SUPPLY

SANTA FE RESIDENTIAL BUILDING PERMITS

Since 2018, the majority of the residential units permitted in Santa Fe have been multifamily homes

Since 2000, the majority (74%) of residential units permitted in Santa Fe have been single-family homes. In 2016, Santa Fe amended its affordability requirements to allow developers of multifamily projects to pay a fee in lieu of affordable units. This amendment was followed by an increase in multifamily development. Since 2019, an average of 446 units have been permitted in Santa Fe annually. In the year 2019 alone, 245 multifamily units were permitted – more than the combined total of multifamily units permitted in the prior 18 years. Every year since 2020, more multifamily units have been permitted than single-family units. In 2023 alone, over 660 multifamily units were permitted, marking the largest number of any type of units permitted in a single year since at least 2000.

SANTA FE RESIDENTIAL UNITS PERMITTED, 2000-2023



TOTAL UNITS PERMITTED

	Single-Family	Multifamily
2000-2005	3,110	128
2006-2011	1,126	0
2012-2017	898	24
2018-2023	1,535	2,260

Source: U.S. Census Bureau, Building Permits Survey, SB Friedman

SANTA FE MULTIFAMILY INVENTORY

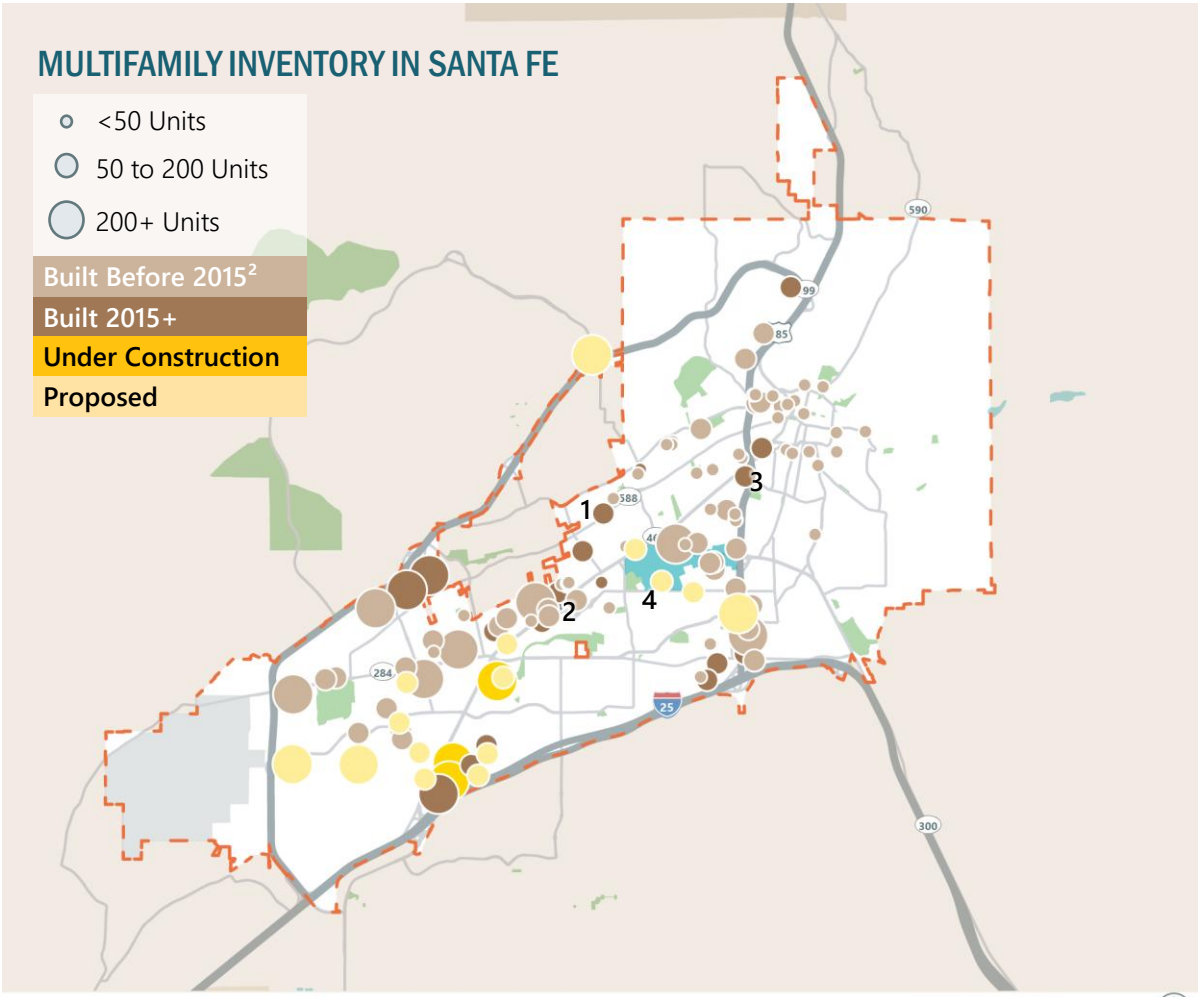
There are thousands of multifamily units under construction or proposed in Santa Fe

- Santa Fe has over 8,400 multifamily rental units (market-rate and affordable). Approximately 2,090 market-rate multifamily rental units have been built in Santa Fe since 2015. New development since 2015 comprises 36% of the existing multifamily inventory. Santa Fe has 1,090 units currently under construction and an additional 4,430 units proposed.
- Market interviews revealed that given the recent pace of development, some real estate professional believe the Santa Fe market-rate multifamily market may currently be overbuilt. The pace of new market-rate development may slow in the near-term, particularly with uncertainty about tariffs increasing construction costs.
- However, there continues to be an overall regional housing shortage – particularly for homes affordable to lower- and moderate-income households. Given broader regional housing needs, multifamily is expected to remain a strong real estate market segment over the medium- to long-term.

8,425
EXISTING MULTIFAMILY UNITS IN SANTA FE[1]

7.2%
STABILIZED MARKET-RATE VACANCY RATE

$2.22
MARKET-RATE AVERAGE RENT PER SF



Map includes market-rate and affordable residential rental units

[1]Multifamily unit inventory market-rate units, affordable units and assisted/independent living developments, but does not include short-term rentals or mobile home parks.
[2]Multifamily properties without year-built values in CoStar are assumed to be built before 2015 and symbolized as such.
Source: CoStar, SB Friedman

SAMPLE RECENT MULTIFAMILY PROJECTS

New multifamily development have average rents around ±$2.40/SF









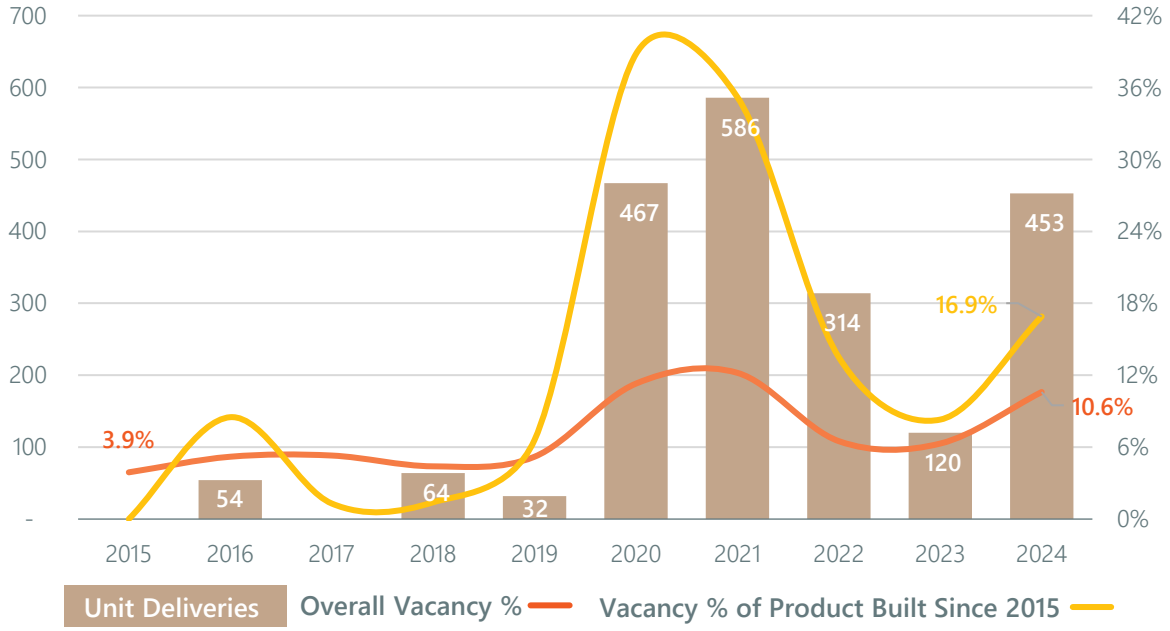
	1 | Acequia Lofts	2 | Olympus de Santa Fe	3 | Capitol Flats	4 | Arthouse
Address	2725 Agua Fria St	995 Richards Ave	950 W Cordova Rd	1952 Siringo Rd
Units (Studio/1B/2BR/3BR+)	120 Units (0/63/57/0)	180 Units (0/68/96/16)	139 Units (20/90/29/0)	129 Units
Year Built	2023	2021	2020	Proposed
Average Unit SF	909 SF	940 SF	676 SF	--
Average Unit Rent	$2,171	$2,250	$2,100	--
Average Rent/SF	$2.39/SF	$2.39/SF	$3.11/SF	--
Parking Type	Detached Garage & Uncovered	Detached Garage & Covered	Uncovered	--

Source: CoStar, SB Friedman

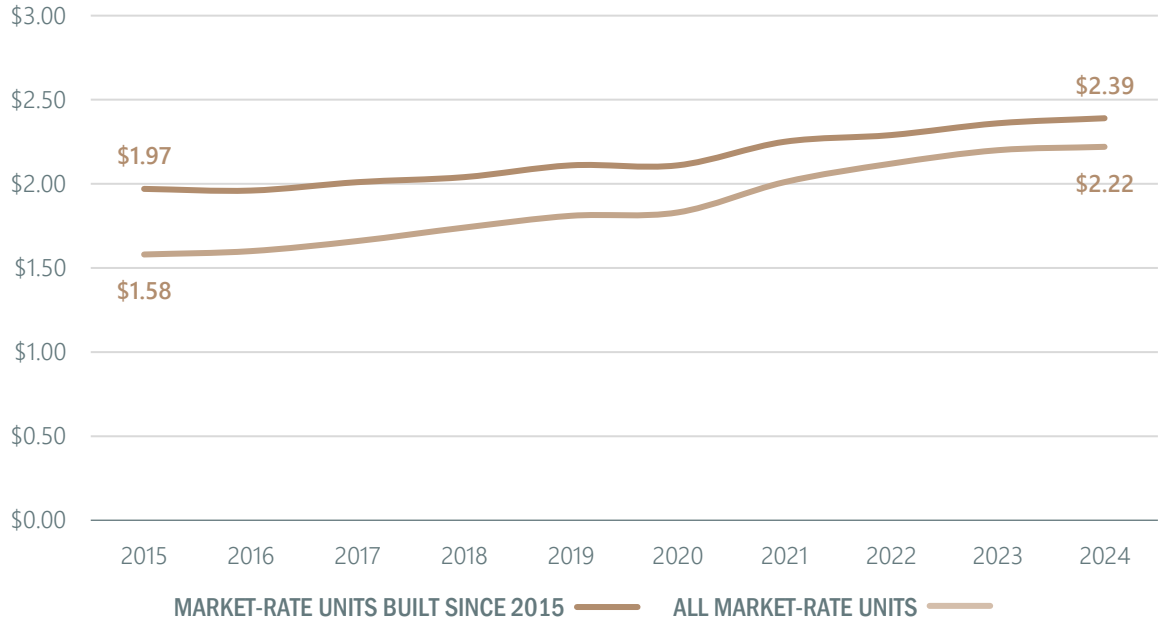
SANTA FE MULTIFAMILY PERFORMANCE

New multifamily units command a ±$0.30/SF rent premium over the market average rent

SANTA FE MARKET-RATE MULTIFAMILY DELIVERIES AND VACANCY, 2015-2024



SANTA FE MARKET-RATE MULTIFAMILY EFFECTIVE RENT PER SF, 2015-2024



- Approximately 2,090 market-rate multifamily rental units have been built in Santa Fe since 2015. After the delivery of more than 450 new units in 2024, the multifamily vacancy rate in Santa Fe reached 10.6% in 2024. Before 2020, when the number of new deliveries sharply increased, vacancy had consistently been around 4-5%.
- Vacancy falls as new product is absorbed. The stabilized vacancy rate is 7.2%.

- Since 2015, market-rate rents across all units have increased from $1.58 per SF to $2.22 per SF, a compound annual growth rate of 3.9%. Average rents for units built since 2015 similarly increased from $1.97 per SF to $2.39 per SF over the same period, a compound annual growth rate of 2.2%.
- Since 2015, new multifamily rental units have had a $0.30-0.39 per SF rent premium relative to the overall market.

Source: CoStar, SB Friedman

SANTA FE OFFICE INVENTORY

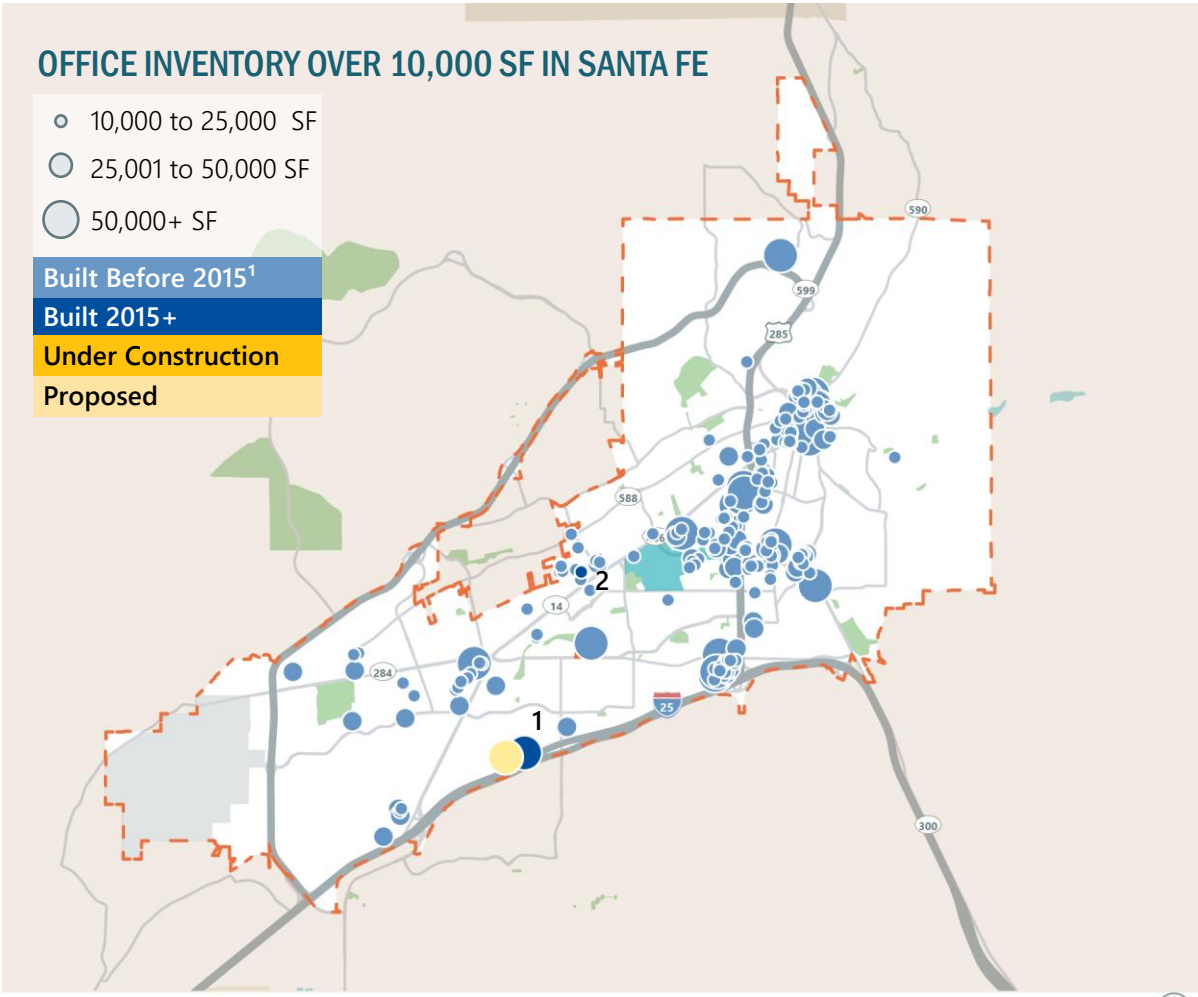
Only 2% of the over 7 million square feet of office space in Santa Fe was built since 2015

- Santa Fe has over 7.16 million SF of existing office space. The overall vacancy rate is 1.6%. Triple-net rents average $23.68 per square foot.
- Approximately 116,000 SF have been delivered since 2015; therefore 98% of the existing office inventory was built before 2015. Much of the office inventory is concentrated downtown, along US-285, or along St. Michael's Drive.

7.16M
TOTAL OFFICE SQUARE FEET

1.6%
OVERALL MARKET VACANCY RATE

$23.68
OVERALL AVERAGE RENT PER SF (NNN)



Map excludes office properties smaller than 10,000 SF

[1]Office properties without year-built values in CoStar are assumed to be built before 2015 and are symbolized as such.
Source: CoStar, SB Friedman

SAMPLE RECENT OFFICE PROJECTS

One large medical user (Nexus Health) is responsible for 82% of new office space built since 2015









	1 | Nexus Health	2 | The Studios at 1300	3 | 530 A Harkle Rd	4 | 301 E Palace Ave
Address	4200 Beckner Rd	1300 Rufina Cir	530 Harkle Rd	301 E Palace Ave
Type	Medical Office	Office and Retail	Medical Office	Office
Tenants	Nexus Health	Palo Santo Designs, Kakawa Chocolate House, Photo-Eye Gallery, Photo-Eye Bookstore	Various professional and medical tenants	
Year Built	2024	2018	2020	2015
RBA	95,000	10,000	2,214	3,614
Average Rent/SF	±$20.25	±$18.48	±$25.49	±$17.64
Class	B	B	B	B

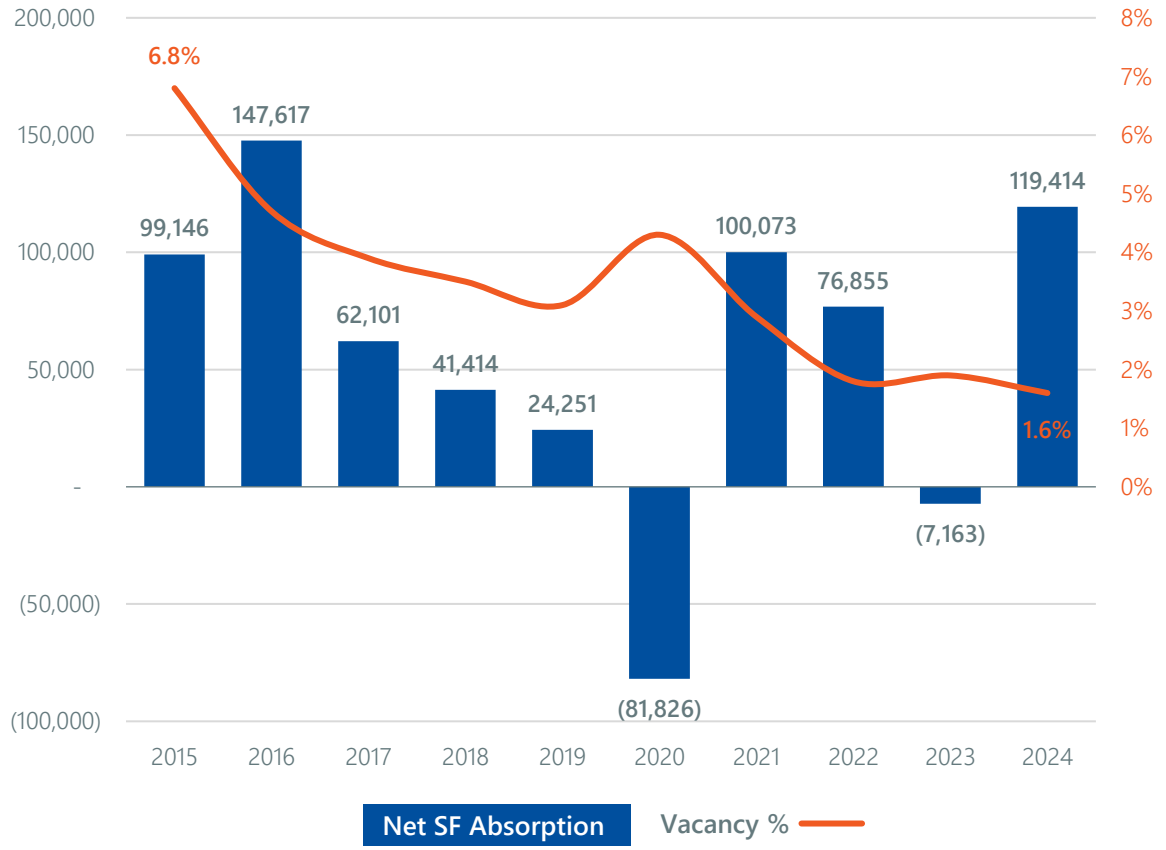
Source: CoStar, SB Friedman

SANTA FE OFFICE PERFORMANCE

Despite the COVID-19 pandemic, net office absorption has been positive in eight of the last ten years

- Net office absorption has remained positive in all but two years since 2015. Net absorption was negative in 2020 due to the COVID-19 pandemic and again in 2023.
- Since new office development has been limited, Santa Fe's office vacancy rate has decreased from 6.8% in 2015 to 1.6% in 2024.
- Continued absorption and a low vacancy rate indicate that Santa Fe's office market is much stronger than in many peer cities, where office performance has been persistently weak since the COVID-19 pandemic.
- Future demand appears to be strong for developers seeking to develop multi-tenant speculative office or larger businesses that seek a build-to-suit office development in a new upcoming mixed-use center. While Midtown is not currently a core office market, its central location in Santa Fe and availability of land could make it a strong contender to capture future office development.

SANTA FE OFFICE ABSORPTION AND VACANCY, 2015-2024



Source: CoStar, SB Friedman

SANTA FE HOTEL INVENTORY

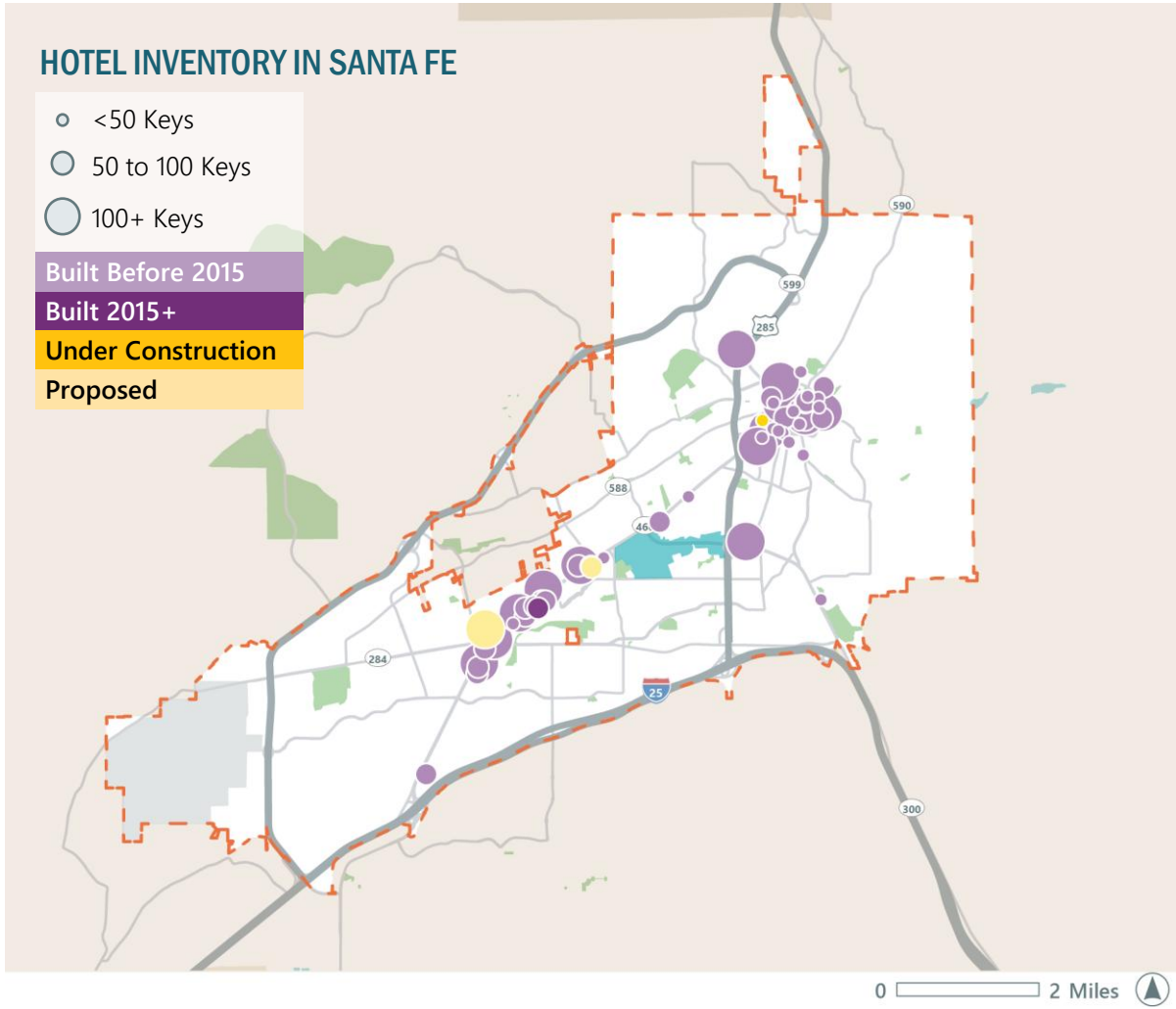
Hotel supply is concentrated near downtown and along Cerrillos Road

- Santa Fe has over 50 hotels with a total of over 4,400 hotel keys. More than 25 hotels are located along Cerrillos Road and another 20 are in the historic downtown.
- There has only been one new hotel built since 2015 (91 keys). However, there are three hotel projects with a total of approximately 220 hotel keys in the pipeline.
- Santa Fe's hospitality market has largely recovered post-COVID. The citywide average occupancy rate is 68%, and the average daily rate is $182.
- Tourism is the primary driver of hotel demand in Santa Fe. *Travel + Leisure* readers recently voted Santa Fe as their #1 favorite city in the United States.
- Santa Fe has attracted an average of two million overnight visitors annually in recent years. The most popular months for visitors are April through October peaking in July and August.

4,430
TOTAL HOTEL KEYS

68.4%
OVERALL MARKET OCCUPANCY RATE

$182
OVERALL HOTEL AVERAGE DAILY RATE

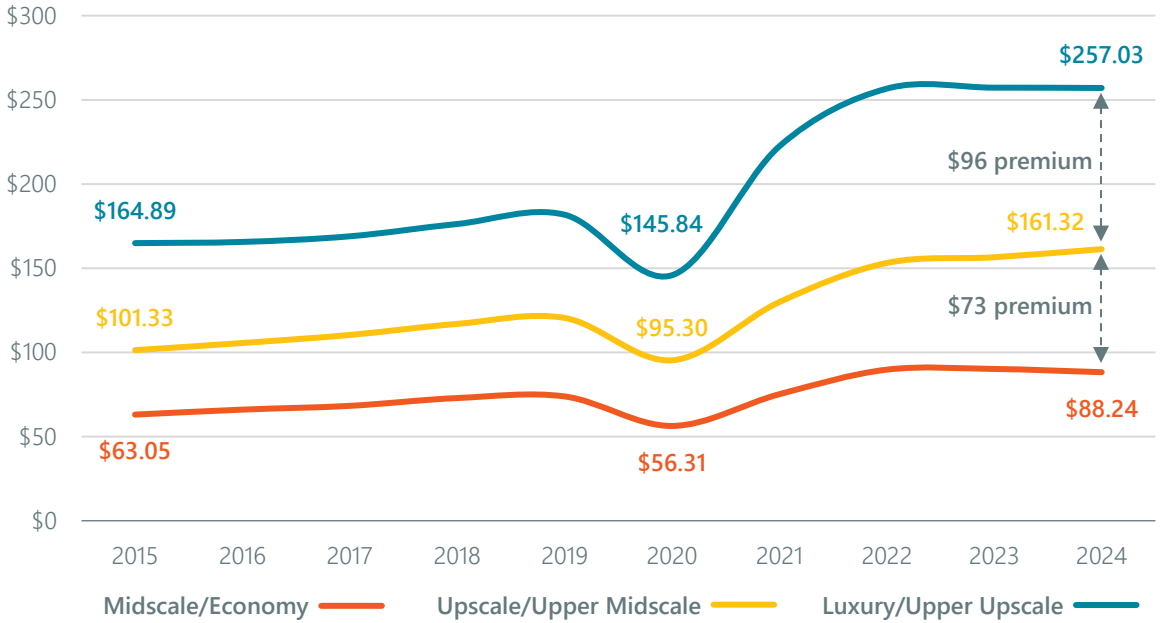


Source: CoStar, TOURISM Santa Fe, SB Friedman

SANTA FE HOTEL PERFORMANCE

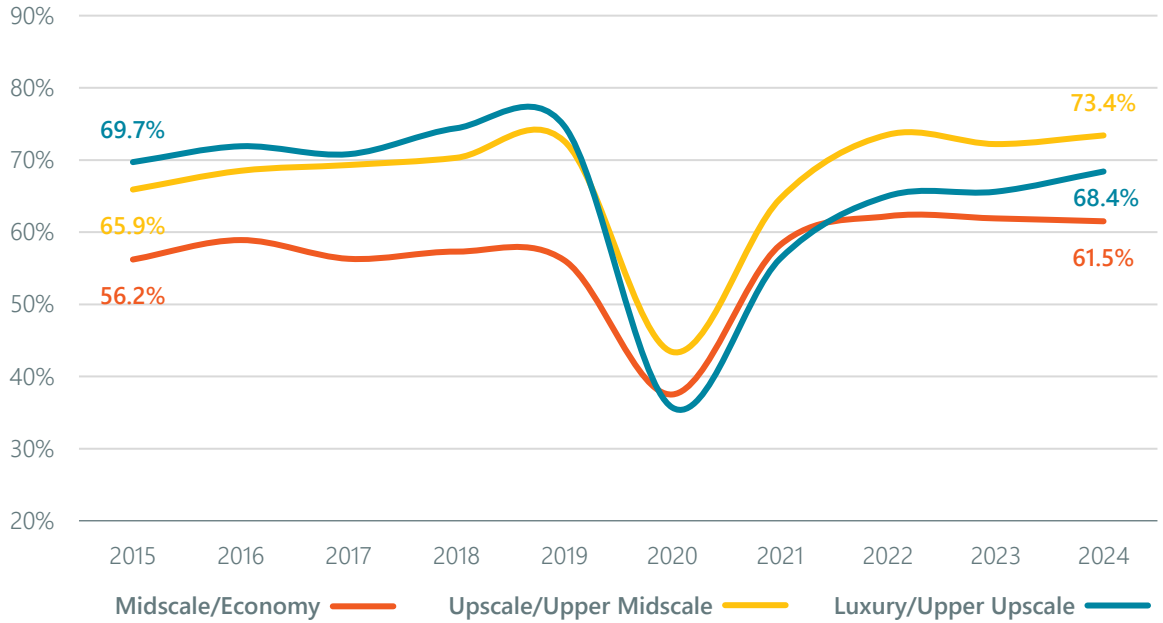
Santa Fe's hospitality market has largely recovered post-COVID

SANTA FE HOTEL AVERAGE DAILY RATE BY CLASS, 2015-2024



- Across all of 2024, the average daily rate was $257 for Luxury/Upper Upscale hotels, $161 for Upscale/Upper Midscale, and $88 for Midscale/Economy hotels. Market-wide rates averaged $182.
- In 2024, Upscale/Upper Midscale hotels had $73 nightly premiums over Midscale/Economy hotels, and Luxury/Upper Scale hotels had $96 nightly premiums over Upscale/Upper Midscale hotels.

SANTA FE HOTEL OCCUPANCY BY CLASS, 2015-2024



- Overall average hotel occupancy was 68% in 2024 but varied by hotel class. Upscale/Upper Midscale hotels performed the strongest, with an overage occupancy of 73%. Midscale/Economy hotels and Luxury/Upscale hotels had an average occupancy of 61.5% and 68%, respectively.
- Hotel occupancy fell sharply during the pandemic, particularly for Midscale/Economy and Luxury/Upper Scale hotels.

Source: CoStar, SB Friedman

SANTA FE RETAIL INVENTORY

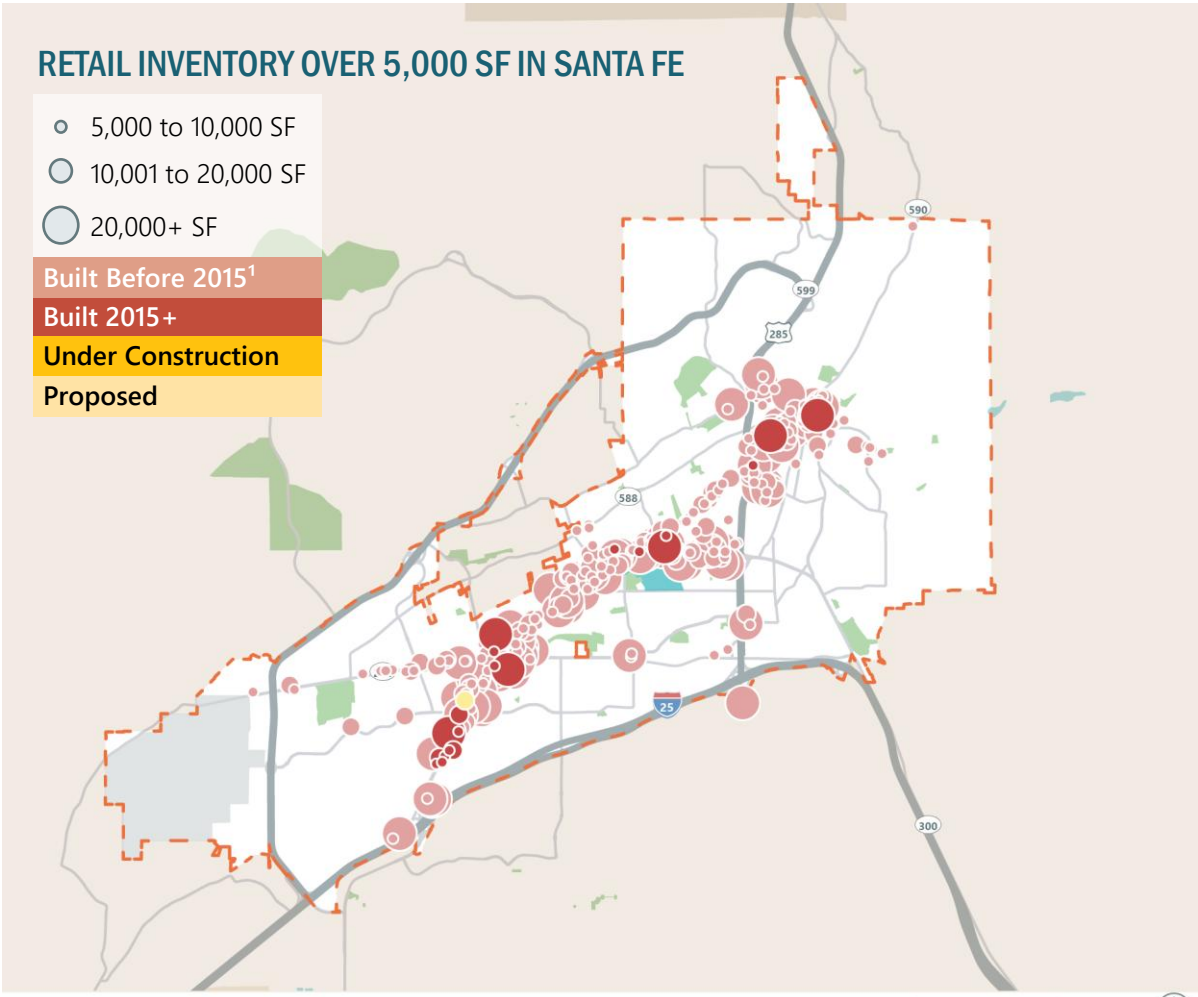
Most retail was built before 2015 and is located along major transportation corridors

- Santa Fe has over 7.27M SF of retail space and an overall market vacancy rate of 2.3%. Average triple-net rent for retail is $18.45 per SF. Most retail space is located along major transportation corridors and in downtown.
- Much of Santa Fe's retail inventory was built before 2015. Less than 350,000 SF (less than 5%) of retail space has been delivered since 2015.

7.27M
TOTAL RETAIL SQUARE FEET

2.3%
OVERALL MARKET VACANCY RATE

$18.45
OVERALL AVERAGE RENT PER SF (NNN)



Map excludes retail properties smaller than 5,000 SF

[1]Retail properties without year-built values in CoStar are assumed to be built before 2015 and are symbolized as such.
Source: CoStar, SB Friedman

RETAIL TYPOLOGIES

Retail centers can be categorized into three major typologies based on several factors

Retail clusters are categorized into three major typologies: Downtown Retail, Regional-Serving and Community-Serving. Typologies differ based on scale, number and type of anchors, and size of trade area. More detail on retail typologies near Midtown and regional retail centers is provided on the following pages.

DOWNTOWN RETAIL

DOWNTOWN / EXPERIENTIAL
- Mixed-use
- Ground-floor retail
- Walkable pedestrian environment
- **SIZE VARIES**

REGIONAL-SERVING →

REGIONAL MALL / SUPER-REGIONAL MALL
- Anchored by 2+ full-line department stores
- ~500,000-1,000,000+ SF

LIFESTYLE CENTER
- Upscale national-chain specialty stores
- Dining/entertainment focus
- ~250,000-500,000 SF

POWER CENTER
- 2+ category-dominant freestanding anchors of ~100,000+ SF
- General merchandise, home improvement
- ~250,000-750,000 SF

COMMUNITY-SERVING →

COMMUNITY CENTER
- 1+ category-dominant freestanding anchors of ~100,000+ SF

-- OR --

- 1+ grocer anchors of ~50,000+ SF and additional category dominant retailers
- ~100,000-250,000 SF

NEIGHBORHOOD CENTER
- 1+ grocer anchors of ~50,000 SF or more
- Additional supporting retail
- ~75,000-150,000 SF

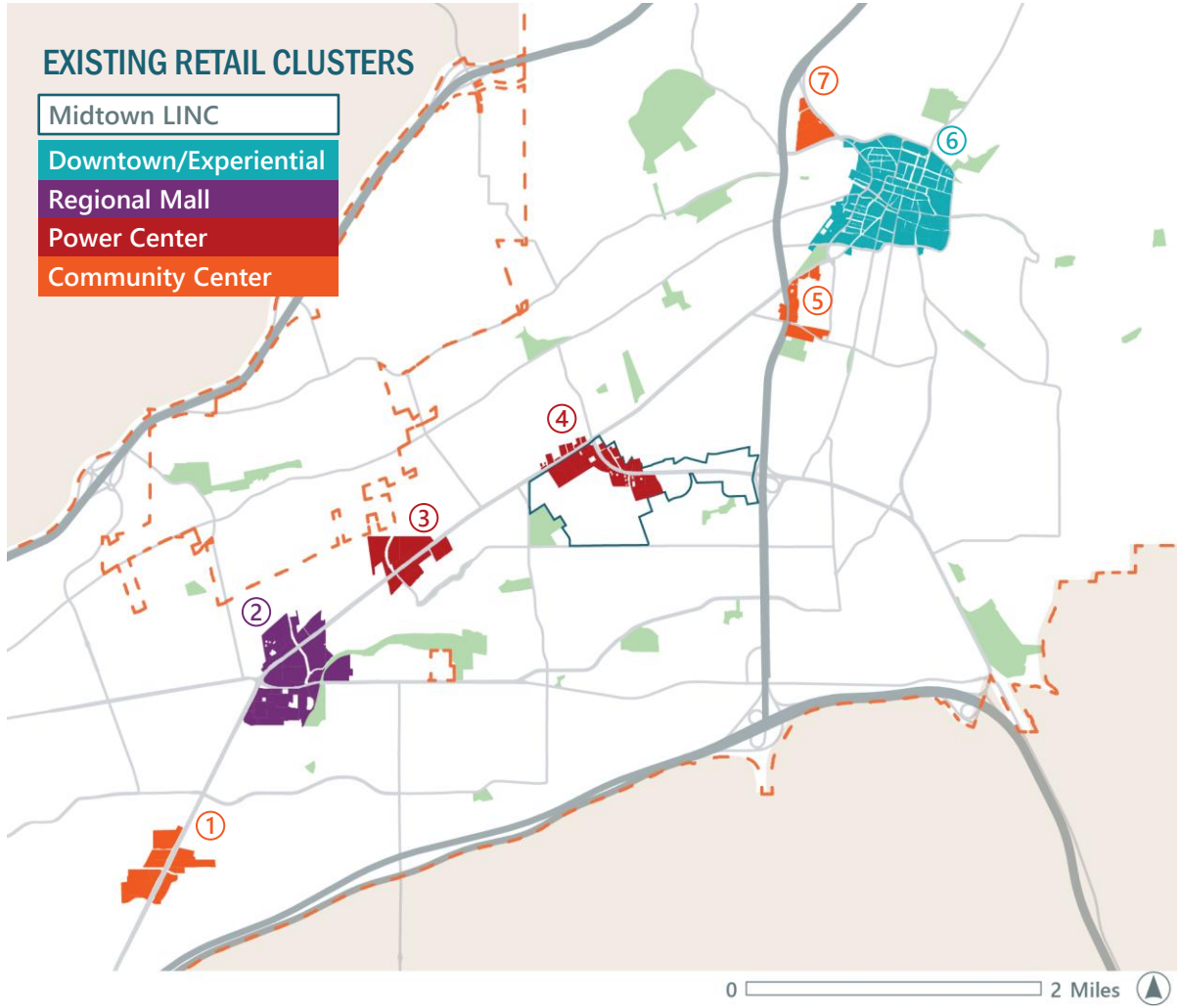
FREESTANDING / STRIP RETAIL
- Small convenience center with goods and services
- Limited trade area
- ~5,000-150,000 SF

EXISTING RETAIL CLUSTERS

The Midtown LINC encompasses a power center containing major anchors

Santa Fe has several retail clusters of various scales, most of which are located along Cerillos Road, the major transportation corridors through the city. Collectively, these retail clusters contain over 5.4 million SF of retail space, or approximately 75% of all retail space in Santa Fe. Clusters include both national and regional anchor tenants as well as local businesses. The Midtown LINC encompasses a power center containing major anchors like Smith's, Office Depot, and Petco.

	Retail Typology	Total SF	Vacancy	Select Tenants
1 | Cerrillos & Tierra Contenta	Community Center	290,132 SF	0%	Walmart, Subaru, Dodge Jeep RAM, Lexus, Dollar Tree, CarMax
2 | Santa Fe Place / Plaza Santa Fe	Regional Mall	1,854,322 SF	2.4%	Hobby Lobby, JCPenney, Dillard's, Target, Albertsons, Sam's Club, Lowe's
3 | Cerrillos & Richards	Power Center	522,006 SF	0.5%	Home Depot, Walmart, Joann Fabric, Savers
4 | Midtown	Power Center	784,562 SF	2.5%	Petco, Smith's, Office Depot, Toyota
5 | Railyard	Community Center	349,783 SF	3.4%	Whole Foods, Natural Grocers, Trader Joe's
6 | Downtown	Downtown / Experiential	1,302,229 SF	0.3%	Smaller-scale and local businesses
7 | Devargas Center	Community Center	347,906 SF	2.1%	Office Depot, Ross, CVS, HomeGoods

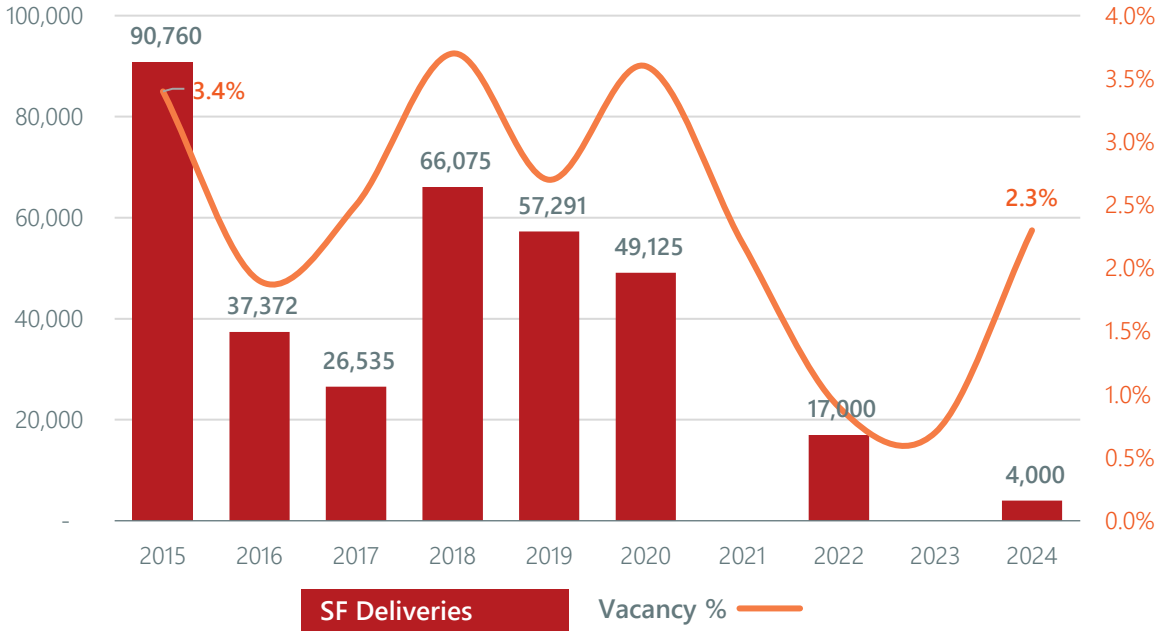


Source: CoStar, SB Friedman

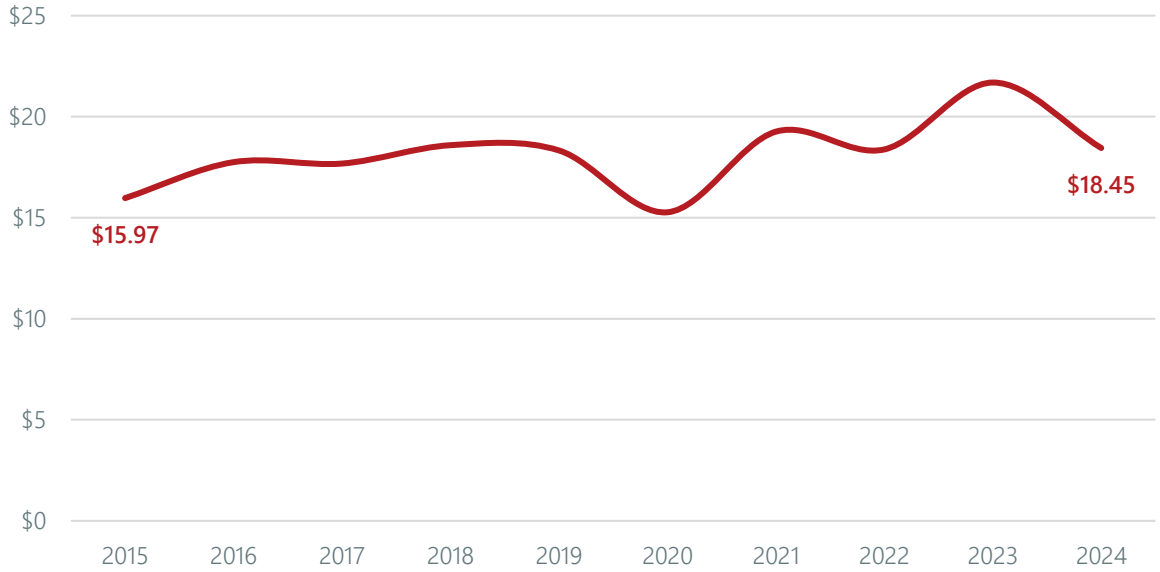
SANTA FE RETAIL PERFORMANCE

Retail rents have increased but deliveries have decreased since the COVID-19 pandemic

SANTA FE RETAIL DELIVERIES AND VACANCY, 2015-2024



SANTA FE RETAIL TRIPLE-NET RENT PER SF, 2015-2024



- Since 2015, 348,000 SF of retail space has been delivered. Deliveries have decreased over time and since 2021, only 21,000 SF of retail space has been delivered.
- Retail vacancy remained low, at or below 3.7% from 2015 to 2024. Retail vacancy reached a low of 0.7% in 2023.

- Average triple-net rent per SF in Santa Fe has increased from $15.97 in 2015 to $18.45 in 2024. Average triple-net rents increased from 2015 until the COVID-19 pandemic when they dropped below the 2015 average to $15.27 per SF. Since 2020, average rents have recovered to above pre-pandemic levels.

Source: CoStar, SB Friedman

MARKET ANALYSIS CONCLUSIONS

REAL ESTATE MARKET ANALYSIS – MARKET SUMMARY

Santa Fe has strong market potential for a variety of product types



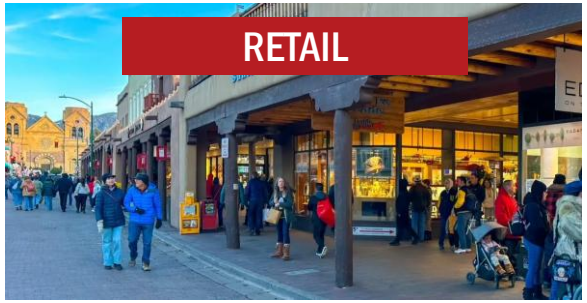
The Santa Fe multifamily market is strong. Over 2,000 units have been built since 2015, with more than 1,000 additional units under construction. There is one project (129 units) in the pipeline for the Midtown LINC. Short-term, there may be a temporary slowdown in multifamily development given market uncertainty.



New speculative office deliveries have been fairly limited since 2015, which has led to very low vacancy. The State cannot pay the rents needed to support new office construction, but there may be demand for new space from medical users, National Lab spinoffs, federal agencies, or private businesses willing to pay higher rents associated with new class A office.



Tourism is the primary driver of hotel demand in Santa Fe. Hotels in Santa Fe are primarily clustered downtown or along Cerillos Road. Overall market occupancy has recovered to pre-pandemic levels, with Upscale/Upper Midscale class hotels performing especially well. ADR growth has been strong since 2020.



Retail is generally performing well in Santa Fe, particularly in the primary retail clusters like at Midtown. Overall market vacancy continues to be low. However, rent growth and new deliveries have both slowed in recent years.

REAL ESTATE MARKET ANALYSIS – DEVELOPMENT POTENTIAL

Multifamily, mixed-use, and retail development is most viable in the near-term



MARKET POTENTIAL

STRONG

10-YEAR DEMAND

800 UNITS

Midtown Santa Fe could accommodate development beyond the current pipeline. Developing market rate housing along with affordable housing can simultaneously help create a mixed-income neighborhood and help address regional housing needs.



MARKET POTENTIAL

STRONG

10-YEAR DEMAND

150,000 SF

Demand appears to be strong for speculative office citywide. Midtown's central location and availability of land could make it a strong contender to capture future office development, though any development at Midtown should complement the mixed-use neighborhood vision.



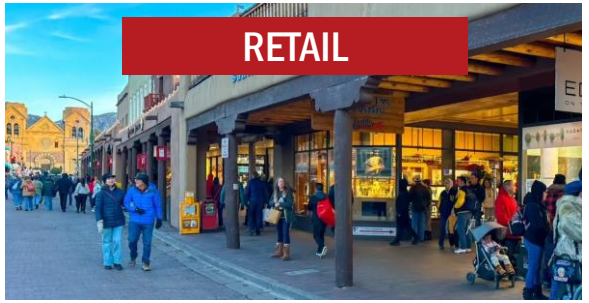
MARKET POTENTIAL

MODERATE

10-YEAR DEMAND

250 KEYS

Hotel development could potentially be feasible at Midtown after initial phases of development. Future hotel development should include a mix of hotel types (i.e., larger conference hotels and smaller boutique hotels) to capture different travel sectors. Hotel visitors to the area could help support the retail and add to the tax base.



MARKET POTENTIAL

MODERATE

10-YEAR DEMAND

120,000 SF

Future retail in Midtown is likely to be ground-floor retail in mixed-use buildings or standalone, specialty retail. Sites within the Midtown campus lacking frontage on the main roads should seek to attract destination retail and entertainment users that can draw customers from a wider geography.

Source: CoStar, Google, SB Friedman









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Chicago, IL 60602
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VISION | ECONOMICS

MARKET ANALYSIS AND REAL ESTATE ECONOMICS

STRATEGY

DEVELOPMENT STRATEGY AND PLANNING

FINANCE | IMPLEMENTATION

PUBLIC-PRIVATE PARTNERSHIPS AND IMPLEMENTATION

FIR No. 10757.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Approving the Midtown Metropolitan Redevelopment Area Plan

Sponsor(s): Councilor Jamie Cassutt, Councilor Amanda Chavez, and Mayor Michael Garcia

Reviewing Department(s): Metropolitan Redevelopment Agency Department

Staff Completing FIR: Carly Venditti, MRA Department Deputy Director
Date: 5/5/2026 **Phone:** 505-795-0675

Reviewed by City Attorney: Marcos D. Martinez (May 7, 2026 16:22:39 MDT) **Date:** 05/07/2026

Reviewed by Finance Director: ANDREA PHILLIPS (May 8, 2026 15:03:20 MDT) **Date:** _____

Summary:
The proposed resolution would approve the Midtown Metropolitan Redevelopment Area Plan ("Plan") for the City of Santa Fe ("City"). Pursuant to NMSA 1978, Section 3-60A-9, the proposed resolution would determine that the Plan will help eliminate or prevent blight, conforms to the City's General Plan, and affords maximum opportunity consistent with the needs of the community for the redevelopment of the Midtown Metropolitan Redevelopment Area by private enterprises or persons. The Plan also does not include proposed activities that require displacement or relocation of any families or individuals, and a method for providing displacement or relocation accommodations is not needed.

Departments Affected:
Midtown Metropolitan Redevelopment Agency Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Midtown Metropolitan Redevelopment Area Plan would not be approved, and the Metropolitan Redevelopment Agency would not be able to exercise its supervisory role over Midtown, nor could it make recommendations to the Governing Body. Further, the City of Santa Fe would not be able to pursue a Tax Increment Financing District as proposed in the Metropolitan Redevelopment Plan.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The City designated the area as a Metropolitan Redevelopment Area through Resolution No. 2025-42.

Performance and Administrative Implications:
The Metropolitan Redevelopment Plan solidifies the Metropolitan Redevelopment Commission's ability to carry out the Midtown Redevelopment plans and make recommendations aligned to eliminate and alleviate identified blight conditions.

Fiscal Implications:
None.

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: Carly Venditti

Email: cavenditti@santafenm.gov

Date: May 7, 2026

To: Governing Body

From: Andrea Phillips, Interim Finance Director AP ANDREA PHILLIPS

Andy Hopkins, Budget Office AJH

Via: Brian Moya, Interim City Manager BM BM

RE: Fiscal Year 2026-2027 Budget – Governing Body Adoption

EXECUTIVE SUMMARY:

On behalf of the Mayor, the Finance Department requests approval of the Fiscal Year 2026-2027 Operating Budget.

BACKGROUND:

The proposed Fiscal Year 2026-2027 ("FY27") "All Funds" operating expenditures budget of $521.1 million reflects an increase of $40.6 million, or 8.4%, when compared to the Fiscal Year 2026 original budget. The proposed FY27 General Fund expenditures budget totals $176.6 million, an increase of $15.5 million, or 9.6%, from the FY26 original budget. These increases are primarily attributable to employee salary increases recommended by the Classification & Compensation Study (of which the final phase will be reflected for the full year in FY27), and to increases in the personnel budget equivalent to a 2.5% increase in salaries and salary-dependent benefits for all City employees (for union employees, the final distribution of these amounts will be subject to bargaining unit negotiations).

The attached packet includes the Proposed Fy27 Budget Book, which incorporates the FY27 Organizational Chart and the budget summaries by department, fund, and category for the Proposed FY27 Budget.

After the Governing Body's approval, the Finance Department will forward the Resolution and Operating Budget to the New Mexico Department of Finance and Administration/Local Government Division for its approval as required.

ATTACHMENTS:

Resolution
Fiscal Impact Report
Memo Attachment – Budget Book

Signature: Andy Hopkins

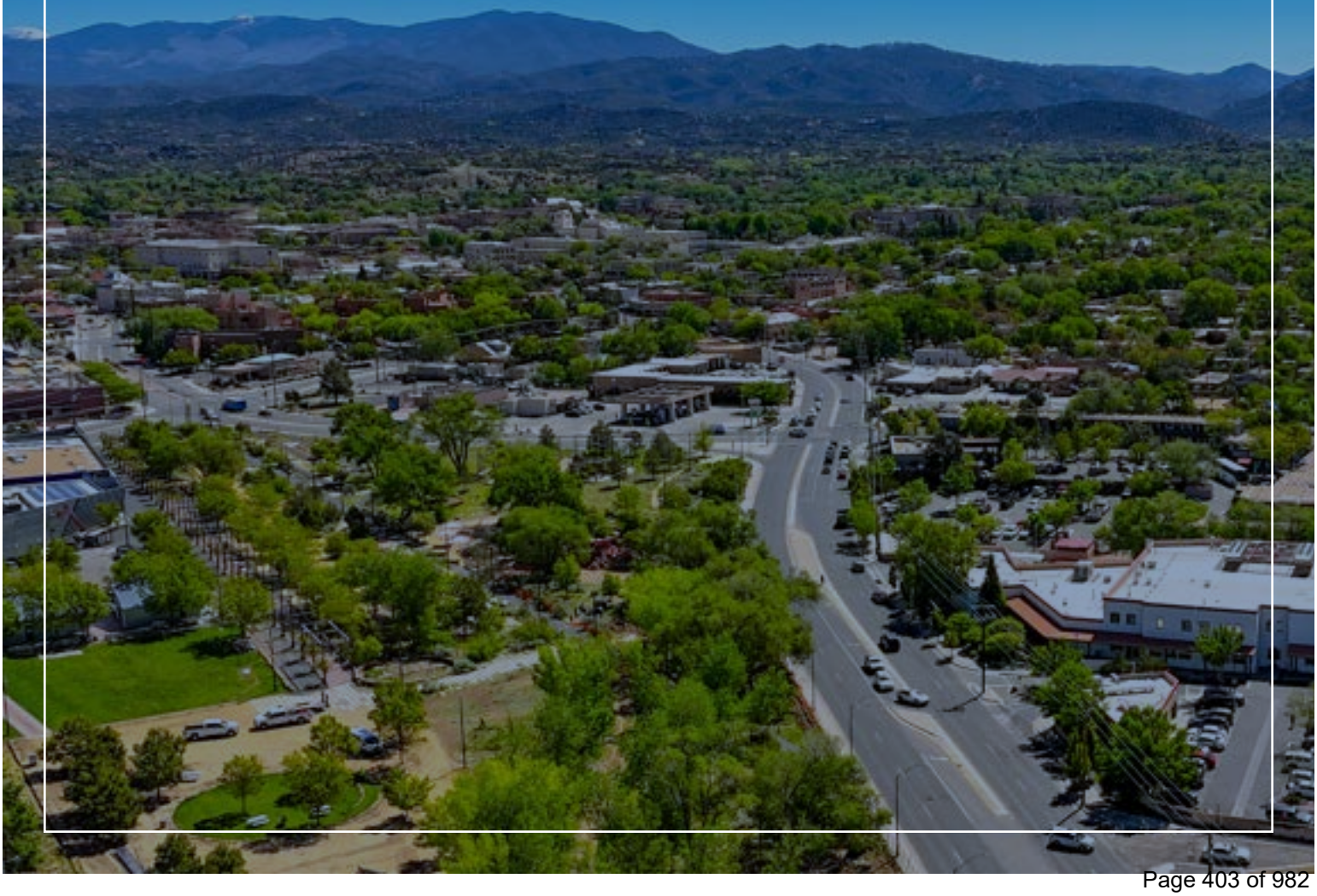
Email: ajhopkins@santafenm.gov

Signature: BRIAN MOYA

Email: bjmoya@santafenm.gov

CITY OF SANTA FE

PROPOSED FY 2026-27 OPERATING BUDGET



PROPOSED FISCAL YEAR 2027 BUDGET

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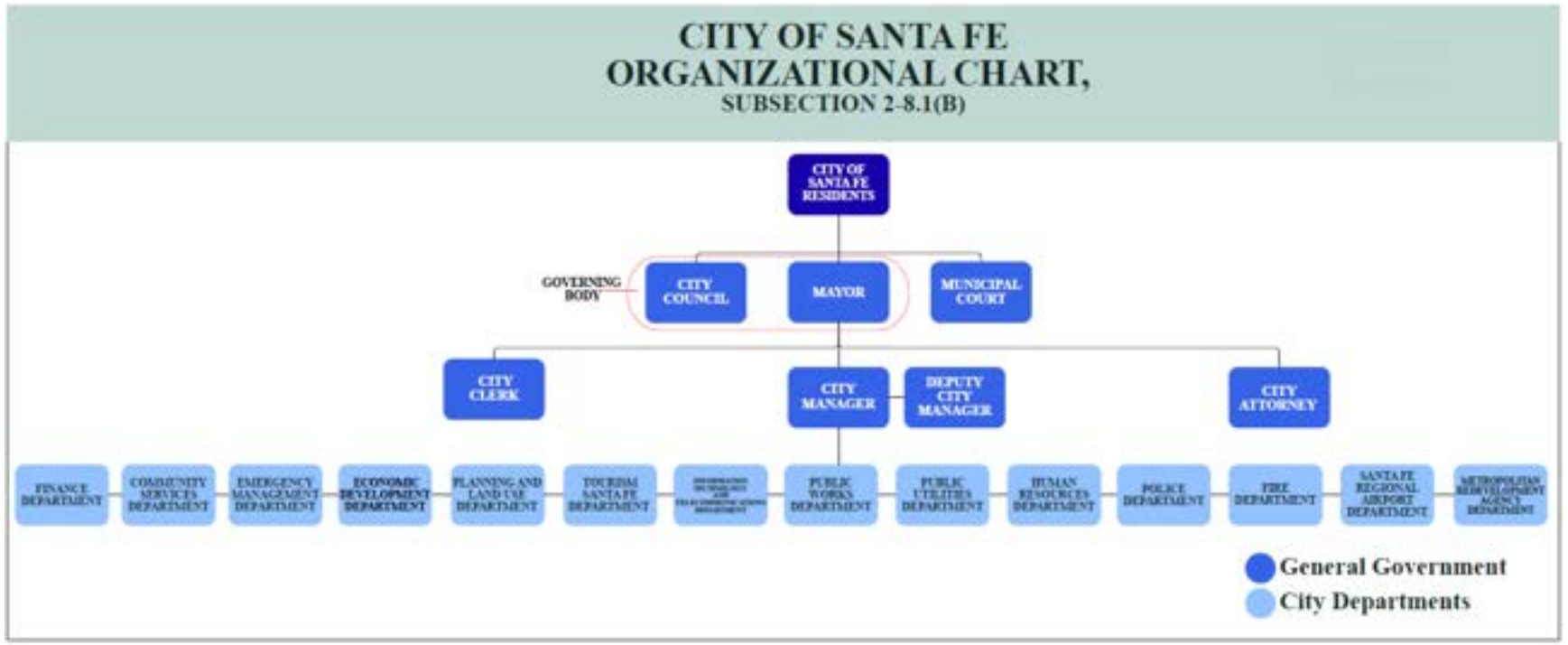
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I. CITY OF SANTA FE - ORGANIZATIONAL CHART



II. GOVERNING BODY



Mayor Michael J. Garcia



Alma Castro - District 1 Councilor



Patricia Feghali - District 1 Councilor



Elizabeth Barrett - District 2 Councilor



Paul C. Bustamante - District 2 Councilor



Pilar Faulkner - District 3 Councilor



Lee Garcia - District 3 Councilor



Jamie Cassutt - District 4 Councilor



Amanda Chavez - District 4 Councilor

Michael J. Garcia, Mayor

May 6, 2026

Dear Residents, City Councilors, City Staff and Visitors:

I am pleased to introduce the City of Santa Fe's proposed Annual Operating Budget for Fiscal Year 2026-27. This spending package represents our plan for providing municipal services in the upcoming year. As a policy document, the annual budget communicates the organization's priorities, addresses community needs and develops the work plan for City staff. The fiscal year begins on July 1, 2026 and ends on June 30, 2027. The City is working on its annual capital planning and budgeting process, which will be addressed in the coming months.

This budget incorporates the goals and objectives that were adopted by the Governing Body in February and reflects our plan to address the priorities of the Santa Fe community, within the constraints of available resources. Public input on the spending priorities was provided through a facilitated community session in January. Despite limitations and uncertainty in the future national economic outlook, the city continues to focus on providing basic services, caring for our community members, and enhancing our overall quality of life. Residents shared that housing, homelessness and parks and recreation are their top priorities, along with public safety.

Overall, the City's proposed operating budget for FY27 totals $521,144,821 across all funds. This proposed budget seeks to continue funding for basic municipal services such as police, fire/emergency medical response, streets, parks and trails maintenance, recreational programs and much more. Totaling $176,554,450, the General Fund portion of the budget is expected to increase by $15,502,844 from the FY26 original adopted budget. This represents a 9.6% increase in General Fund spending.

Not including transfers, annual revenues from all sources are anticipated to total $433,896,183, an increase of $32,151,490 or 8% from the original FY26 budget. Approximately 41.1% of this funding is derived from gross receipts tax. While revenues continue to rise each year, City staff continue to watch this source closely, as it can be highly variable. Staff are reviewing options for other revenue streams and will continue to provide options for elected officials and leadership on opportunities to diversify and enhance these resources to provide better services for our community. Other resources that fund city operations include the lodging tax, which is charged on hotels, motels and short-term rentals. This revenue source funds marketing for tourism, convention center management, and arts and cultural events and programming. Utility services such as water, wastewater and waste removal and recycling are provided through fees charged to utility customers. Reasonable utility rate increases will raise funds for investment in this critical maintenance responsibility and provide opportunities for water conservation and management and improvements to the city's wastewater reclamation facility.

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

Support for Public Safety

The City will continue efforts to enhance the safety and well-being of residents, visitors and businesses. Through additional spending on police, fire and emergency management in the coming year, and the strategic use of technology, collaboration and planning, we will make our community a better place to live, work and play. The Governing Body's adopted Strategic Goal, "**work to reduce crime and increase public safety**", incorporates the aims of ensuring safer streets, crosswalks and corridors, noise and speed enforcement to reduce traffic and pedestrian accidents and to enhance quality of life, strategic policing efforts to reduce crime and ensure public safety, and investments in bike infrastructure. The General Plan and the next phase of the Land Use and Development code rewrite will contemplate street infrastructure and multimodal opportunities that enhance walkable, bikeable and safer streets for all. Automatic traffic enforcement is planned for key areas across the city, which will slow traffic and address quality of life nuisances such as noisy mufflers and modified exhaust systems.

The two largest non-enterprise fund departments in the city are the Police and Fire Departments. These crucial departments employ 452 full-time employees (or nearly one-third of the city's workforce). Both Departments' budgets will increase by 14.1% (Fire Department) and 13.6% (Police Department) in FY27. The city will support new cadets for both forces next year, which will bring a new class of trained emergency responders into the city's forces.

Emergency Management is now a stand-alone department reporting directly to the City Manager. This office was previously managed under the Community Health and Safety Department. In FY27, additional staff and contracts will be utilized to enhance public safety planning, preparedness and response.

These teams provide life-saving measures, crime prevention and response, and planning support to keep the Santa Fe community safe.

Investing in City Employees

This budget continues to support the people who serve our community. In Fiscal Year 2027, the City will ensure ongoing support of our most important resource - our employees. The proposed budget anticipates adding 14 new full-time employees in key positions, including eight union employees represented by the Fire, Police and AFSCME bargaining units. Salaries and benefits for a total of 1,643.5 full time equivalent employees are funded across 16 city departments and multiple funds. In addition to outward-facing programs and services in Public Works, Utilities, and the Santa Fe Regional Airport, employees in Finance, Information Technology, Human Resources and Administration/General Government support other departments in achieving their missions. These crucial departments provide overall management and support of the city organization. More than two-thirds of the city's workforce is represented by the Fire, Police and AFSCME bargaining units.

Maintenance of our beautiful open spaces, parks, trails, medians, and arroyos is a crucial component of city operations. In FY27, the budget will expand our parks maintenance capabilities by adding seven (7) new Parks positions. This crew will include a Superintendent and six (6) parks maintenance workers (including one senior). This will reduce the Parks Division's reliance on contracted maintenance over time.

Our new Conservation and Sustainability Division within the Public Utilities Department includes ten employees. This new division combines positions from other divisions where sustainability initiatives such as water conservation, recycling/waste diversion and Keep Santa Fe Beautiful are being implemented.

In addition to funding the final phase of the class and compensation study's compensation recommendations, which adjusted employee wages across the city in 2025 and 2026, the operating budget provides funding for an across-the-board salary adjustment equivalent to two and a half percent. The City will also absorb the projected increase in health insurance premiums without passing on any increase to employees. In addition to Public Employee Retirement Association (PERA) benefits (retirement plan), the city supports employees by providing a generous benefits package including life, dental and vision insurance and retiree health care premiums. Funding is available in the budget for both internal and external professional development opportunities to allow employees to not only meet the requirements of their job, but to grow and learn personally and professionally. Additional benefits for City employees continue in FY27 such as paid holidays, paid sick and vacation leave time, and employee wellness programs.

The City provides dozens of employee training courses per year, a tuition reimbursement program, professional certificates, membership in professional development organizations and conference learning opportunities. Career ladders have been developed for utility operators and other positions throughout the organization to allow the city to "grow its own" experienced professionals in many areas. The City of Santa Fe strives to be an employer of choice in the region, with an excellent reputation for employee growth, development and satisfaction.

Making City Government Work Better

The City will **keep investing in improving city systems and infrastructure to ensure efficient and effective use of city resources, which will enhance service delivery and customer service**. This Governing Body goal is an ongoing, comprehensive area of focus and effort by City leadership. The City must find ways to work smarter, better, and faster for constituents. When the City functions well and employees can utilize the right tools, our customers receive better service. Recently, the City reorganized some departments to provide a more streamlined reporting structure to the City Manager. In partnership with our three bargaining units, the administration is evolving job duties to meet growing community needs. The City's budget includes funding for software programs and tools that will modernize our processes and allow for data-driven decision making. Departments are working to improve internal processes, evaluate and implement best practices and train staff.

Strategic funds totaling $11.9 million have been set aside in the budget for maintenance and investment in facilities, vehicles, equipment and capital needs. Investment in these critical areas will ensure that employees are working in clean, safe and modern vehicles and facilities, and that the City will have a critical reserve for unforeseen and emergency capital needs.

Supporting Housing Opportunities for All

As the city grows and national and local socio-economic conditions evolve, the need for housing of all types continues. In addition, local governments are being tasked with doing more for our vulnerable residents who are experiencing homelessness. To this end, the Governing Body adopted a third strategic

goal and budget priority: **support development of more housing across the continuum of needs, with a focus on affordable and attainable housing, including support for wrap-around services.** The FY27 operating budget maintains funding for six positions in the Affordable Housing Division within the Planning and Land Use Department, and additional homelessness support staff within the Community Services Department. The Affordable Housing Trust Fund will see another infusion of three million dollars from the General Fund in FY27, which will provide additional resources towards this key initiative. Funds will be leveraged to encourage development of more housing units, and provide housing support to low-income residents. Addressing homelessness and housing opportunities requires strategic investment with our community partners. Substantial operational support for providers of housing support services is included within this budget.

I look forward to discussions on the proposed budget and continued partnerships with the City Council, City staff, and residents to achieve a better Santa Fe.

In service,



Michael J. Garcia
Mayor

IV. EXECUTIVE SUMMARY

The proposed FY27 budget was developed in a revamped, streamlined process that involved a greater level of input from City staff, the Mayor and the City Council in order to set a fiscally sustainable course for the City of Santa Fe, while investing in shared priorities to deliver exceptional services and build a better city for Santa Feans.

On January 8, 2026, a Civic Engagement meeting was held at the City's Convention Center, in which members of the public were invited to offer their ideas for the improvement of City service delivery, and to list their priorities for City services from lowest to highest. On January 23, the Governing Body conducted a study session with key City staff to analyze the results from the Civic Engagement meeting and to set their priorities for the FY27 budget, giving City staff a guide for the targeting of strategic financial investments to reflect these priorities. The FY27 budget development process took these inputs to heart, and the result is a proposed budget that better reflects the goals and desires of City residents and the Governing Body.

One example of this effort is reflected in the Affordable Housing Division, wherein the Affordable Housing Trust Fund (AHTF), which was previously subsumed within the larger Community Development Fund, was separated out into its own separate fund to enable better tracking of allocated resources and targeted housing services objectives. This process was reinforced by the aforementioned Civic Engagement meeting and the Governing Body study session, which reaffirmed housing as a high priority and key service area for the City's residents and elected Council representatives. The proposed FY27 budget takes this input into account and further enhances the City's strategic investment in housing support services, including the ongoing transfer of $3 million annually from the City's General Fund to the AHTF. These funds help to support a variety of housing services, including development or renovation of housing units, homeownership support services, direct subsidies for low-income renters, and downpayment assistance for low- and moderate-income homebuyers in the City. The proposed budget also includes funding for citywide housing planning services. In total, the proposed FY27 budget incorporates an investment of $4.7 million in these services, with the majority of these resources coming from the $3 million allocation of General Fund dollars to the AHTF.

Proposed FY27 Budget - Expenditures

The proposed FY27 budget meets the City's financial obligations, including the fourth and final phase of employee salary increases as recommended by the Classification and Compensation Study, and leverages the City's resources into shared goals. The proposed budget also includes a significant increase in funding for public safety, allocating an

additional $10.9 million, or 13.8%, over the original FY26 budget for the Emergency Management, Fire and Police Departments. The proposed FY27 all funds expenditures budget of $521.1 million reflects an increase of $40.6 million, or 8.4%, when compared to the FY26 original budget. The proposed FY27 General Fund expenditures budget totals $176.6 million, an increase of $15.5 million, or 9.6%, from the FY26 original budget. These increases are primarily attributable to investments in the City's workforce, as detailed below.

Investing in a Compensation Package for the City's Workforce

The City's Classification & Compensation Study was completed in December 2023; the proposed FY27 budget reflects the completed implementation of the recommendations provided by that study. This implementation has occurred in stages. The first stage, bringing all employees up to the minimum of their recommended pay grades as well as the first 25% of the study's recommended total salary increases (known collectively as "hybrid parity"), took effect in March 2024. The second phase of hybrid parity took effect in January 2025. Two more phases of parity increases were implemented in FY26, beginning with phase three, which went into effect in July of 2025; the fourth and final phase was implemented in December of 2025. FY27 will mark the first fiscal year in which all phases of the Classification & Compensation Study's recommendations will be in effect for the full fiscal year. The study updated the job grades to market levels, enabling positions to be hired at current market rates. The people who work for the city make extraordinary efforts to keep Santa Fe functioning, and have implemented ideas and initiatives to create a more efficient City government. This has resulted in improvements to city operations, and more positive citizen experiences with City services. The combined total cost of these increases in the proposed FY27 budget (including the recurring impact of past increases that originally went into effect starting in FY25) is $12.6 million.

The proposed FY27 budget also includes an allocation of $4 million to fund the equivalent of 2.5% increase in salary and salary-dependent benefits for all City employees. This compensation package includes:

- A collective bargaining reserve for American Federation of State, County and Municipal Union (AFSCME) employees totaling $1,550,886 in salaries and salary-dependent benefits across all city departments; compensation for members of AFSCME Local 3999 will be allocated through the collective bargaining process.

- A budgeted increase for Fire Union personnel totaling $466,866 in the Fire Department's budget, reflecting the equivalent of a 2.5% salary/benefits increase in FY27 for all Fire Union personnel; compensation for members of the IAFF Local 2059 will be allocated through the collective bargaining process.

- A collective bargaining reserve for Police Union personnel in the Police Department's budget totaling $508,985, reflecting a 2.5% salary/benefits increase in FY27 for all Police Union personnel; compensation for members of the Santa Fe Police Officer's Association (SFPOA) will be allocated through the collective bargaining process.

- A budgeted increase for non-union personnel totaling $1,461,602 across all City departments' budgets, reflecting a 2.5% salary/benefits increase in FY27 for all non-union personnel.

Investing in New Positions and Position Changes to Meet Critical Needs

Mayor Garcia has set a goal to improve the efficiency of City service delivery by allocating funding to new positions and gradually phasing out the practice of contracting outside parties to perform needed tasks at a higher overall cost. While this process will be ongoing for years to come, the proposed FY27 budget offers a strong start to this effort by investing in new positions in key areas, including:

- Two (2) new positions and associated equipment in the Constituent Services Division, including a Broadcast and Streaming Production Specialist to schedule, facilitate, and produce the public-facing online components of all meetings held in the Council Chambers, and a Translator that was converted from a part-time to a full-time position for FY27, which will support effective written and oral communication with Spanish-speaking constituents, vendors and community members.

- Two (2) new Project Manager positions and associated equipment in the Economic Development Division, funded primarily by freezing the Community Development Director position.

- Reclassification of one (1) Emergency Management Coordinator position to an Assistant Director position in the Emergency Management Department, funded in part by a reduction to the Department's contractual services budget.

- An allocation of $250,000, which was set aside for legislative support staff in the City Council's contractual services budget, pending a final determination of the positions' job duties, salary levels and budgetary impact.

- One (1) new Information Systems Manager position and associated equipment in the Human Resources Department to enable the City to maximize the Tyler Human Capital Management (HCM) system's capabilities, enhance efficiency and reduce the Department's reliance on outside contractors.

- Two (2) new positions in the Metropolitan Redevelopment Agency (MRA), including an Administrative Manager and a Project Manager and associated equipment, to assist with the MRA's growing responsibilities.

- Two (2) new Project Manager positions and associated equipment in the Affordable Housing Division, and one (1) re-funded/unfrozen Engineer position in the Technical Review Division, to assist with the Planning & Land Use Department's service delivery efforts and ongoing initiatives.

- One (1) new Public Information Officer position and associated equipment, plus one (1) Public Records Specialist that was transferred from the City Attorney's Office, to enhance the Police Department's ability to comply with Inspection of Public Records Act (IPRA) requirements, meet statutory deadlines, reduce backlog, and uphold the highest standards of transparency and accountability.

- A new Parks crew, comprising seven (7) positions (one Parks Superintendent, two Parks Maintenance Worker Seniors, and four Parks Maintenance Workers) and associated equipment, which is intended to address the need for vegetation management, particularly in the city's medians, and homeless encampment cleanups; because much of this function is currently performed by contracted labor, the cost of the crew was partially offset by a reduction of $200,000 in contractual services, which will allow the Division to transition from the current contracted service to in-house service delivery without significant disruption.

- Reclassification of two (2) positions to better address changing personnel needs at the Santa Fe Regional Airport; this includes the reclassification of an Airport Shuttle Driver position to an Airport Security Officer position, and the reclassification of a Custodian position to a Mechanic Supervisor I position.

- One (1) new Assistant Operations Manager and associated equipment in the Tourism Department to address critical operational needs at the Santa Fe Convention Center.

Investing in Strategic Reserves

The proposed FY27 budget is a fiscally responsible annual financial plan that also provides funding to be set aside for strategic reserves or "rainy day funds.' These reserves will help the City to successfully navigate future unforeseen circumstances, emergency needs and national, regional and local economic disruptions, and include:

- A strategic reserve totaling $1.5 million for future needs and currently-unforeseen critical repairs in the City's vast and widespread array of facilities,

- A strategic reserve of $1.5 million for critical vehicle and equipment replacement needs, and

- A capital reserve of $8.9 million for future capital improvement needs, including both emergency and non-emergency capital projects.

Proposed FY27 Budget - Revenues

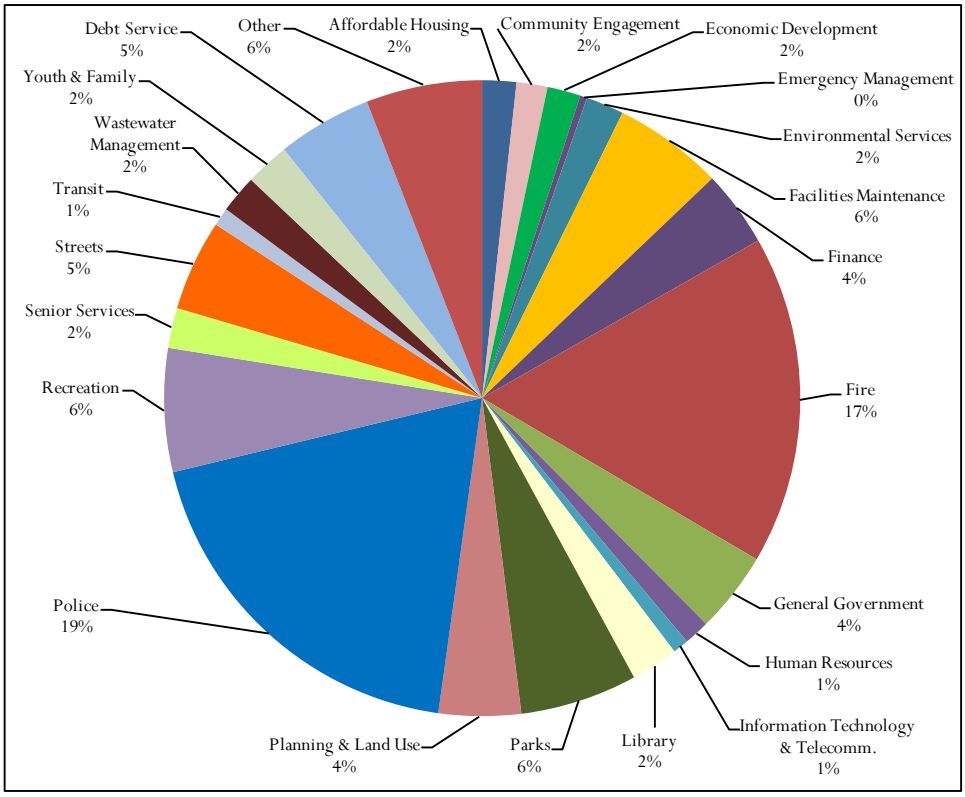
The largest single source of revenue to the City is Gross Receipts Tax (GRT), which represents 34.8% of total budgeted operating City revenue, and is estimated to contribute $178.5 million to the City's revenue portfolio in FY27. This represents a projected increase of $11.1 million or 6.7% over the original FY26 budget amount of $167.4 million. While GRT growth in the current year (FY26) has remained a positive number, year-over-year growth has shown definitive signs of leveling off. Thus, this estimate, which was developed in collaboration between the City's Budget Division and Reilly White, PhD, Associate Dean and Professor of Finance at the University of New Mexico (UNM) Anderson School of Management, is deliberately conservative, reflecting current economic uncertainties.

Overall, the revenue picture for all City funds is a positive one, thanks in part to a directive by the City's Mayor and senior administrative staff for all departments to evaluate any self-generated revenues that have not been adjusted to keep up with inflation in several years, or in some cases, decades. Further changes to the City's fees and other service charges may be recommended to the Governing Body in the near future as the City continues a comprehensive in-depth analysis of revenue sources across all departments and funds. For FY27, total revenues for all City funds are estimated at $513 million, an increase of $31.4 million or 6.5% over the original FY26 budgeted amount.

The GRT revenue outlook for the General Fund is quite similar to the overall picture, though GRT represents a proportionally much larger share of the proposed FY27 General Fund revenue budget, at 62.9%. General Fund GRT revenue is projected to total $111.1 million for FY27, an increase of $6.3 million or 6% over the original FY26 budget. Once again, this is a conservative estimate, and provides the primary driver for the total General Fund revenue outlook. Overall, the proposed FY27 General Fund revenue budget is $176.6 million, an estimated increase of $15.5 million, or 9.6%, from the original FY26 budget.

PROPOSED FISCAL YEAR 2027 BUDGET

WHAT DO MY TAXES* PAY FOR?



	FY 27 Proposed Budget
Affordable Housing	$3,348,125
Community Engagement	3,013,794
Economic Development	3,289,739
Emergency Management	669,528
Environmental Services	3,717,044
Facilities Maintenance	10,799,365
Finance	7,491,747
Fire	32,272,653
General Government	7,969,497
Human Resources	2,500,402
Information Technology & Telecomm.	1,549,715
Library	4,637,904
Parks	11,516,356
Planning & Land Use	8,049,415
Police	36,806,415
Recreation	12,125,199
Senior Services	3,935,087
Streets	8,919,607
Transit	1,785,049
Wastewater Management	3,717,044
Youth & Family	4,334,024
Debt Service	9,275,539
Other	11,416,351
TOTAL	**$193,139,599**

**Including Gross Receipts Tax and Property Tax*

PROPOSED FISCAL YEAR 2027 BUDGET

ALL FUNDS SUMMARY

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2022/23 THROUGH FY 2026/27

CATEGORY	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	ACTUAL REVENUE FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Local/State-Shared Taxes:							
-Gross Receipts Tax	158,080,046	169,534,967	173,964,469	167,400,000	178,537,742	11,137,742	6.7%
-Property Tax	12,149,080	12,502,649	12,767,886	13,171,757	14,601,857	1,430,100	10.9%
-Franchise Fees	5,668,146	5,291,041	5,418,561	5,647,741	5,586,036	(61,705)	-1.1%
-Lodgers' Tax	19,948,448	16,229,165	17,923,699	18,000,001	18,128,020	128,019	0.7%
-Gasoline Tax	1,561,558	1,631,126	1,452,729	1,680,000	1,587,951	(92,049)	-5.5%
-Other Taxes	1,206,662	1,304,150	1,240,722	1,308,468	1,263,170	(45,298)	-3.5%
Subtotal - Taxes	*198,613,941*	*206,493,099*	*212,768,067*	*207,207,967*	*219,704,776*	*12,496,809*	*6.0%*
Licenses & Permits:							
-Business Licenses	912,765	758,008	751,396	816,300	691,827	(124,473)	-15.2%
-Building/Zoning Permits	3,945,947	4,790,704	4,214,670	3,155,000	3,755,000	600,000	19.0%
-Other Licenses & Permits	171,689	141,734	184,559	155,000	182,126	27,126	17.5%
Subtotal - Licenses & Permits	*5,030,400*	*5,690,446*	*5,150,625*	*4,126,300*	*4,628,953*	*502,653*	*12.2%*
Fees & Service Charges:							
-Airport Fees	2,051,120	2,156,373	3,446,571	5,002,630	6,378,000	1,375,370	27.5%
-Ambulance Fees	4,649,371	3,820,330	7,362,487	5,114,308	5,887,781	773,473	15.1%
-Civic Center Fees	629,296	416,855	785,551	583,000	895,000	312,000	53.5%
-Housing Fees	978,427	1,608,969	1,431,062	877,540	833,000	(44,540)	-5.1%
-Impact Fees	2,574,677	4,286,993	1,558,901	3,827,254	4,478,138	650,884	17.0%
-Insurance Premiums	27,542,821	32,828,591	34,095,408	32,798,891	35,145,184	2,346,293	7.2%
-Meals Fees	80,247	65,244	57,989	77,400	77,400	-	0.0%
-Parking Fees	3,918,405	4,843,050	4,883,143	5,150,500	5,450,000	299,500	5.8%
-Planning/Land Use Fees	449,523	165,009	1,162,565	694,500	540,200	(154,300)	-22.2%
-Police/Court Fees	626,617	592,138	904,166	474,392	561,403	87,011	18.3%
-Public Transportation Fees	229,089	238,753	219,315	235,500	249,630	14,130	6.0%
-Recreation Fees	2,204,704	3,096,693	3,702,744	3,357,349	3,403,150	45,801	1.4%
-Solid Waste Fees	15,473,829	16,147,451	16,685,357	16,550,529	15,514,942	(1,035,587)	-6.3%
-Wastewater Fees	18,476,058	15,154,599	15,004,927	13,993,545	14,061,673	68,128	0.5%
-Water Fees	35,764,431	43,710,877	38,642,717	37,727,253	37,870,396	143,143	0.4%
-Reimbursed Expenses	14,880,751	21,359,460	22,944,169	23,694,431	34,510,057	10,815,626	45.6%
-Other Fees/Services	755,503	3,587,030	3,968,337	3,918,896	3,716,021	(202,875)	-5.2%
Subtotal - Fees & Services	*131,284,868*	*154,078,417*	*156,855,409*	*154,077,918*	*169,571,975*	*15,494,057*	*10.1%*
Fines & Forfeitures:							
-Parking Fines	533,465	460,469	448,621	525,000	525,000	-	0.0%
-Violations Fines	16,271	16,647	10,779	16,653	16,653	-	0.0%
-Other Fines & Forfeitures	190,220	155,698	120,448	153,750	153,450	(300)	-0.2%
Subtotal - Fines & Forfeitures	*739,956*	*632,815*	*579,848*	*695,403*	*695,103*	*(300)*	*0.0%*

[Continued next page]

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2022/23 THROUGH FY 2026/27

CATEGORY	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	ACTUAL REVENUE FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
[Revenues by Category - continued]							
Rents/Royalties/Concessions:							
-Airport Rentals	(5,599)	(112,796)	68,959	170,000	400,600	230,600	135.6%
-Equipment Rentals	34,269	25,553	21,653	27,000	27,000	-	0.0%
-Parks & Recreation - Rentals	283,510	295,116	250,831	302,750	302,750	-	0.0%
-Other Rentals	2,435,262	3,018,972	2,152,001	3,753,635	3,185,608	(568,027)	-15.1%
Subtotal - Rents/Royalties	*2,747,441*	*3,226,844*	*2,493,443*	*4,253,385*	*3,915,958*	*(337,427)*	*-7.9%*
Miscellaneous Revenues:							
-Insurance Recoveries	6,971	96,659	-	100,000	100,000	-	0.0%
-Sales Revenue	698,130	1,090,468	1,426,691	1,322,024	112,840	(1,209,184)	-91.5%
-Other Misc. Revenue	4,138,531	2,309,196	(1,461,974)	4,959,688	6,853,574	1,893,886	38.2%
Subtotal - Miscellaneous	*4,843,631*	*3,496,323*	*(35,282)*	*6,381,712*	*7,066,414*	*684,702*	*10.7%*
Intergovernmental Grants:							
-State Grants	4,675,031	4,668,053	8,944,961	5,479,143	6,427,469	948,326	17.3%
-Federal Grants	4,216,318	8,878,828	11,340,342	4,312,383	7,170,773	2,858,390	66.3%
-SF County Grants	(12,144)	70,487	478,364	244,698	252,092	7,394	3.0%
-Other Grants	10,000	20,000	228,223	-	1,642,023	1,642,023	N/A
Subtotal - Intergovernmental	*8,889,205*	*13,637,368*	*20,991,891*	*10,036,224*	*15,492,357*	*5,456,133*	*54.4%*
Interest on Investments	1,880,058	11,977,762	15,608,940	14,965,784	12,820,647	(2,145,137)	-14.3%
Transfers In	54,330,427	68,494,322	86,446,134	79,777,933	79,070,300	(707,633)	-0.9%
TOTAL REVENUES	**408,359,928**	**467,727,396**	**500,859,075**	**481,522,626**	**512,966,483**	**31,443,857**	**6.5%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

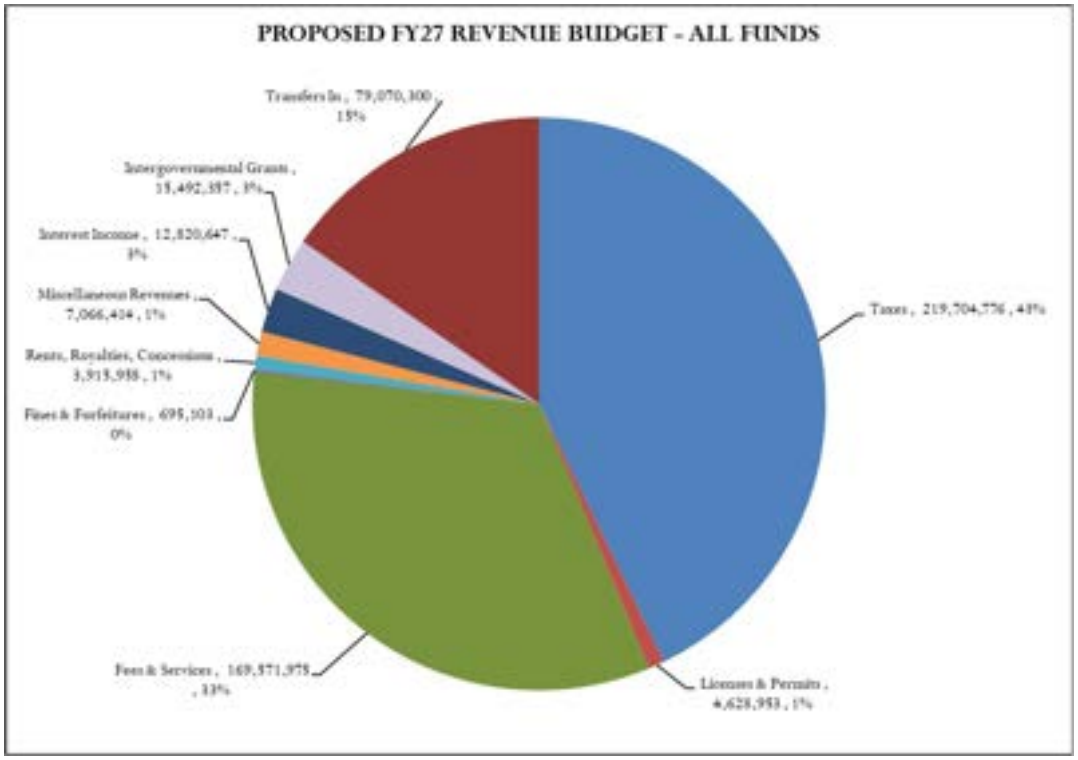
PROPOSED FISCAL YEAR 2027 BUDGET

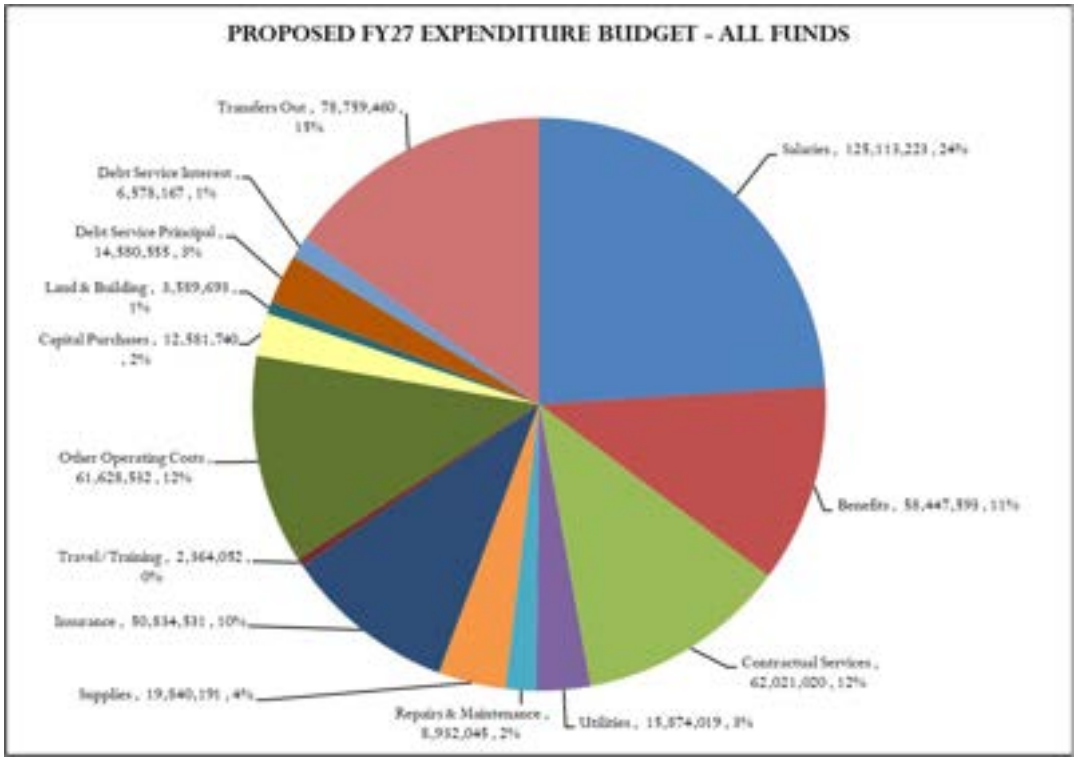
CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY CATEGORY
FY 2022/23 THROUGH FY 2026/27

CATEGORY	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	ACTUAL EXPENSES FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Personnel Services:							
-Salaries	87,006,557	94,031,822	104,388,361	114,831,571	125,113,223	10,281,652	9.0%
-Benefits	25,923,600	42,861,499	49,165,065	55,459,448	58,447,593	2,988,145	5.4%
Subtotal - Personnel Services	*112,930,157*	*136,893,321*	*153,553,426*	*170,291,019*	*183,560,816*	*13,269,797*	*7.8%*
Operating Expenses:							
-Contractual Services	33,117,885	39,728,204	42,813,653	49,028,138	62,021,020	12,992,882	26.5%
-Utilities	14,259,390	14,607,707	14,642,568	16,763,777	15,874,019	(889,758)	-5.3%
-Repairs & Maintenance	7,213,214	6,973,357	7,896,216	10,321,906	8,932,045	(1,389,861)	-13.5%
-Supplies	12,229,321	12,434,704	13,979,996	15,718,939	19,840,191	4,121,252	26.2%
-Insurance	31,911,781	38,610,663	40,520,644	47,887,157	50,834,531	2,947,374	6.2%
-Travel/Training	1,075,678	1,185,636	1,448,718	1,854,329	2,364,052	509,723	27.5%
-Other Operating Costs	54,112,499	63,364,261	62,938,270	51,633,782	61,628,532	9,994,750	19.4%
Subtotal - Operating Expenses	*153,919,768*	*176,904,532*	*184,240,065*	*193,208,028*	*221,494,390*	*28,286,362*	*14.6%*
Capital Outlay:							
-Capital Purchases	159,528	9,550,555	11,431,827	10,890,068	12,581,740	1,691,672	15.5%
-Land & Building	960,535	3,456,527	5,686,821	3,306,443	3,589,693	283,250	8.6%
Subtotal - Capital Outlay	*1,120,062*	*13,007,082*	*17,118,648*	*14,196,511*	*16,171,433*	*1,974,922*	*13.9%*
Debt Service:							
-Principal	8,250,699	8,916,053	9,221,175	16,476,768	14,580,555	(1,896,213)	-11.5%
-Interest	8,179,800	7,412,736	6,735,646	6,084,329	6,578,167	493,838	8.1%
-Other Debt Service	(970,457)	(825,913)	(680,358)	-	-	-	N/A
Subtotal - Debt Service	*15,460,042*	*15,502,877*	*15,276,463*	*22,561,097*	*21,158,722*	*(1,402,375)*	*-6.2%*
Transfers Out	63,855,814	83,144,147	111,814,252	80,332,737	78,759,460	(1,573,277)	-2.0%
TOTAL EXPENDITURES	**347,285,844**	**425,451,958**	**482,002,854**	**480,589,392**	**521,144,821**	**40,555,429**	**8.4%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2027 BUDGET





PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY DEPARTMENT
FY 2022/23 THROUGH FY 2026/27

DEPARTMENT	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	ACTUAL EXPENSES FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Community Engagement	2,468,480	2,796,069	2,716,823	3,827,614	3,645,850	(181,764)	-4.7%
Community Services	25,811,343	33,840,445	42,646,397	40,308,146	42,874,349	2,566,203	6.4%
Economic Development	5,924,665	7,569,183	11,536,605	7,984,187	8,952,581	968,394	12.1%
Emergency Management	430,590	542,307	560,952	948,098	1,103,460	155,362	16.4%
Finance	25,294,836	29,116,965	32,688,516	26,326,485	22,676,368	(3,650,117)	-13.9%
Fire	25,639,372	30,823,543	39,409,906	35,903,389	40,963,356	5,059,967	14.1%
General Government	14,972,717	15,942,012	16,678,851	21,217,755	24,467,977	3,250,222	15.3%
Human Resources	27,425,845	28,000,468	27,945,254	32,349,993	33,784,182	1,434,189	4.4%
Info. Tech. & Telecomm.	11,430,812	15,506,239	18,741,662	15,019,557	23,838,283	8,818,726	58.7%
Metropolitan Redevelopment Agency	-	98,838	571,648	594,555	674,847	80,292	13.5%
Planning & Land Use	17,007,036	14,228,688	17,936,446	16,976,182	18,610,050	1,633,868	9.6%
Police	28,940,437	39,775,400	41,639,201	42,113,479	47,831,668	5,718,189	13.6%
Public Utilities	65,344,464	74,800,912	74,931,476	100,717,264	100,440,306	(276,958)	-0.3%
Public Works	50,087,150	66,786,259	83,582,014	71,744,063	80,542,299	8,798,236	12.3%
Regional Airport	3,123,353	6,344,339	8,074,904	5,381,897	7,739,032	2,357,135	43.8%
TOURISM Santa Fe	10,054,083	11,726,913	14,582,895	16,269,150	18,278,788	2,009,638	12.4%
*Non-Departmental**	*33,330,661*	*47,553,380*	*47,759,306*	*42,907,578*	*44,721,425*	1,813,847	4.2%
TOTAL EXPENDITURES	**347,285,844**	**425,451,958**	**482,002,854**	**480,589,392**	**521,144,821**	**40,555,429**	**8.4%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2027 BUDGET

GENERAL FUND SUMMARY

CITY OF SANTA FE
GENERAL FUND - REVENUES BY CATEGORY
FY 2022/23 THROUGH FY 2026/27

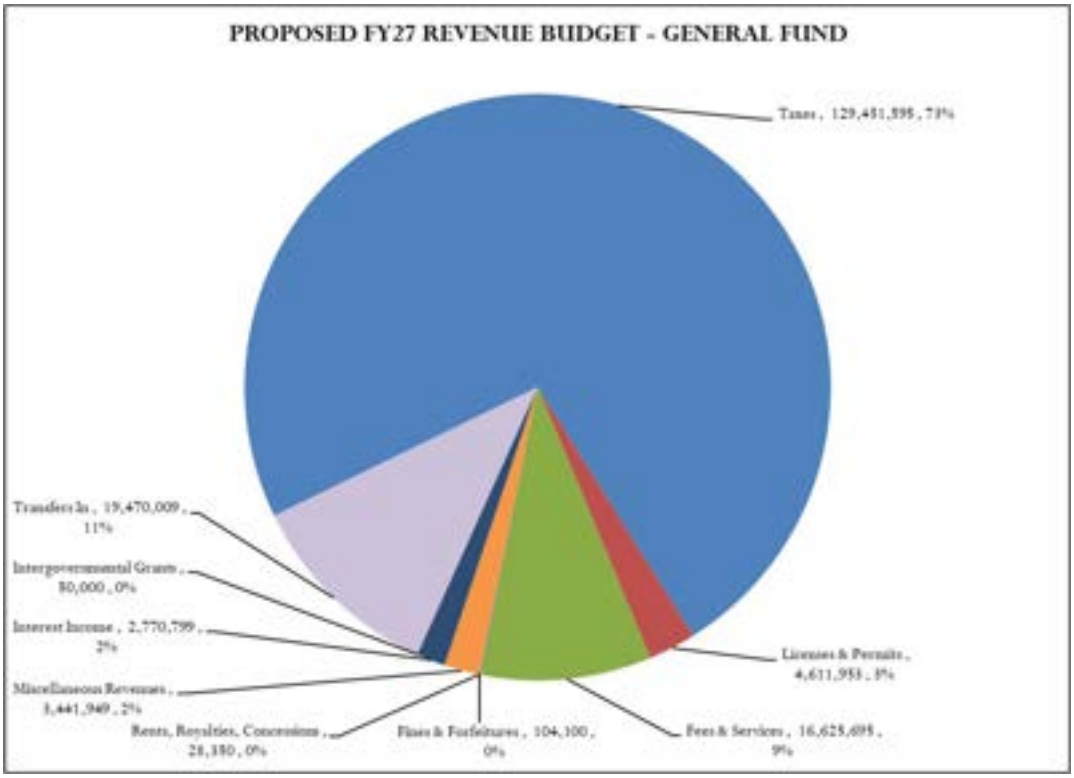
CATEGORY	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	ACTUAL REVENUE FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Local/State-Shared Taxes:							
-Gross Receipts Tax	98,962,863	106,133,722	108,907,004	104,797,172	111,103,376	6,306,204	6.0%
-Property Tax	9,516,085	10,270,979	10,811,408	11,197,436	11,499,013	301,577	2.7%
-Franchise Fees	5,607,490	5,236,545	5,366,831	5,580,741	5,586,036	5,295	0.1%
-Other Taxes	1,206,662	1,304,150	1,240,722	1,308,468	1,263,170	(45,298)	-3.5%
Subtotal - Taxes	*115,293,100*	*122,945,396*	*126,325,966*	*122,883,817*	*129,451,595*	*6,567,778*	*5.3%*
Licenses & Permits:							
-Business Licenses	912,765	758,008	751,396	816,300	691,827	(124,473)	-15.2%
-Building/Zoning Permits	3,945,937	4,790,704	4,214,670	3,155,000	3,755,000	600,000	19.0%
-Other Licenses & Permits	164,389	133,984	177,529	138,000	165,126	27,126	19.7%
Subtotal - Licenses & Permits	*5,023,090*	*5,682,696*	*5,143,595*	*4,109,300*	*4,611,953*	*502,653*	*12.2%*
Fees & Service Charges:							
-Ambulance Fees	4,649,371	3,820,330	7,362,487	5,114,308	5,887,781	773,473	15.1%
-Impact Fees	2,800	-	-	3,000	3,000	-	0.0%
-Planning/Land Use Fees	299,523	315,009	1,162,565	694,500	540,200	(154,300)	-22.2%
-Police/Court Fees	32,531	24,098	259,247	30,989	20,000	(10,989)	-35.5%
-Recreation Fees	296,206	329,153	337,588	315,350	315,350	-	0.0%
-Reimbursed Expenses	5,427,430	6,761,864	6,807,486	8,807,129	9,691,459	884,330	10.0%
-Other Fees/Services	80,058	82,722	108,105	303,500	167,905	(135,595)	-44.7%
Subtotal - Fees & Services	*10,787,919*	*11,333,176*	*16,037,479*	*15,268,776*	*16,625,695*	*1,356,919*	*8.9%*
Fines & Forfeitures:							
-Violations Fines	9,413	494	459	500	500	-	0.0%
-Other Fines & Forfeitures	137,443	98,942	73,799	103,600	103,600	-	0.0%
Subtotal - Fines & Forfeitures	*146,856*	*99,436*	*74,258*	*104,100*	*104,100*	-	*0.0%*
Rents/Royalties/Concessions:							
-Parks & Recreation - Rentals	24,263	17,310	10,292	19,750	19,750	-	0.0%
-Other Rentals	803	8,581	10,100	8,600	8,600	-	0.0%
Subtotal - Rents/Royalties	*25,066*	*25,890*	*20,392*	*28,350*	*28,350*	-	*0.0%*
Miscellaneous Revenues:							
-Sales Revenue	72,308	85,808	10,478	1,000,000	-	(1,000,000)	-100.0%
-Other Misc. Revenue	(1,821,191)	(578,593)	(3,764,505)	128,558	3,441,949	3,313,391	2577.4%
Subtotal - Miscellaneous	*(1,748,883)*	*(492,785)*	*(3,754,027)*	*1,128,558*	*3,441,949*	*2,313,391*	*205.0%*
Intergovernmental Grants:							
-State Grants	-	-	-	-	50,000	50,000	N/A
Subtotal - Intergovernmental	-	-	-	-	*50,000*	*50,000*	*N/A*
Interest on Investments	1,517,465	697,729	3,474,654	3,134,105	2,770,799	(363,306)	-11.6%
Transfers In	3,104,936	3,545,419	5,831,753	14,394,600	19,470,009	5,075,409	35.3%
TOTAL REVENUES	**134,149,549**	**143,836,957**	**153,154,069**	**161,051,606**	**176,554,450**	**15,502,844**	**9.6%**

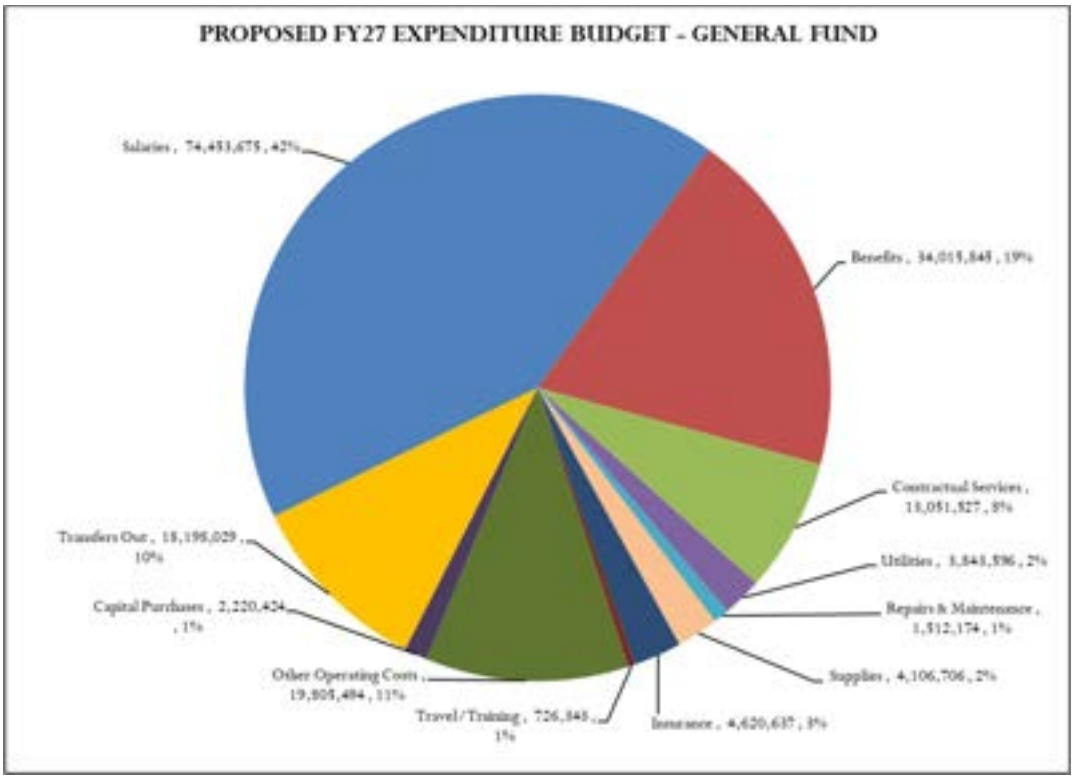
PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
GENERAL FUND - EXPENDITURES BY CATEGORY
FY 2022/23 THROUGH FY 2026/27

CATEGORY	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	ACTUAL EXPENSES FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Personnel Services:							
-Salaries	53,481,064	57,605,727	63,694,974	68,557,010	74,453,675	5,896,665	8.6%
-Benefits	25,151,714	27,733,949	30,783,006	32,351,761	34,015,845	1,664,084	5.1%
Subtotal - Personnel Services	*78,632,778*	*85,339,676*	*94,477,981*	*100,908,771*	*108,469,520*	*7,560,749*	*7.5%*
Operating Expenses:							
-Contractual Services	8,683,766	10,093,712	10,488,005	11,666,496	13,051,527	1,385,031	11.9%
-Utilities	3,878,621	4,221,509	3,648,325	4,187,596	3,843,596	(344,000)	-8.2%
-Repairs & Maintenance	1,370,827	994,212	645,664	1,186,829	1,512,174	325,345	27.4%
-Supplies	3,400,538	3,818,559	3,973,239	3,865,042	4,106,706	241,664	6.3%
-Insurance	1,780,229	4,616,911	5,015,002	5,133,798	4,620,637	(513,161)	-10.0%
-Travel/Training	357,977	422,239	544,980	618,455	726,343	107,888	17.4%
-Other Operating Costs	9,329,024	13,632,507	15,296,978	12,674,557	19,805,494	7,130,937	56.3%
Subtotal - Operating Expenses	*28,800,982*	*37,799,649*	*39,612,193*	*39,332,773*	*47,666,477*	*8,333,704*	*21.2%*
Capital Outlay:							
-Capital Purchases	17,164	4,558,722	4,181,080	1,522,201	2,000,424	478,223	31.4%
-Land & Building	228,659	129,987	435,974	220,000	220,000	-	0.0%
Subtotal - Capital Outlay	*245,823*	*4,688,709*	*4,617,054*	*1,742,201*	*2,220,424*	*478,223*	*27.4%*
Transfers Out	11,627,855	12,741,913	35,253,226	19,067,861	18,198,029	(869,832)	-4.6%
TOTAL EXPENDITURES	**119,307,438**	**140,569,947**	**173,960,454**	**161,051,606**	**176,554,450**	**15,502,844**	**9.6%**

PROPOSED FISCAL YEAR 2027 BUDGET





PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
GENERAL FUND EXPENDITURES BY DEPARTMENT
FY 2022/23 THROUGH FY 2026/27

DEPARTMENT	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	ACTUAL EXPENSES FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Community Engagement	2,400,406	2,644,069	2,716,823	3,227,614	3,645,850	418,236	13.0%
Community Services	11,755,168	13,786,916	20,925,797	19,876,868	19,400,417	(476,451)	-2.4%
Economic Development	2,295,710	2,796,895	4,512,871	2,848,991	3,123,868	274,877	9.6%
Emergency Management	167,156	189,176	310,322	335,924	717,812	381,888	113.7%
Finance	6,959,811	8,776,466	8,695,902	8,751,208	8,825,022	73,814	0.8%
Fire	25,216,546	29,437,443	36,961,250	34,740,216	39,040,901	4,300,685	12.4%
General Government	5,557,789	6,696,573	7,273,455	8,173,823	9,640,867	1,467,044	17.9%
Human Resources	6,432,314	4,087,127	2,513,524	2,595,897	3,024,788	428,891	16.5%
Info. Tech. & Telecomm.	-	-	2,487,000	-	-	-	N/A
Planning & Land Use	9,943,714	8,366,438	12,717,660	12,105,390	13,787,841	1,682,451	13.9%
Police	26,759,108	34,491,909	36,470,397	36,813,085	40,028,902	3,215,817	8.7%
Public Works	20,562,355	28,985,909	37,040,272	30,230,696	34,019,021	3,788,325	12.5%
Non-Departmental	*1,257,362*	*311,026*	*1,335,179*	*1,351,894*	*1,299,161*	(52,733)	-3.9%
TOTAL GENERAL FUND	**119,307,438**	**140,569,947**	**173,960,454**	**161,051,606**	**176,554,450**	**15,502,844**	**9.6%**

PROPOSED FISCAL YEAR 2027 BUDGET

FY27 Proposed Budget - Position Count

Department Name	FY26 Original FTE	FY26 Current FTE	FY27 Proposed FTE	FY27 - # of Vacant Positions	Vacancy Rate Starting FY27	Notes - Changes from FY26 to FY27 (transfers, new positions, etc.)
Community Engagement	**21.0**	**21.0**	**23.0**	**3.0**	**13%**	**FY26 - 1 New FTE:** (Constituent Services) 1 Paralegal; **FY26 - 1 FTE Transferred and Reclassed:** 1 Communications Director moved from Constituent Services to General Government/City Manager; **FY27 - 2 New FTE:** (Constituent Services) 1 Translator, 1 Broadcast & Streaming Production Specialist
City Clerk	8.0	9.0	9.0	1	11%	
Constituent Services	13.0	12.0	14.0	2	14%	
Community Services	**196.5**	**202.5**	**202.5**	**33**	**16%**	**FY26 - 5 New FTE:** (Recreation) 2 Recreation Supervisors, (Youth & Family) 2 Program Managers, 1 Data Reporting & Policy Development Manager; **FY26 - 1 FTE Unfrozen:** (Recreation) 1 Recreation Supervisor, 1 Youth Program Coordinator; **FY26 - 1 FTE Frozen:** (Senior Services) 1 Transit Driver III; **FY26 - 1 FTE Transferred:** 1 Contracts Administrator moved from Library to Community Services Admin.
Community Services Admin.	6.5	7.5	7.5	2	27%	
Library	46.5	45.5	45.5	2	4%	
Recreation	82.0	86.0	86.0	22	26%	
Senior Services	53.5	52.5	52.5	5	10%	
Youth & Family	8.0	11.0	11.0	2	18%	
Economic Development	**18.0**	**21.0**	**22.0**	**5**	**23%**	**FY26 - 1 New FTE:** (Arts and Culture) 1 Administrative Manager; **FY26 - 2 New FTE:** (Economic Development) 2 term Economic Development Specialist; **FY27 - 2 New FTE:** (Economic Development) 2 term Project Manager; **FY27 - 1 FTE Frozen:** (Economic Development) 1 Community Development Director
Arts and Culture	5.0	6.0	6.0	1	17%	
Economic Development	11.0	13.0	14.0	4	29%	
Santa Fe Film	2.0	2.0	2.0	0	0%	
Emergency Management	**2.0**	**2.0**	**2.0**	**1**	**50%**	
Finance	**56.4**	**58.4**	**58.4**	**14.0**	**24%**	**FY26 - 2 New FTE:** (Budget) 1 Budget Analyst, (Finance Admin.) 1 Project Administrator
Finance Admin.	5.0	6.0	6.0	2	33%	
Accounting	18.4	18.4	18.4	6	33%	
Budget	4.0	5.0	5.0	2	40%	
Fleet Management	13.0	13.0	13.0	2	15%	
Purchasing	6.0	6.0	6.0	1	17%	
Treasurer	10.0	10.0	10.0	1	10%	
Fire	**211.0**	**210.0**	**210.0**	**16**	**8%**	**FY26 - 3 New FTE:** (Fire Admin.) 1 Project Specialist, 1 Business Operations Manager, 1 Fiscal Administrator; **FY26 - 3 FTE Unfrozen:** (Fire Admin.) 1 Administrative Assistant, (Fire Operations) 1 Forestry Tech, (Fire Support Svcs.) 1 Fire Apparatus Tech I; **FY26 - 2 FTE Transferred:** 1 Wildlife Urban Interface Specialist, 1 Fire Training Captain moved from Fire Operations to Support Svcs.
Fire Admin.	6.0	10.0	10.0	2	20%	
Fire Operations	168.0	167.0	167.0	10	6%	
Fire Support Services	37.0	33.0	33.0	4	12%	
General Government	**61.3**	**63.3**	**62.3**	**9**	**14%**	**FY26 - 4 New FTE:** (City Attorney) 1 term Paralegal Basic, 1 Legislation Coordinator, 1 Legislative Administrator, (Risk Mgmt.) 1 Risk & Safety Compliance Officer; **FY26 - 1 FTE Frozen:** (City Council) 1 Council Liaison, (Municipal Court) 1 Court Clerk; **FY27 - 1 FTE Transferred:** 1 Public Records Specialist moved from City Attorney to Police Admin.
Mayor	3.0	3.0	3.0	1	33%	
City Council	9.0	8.0	8.0	0	0%	
City Manager	5.3	5.3	5.3	1	19%	
City Attorney	20.0	23.0	22.0	6	27%	
Municipal Court	19.0	18.0	18.0	1	6%	
Risk Management & Safety	5.0	6.0	6.0	3	50%	
Human Resources	**18.0**	**17.0**	**18.0**	**2**	**11%**	**FY26 - 1 FTE Frozen:** Administrative Manager (temp); **FY27 - 1 New FTE:** 1 HR Information Systems Manager

[continued next page]

PROPOSED FISCAL YEAR 2027 BUDGET

FY27 Proposed Budget - Position Count

Department Name	FY26 Original FTE	FY26 Current FTE	FY27 Proposed FTE	FY27 - # of Vacant Positions	Vacancy Rate Starting FY27	Notes - Changes from FY26 to FY27 (transfers, new positions, etc.)
[continued from previous page]						
Info. Tech. & Telecomm.	**44.9**	**44.9**	**44.9**	**8**	**18%**	
ITT Admin.	5.0	5.0	5.0	1	20%	
ITT End User Services	9.0	9.0	9.0	1	11%	
Enterprise Application Services	7.0	7.0	7.0	4	57%	
Enterprise Resource Planning	12.9	12.9	12.9	1	8%	
Infrastructure Services	11.0	11.0	11.0	1	9%	
ITT Security & Compliance	0.0	0.0	0.0	0	0%	
Planning & Land Use	**70.0**	**71.0**	**69.0**	**14**	**178%**	**FY26 - 1 New FTE:** (Affordable Housing) 1 Project Manager; **FY26 - 3 FTE Unfrozen:** (Planning & Land Use) 1 Construction Inspector & 1 Construction Plans Examiner III unfrozen but not funded - will reflect as frozen unfunded in FY27; 1 Contracts Administrator; **FY27 - 2 New FTE:** (Affordable Housing) 2 Project Manager; **FY27 - 1 FTE Unfrozen:** (Planning & Land Use) 1 Engineer; **FY27- 2 FTE Frozen:** (Planning & Land Use) 1 Construction Inspector, 1 Construction Plans Examiner III
Land Use Admin.	8.0	7.0	7.0	1	14%	
Affordable Housing	5.0	6.0	6.0	4	67%	
Building Permit Div	11.0	11.0	10.0	4	40%	
Enforcemnt Division	0.0	8.0	8.0	0	0%	
Historic Preservation	5.0	5.0	5.0	1	20%	
Inspections Division	23.0	17.0	16.0	2	13%	
Planning Division	11.0	10.0	10.0	1	10%	
Technical Review Div	7.0	7.0	7.0	1	14%	
Metropolitan Redevelopment Agency	**2.0**	**4.0**	**3.0**	**2**	67%	**FY26 - 2 New FTE:** 1 Administrative Manager, 1 Project Manager
Police	**237.0**	**240.0**	**242.0**	**16.0**	**7%**	**FY26 - 5 New FTE:** (Police Admin.) 4 Project Specialist, 1 Police Records Supervisor; **FY26 - 2 FTE Unfrozen:** (Police Admin.) 1 Administrative Manager, 1 Public Safety Aide; **FY26 - 3 FTE Frozen:** (Police Admin.) 1 Project Admin, 1 Records Tech, 1 Admin. Manager; **FY27 - 1 FTE Transferred:** 1 Public Records Specialist moved from City Attorney to Police Admin.; **FY27 - 1 New FTE:** PIO/IPRA (position title TBD)
Police Admin.	51.0	54.0	56.0	6	11%	
Police Operations	186.0	186.0	186.0	10	5%	
Public Utilities	**261.7**	**256.7**	**259.7**	**47**	**18%**	**FY26 - 2 New FTE:** (UCS) 1 Utility Billing Division Director - retirement double fill (expires 7/1/27), (Water) 1 T&D Manager - retirement double fill (expired 10/29/25, not included in FY27); **FY26 - 1 FTE Transferred:** 1 Contracts Admin. moved from Buckman Direct Diversion to Utility Customer Service; **FY26 - 5 FTE Frozen:** (Water) unknown positions due to reclassifications and transfers between funds; **FY27 - Created New Division:** (Conservation & Sustainability) 10 total FTEs - transferred 6 FTE from Environmental Svcs., 2 FTE from Wastewater and 2 FTE from Water
Public Utilities Admin.	11.0	11.0	11.0	3	27%	
Conservation & Sustainability	0.0	0.0	10.0	4	40%	
Environmental Services	73.0	73.0	67.0	2	3%	
Utility Customer Service	29.7	31.7	31.7	6	19%	
Wastewater	68.3	66.3	64.3	20	31%	
Water	79.7	74.7	75.7	12	16%	
Public Works	**348.7**	**333.7**	**340.7**	**77**	**23%**	**FY26 - 1 FTE Unfrozen:** (Facilities) 1 Maintenance Specialist; **FY26 - 1 FTE Frozen:** (Facilities) 1 Custodian; **FY27 - 7 New FTE:** (Parks) 1 Superintendent, 1 Parks Maintenance Worker Senior, 5 Parks Maintenance Worker
Public Works Admin.	5.5	5.0	5.0	1	20%	
Facilities	56.0	55.0	55.0	8	15%	
Metropolitan Planning Organization	3.0	3.0	3.0	0	0%	
Municipal Recreation Complex	10.0	10.0	10.0	0	0%	
Parking	29.0	29.0	29.0	5	17%	
Parks Division	70.0	71.0	78.0	15	19%	
Complete Streets Division	59.7	53.7	53.7	12	22%	
Transit	115.5	107.0	107.0	36	34%	
Regional Airport	**32.0**	**37.0**	**37.0**	**7**	**19%**	**FY26 - 5 New FTE:** 3 Airport Shuttle Driver, 1 Custodian, 1 Airport Operations Officer
Tourism Santa Fe	**48.0**	**48.0**	**49.0**	**4**	**8%**	**FY26 - 1 New FTE Transferred:** 1 Parks Ranger Supervisor; moved from Visit Santa Fe to Convention Center; **FY27 - 1 New FTE:** 1 Assistant Operations Manager
Santa Fe Civic Center	23.0	24.0	24.0	1	4%	
Visitors Bureau	25.0	24.0	25.0	3	12%	
Total	**1,628.5**	**1,630.5**	**1,643.5**	**257**	**16%**	**FY26:** 29 New FTE, 10 Unfrozen FTE, 11 Frozen FTE; **FY27:** 14 New FTE, 3 Frozen FTE, 1 Unfrozen FTE

NOTE: some position counts are not whole numbers due to split-funded positions

PROPOSED FISCAL YEAR 2027 BUDGET

V. DEPARTMENT EXPENDITURES

COMMUNITY ENGAGEMENT DEPARTMENT

GERALYN CARDENAS, CITY CLERK



Mission

The mission of the Community Engagement Department is to serve as the public-facing front door for city government, connecting it to constituents by providing accessible, timely information and services. The Department supports constituents by helping them access city services, resolve concerns, and connect with resources, while also delivering clear and accurate communications that keep the public informed about elections, legislation, services, and decisions. Through outreach, education, and engagement, the Community Engagement Department promotes transparency, accountability, meaningful public participation, and public awareness of city initiatives, events, and programs through official city communication channels.

The Community Engagement Department includes the City Clerk's Office, Constituent Services, Communications and Marketing, Mail and Duplications, Records and Archives and the Public Defender, which together provide access to information, public records, and essential city services.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Community Engagement Department:

- Commenced and completed the 2025 Regular Local Election (RLE);
- Finalized the records retention schedule legislation and moved it through the committee process;

- Achieved cost savings in the Department budget for in-house basic printing services totaling $384,419 for black & white copies and $102,156 for color copies, and an estimated $100,000+ savings for in-house video production;

- Successfully integrated OpenGov software into the Survey123 Customer Relationship Management (CRM) system, providing consistent updates on open work orders and a more efficient tracking system for completed work orders;

- Enhanced online outreach by the Communications and Marketing Team, achieving an 11% growth in followers and 6.8 million views on Instagram, and 4,327 Facebook followers; and

- Managed successful email communications with 468 emails sent, delivering 3.78 million messages to constituents, reaching a 99.8% delivery rate of exceptional inbox placement, a 21% open rate with 824,441 unique opens, and 3,781,313 total sends.

FY27 Budget Highlights

The Community Engagement Department's proposed FY27 budget decreased by $181,764, or 4.7%, from the original FY26 budget. The Department's proposed FY27 General Fund budget increased by $418,236, or 13%, from the original FY26 budget. The proposed FY27 budget includes $75,000 for shopping cart management and removal services; $49,500 for Spanish translation and interpretation services for public meetings and events; $20,000 for expenses related to broadcasting and streaming of Governing Body and Committee meetings; and $40,000 to address nuisance properties in the City.

The Community Engagement Department's proposed FY27 budget includes funding for 23 positions (reflecting 23 full-time equivalents or FTEs), of which 9 are budgeted in the City Clerk's Office and 14 are budgeted in the Constituent Services Division. The proposed FY27 budget for Constituent Services Division includes funding for two additional positions: a Broadcast and Streaming Production Specialist to schedule, facilitate, and produce the public-facing online components of all meetings held in the Council Chambers, including Zoom meeting creation and live streaming on the City's YouTube channel; and a Translator that was converted from a part-time to a full-time position for FY27, which will support effective written and oral communication with Spanish-speaking constituents, vendors and community members.

FY27 Goals, Objectives and Key Performance Indicators

The Community Engagement Department's goals for FY27 are as follows:

- Create City brand consistency that fosters trust in the community, and upgrade the City website for both functionality and visual appeal;

- Create a public campaign financing online portal to improve the public campaign financing process, and implement online liquor licensing and plaza vendor licensing;

- Create a community engagement plan that formalizes the City's events and enhances service delivery to the community; and

- Ensure the destruction of records that have met their retention schedule.

CITY CLERK'S OFFICE

GERALYN CARDENAS, CITY CLERK

Division Highlights and Key Services

The City Clerk's Office is dedicated to excellence and professional commitment through the provision of quality services to the Governing Body, staff, residents, and constituents. The Office strives to ensure trust and confidence in the City of Santa Fe by promoting transparency and responsiveness. The Office oversees the committee process and ensures that meeting requirements regarding agendas, packet materials, and other necessities are provided for open meetings. The Office also preserves official documents and provides a fair and ethical elections process. The City Clerk's Office also provides administrative support to the Public Defender's Office.

CONSTITUENT SERVICES

XAVIER MARTINEZ, CONSTITUENT SERVICES MANAGER

Division Highlights and Key Services

The Mission of the Constituent Services Division is to connect residents to City government and City government to the community by continuously working to make the City inclusive, transparent, accountable, and responsible to our residents. The Division's goal is to make the City of Santa Fe the most user-friendly city in the nation by collaborating with all departments, and to create and implement a one-stop shop that will enhance efficiency in the City's response to requests, issues and concerns.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
COMMUNITY ENGAGEMENT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
City Clerk	1,307,582	1,235,156	2,219,430	1,710,894	(508,536)	-22.9%
Constituent Services	1,488,487	1,481,667	1,608,184	1,934,956	326,772	20.3%
TOTAL COMMUNITY ENGAGEMENT	**2,796,069**	**2,716,823**	**3,827,614**	**3,645,850**	**(181,764)**	**-4.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	1,640,182	1,721,159	2,235,713	2,506,242	270,529	12.1%
Contractuals & Utilities	312,521	430,383	432,965	410,567	(22,398)	-5.2%
Repairs & Maintenance	3,813	5,520	5,000	5,000	-	0.0%
Supplies	175,563	123,787	162,296	200,975	38,679	23.8%
Insurance	66,885	75,781	71,078	71,624	546	0.8%
Other Operating Costs	424,452	295,742	920,562	451,442	(469,120)	-51.0%
Capital Purchases	110,651	64,451	-	-	-	N/A
Transfers to Other Funds	62,000	-	-	-	-	N/A
TOTAL COMMUNITY ENGAGEMENT	**2,796,069**	**2,716,823**	**3,827,614**	**3,645,850**	**(181,764)**	**-4.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	2,644,069	2,716,823	3,227,614	3,645,850	418,236	13.0%
Franchise Fee Fund	62,000	-	-	-	-	N/A
Public Campaign Financing	90,000	-	600,000	-	(600,000)	-100.0%
TOTAL COMMUNITY ENGAGEMENT	**2,796,069**	**2,716,823**	**3,827,614**	**3,645,850**	**(181,764)**	**-4.7%**

PROPOSED FISCAL YEAR 2027 BUDGET

COMMUNITY SERVICES DEPARTMENT

SANDRA EMORY, COMMUNITY SERVICES DIRECTOR



Mission

The Community Services Department enhances the well-being of Santa Fe residents by providing inclusive programs, critical resources, and policy leadership that address the fundamental needs of individuals and families. The Department focuses on the social determinants of health—including housing; food security; healthcare access; education; childcare; employment; and transportation and social support—thereby ensuring a resilient, connected, and thriving community.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Community Services Department:

- Increased community engagement across libraries, senior centers, and recreation programs, with record-high participation in events and services;

- Secured over $1M in external funding to expand library programs, senior services, and recreational access;

- Re-launched the laptop and hotspot lending programs for the public at the City's Libraries in partnership with the Economic Development Department, and purchased new public access computers for all library branches as part of a larger project to upgrade public technology;

- Created and expanded more programs and opportunities for teens, including the addition of a Teen Hangout program at Southside Library to complement the existing one at La Farge Library; established a partnership between the Library Division and the Santa Fe Public

Schools' paid high school internship program during the summer; partnered with Santa Fe Prep for 'Boomer Tech', a program which has high school students helping seniors learn about technology; and began a tween book club for nine to twelve-year-olds;

- Increased programming, activities and support for user groups in all aspects of recreation;

- Purchased and installed several upgrades in the Recreation Division, including new pool equipment and motors to enhance water and air quality; updates to the GCCC Ice Arena heating, ventilation and air conditioning (HVAC) and dehumidification systems; renovation of the GCCC stucco; and replacement of the Ice Arena reverse osmosis water system and the water-cooling towers;

- Provided service to over 2,000 seniors in the Santa Fe area by providing 142,000 meals, 16,000 rides, and 78,595 volunteer hours via the Retired Senior Volunteers, Senior Companion and Foster Grandparent programs;

- Implemented the MySeniorCenter Program to automate check-ins, track participation in activities, and improve service delivery at the City's senior centers;

- Served 1,245 children through early childhood programs, including 44% low-income and 50% black, indigenous persons of color (BIPOC), while building a workforce pipeline of 51 apprentices enrolled in degree programs, thus strengthening long-term community capacity; and

- Sustained a 90% positive resolution rate for residents seeking food, housing, transportation, and utility assistance via the CONNECT network and its partners, while expanding the network by seven additional organizations.

FY27 Budget Highlights

The Community Services Department's proposed FY27 budget increased by $2,566,203, or 6.4%, from the original FY26 budget. The Department's proposed FY27 General Fund budget decreased by $476,451, or 2.4% from the original FY26 budget. The proposed FY27 budget includes $10 million for various contracted services, including $2.9 million for various Human Services grants to nonprofit agencies such as St. Elizabeth's Shelter, the Life Link, The Food Depot and the Solace Crisis Treatment Center; $1.5 million for youth programs including Big Brothers Big Sisters, Girls Inc., Growing Up NM, and Youth Shelters and Family Services; $1 million for eviction prevention services, $441,425 for various contracted services for the Recreation Division (including the Genoveva Chavez Community Center [GCCC]); $358,044

for various contracted services in the Library Division; and $47,000 for veteran's services including navigation services for homeless and precariously-housed veterans and scholarships for veterans and their dependents.

The proposed FY27 Community Services Department budget includes funding for 227 positions (202.5 FTE), including 8 positions (7.5 FTE) in the Community Services Administration Division, 53 positions (45.5 FTE) in the Library Division, 99 positions (86 FTE) in the Recreation Division, 56 positions (52.5 FTE) in the Senior Services Division, and 11 positions (11 FTE) in the Youth & Family Division.

FY27 Goals, Objectives and Key Performance Indicators

The Community Services Department's goals for FY27 are as follows:

- Reduce staff vacancies across all Community Services divisions to achieve a vacancy rate below 10%, prioritizing the hiring of critical positions in homelessness response, youth services, and recreation;

- Maintain safe, high-quality facilities and services;

- Improve staff training and development opportunities to ensure employees across all divisions have access to professional growth, leadership training, and skill-building programs;

- Expand Library collections, including materials in Spanish, incorporate new technology, add more internet hotspots to meet demand, and grow total circulation (print, digital and other) by 10%;

- Work with Facilities to ensure all library locations are clean, well-maintained and accessible, complete condition assessments of all libraries to address deferred maintenance issues, and include facility conditions on patron satisfaction surveys with a goal of 75% satisfaction with the condition of library branches;

- Continue to advance a comprehensive preventative maintenance schedule across all Recreation facilities, including the installation of new pumps and motors in pool areas, to enhance service quality, improve customer satisfaction and support increased revenue generation;

- Expand equitable access and inclusion in the Senior Services Division, increasing volunteer hours by 20%;

- Launch the City's second micro-community on Richards Avenue, designed to serve up to 35 families with children, incorporating a playground; dog run; garden space; onsite laundry; full hygiene facilities; secure fencing; 24/7 staffing; and integrated wraparound services; and

- Further expand the homelessness team within the Youth & Family Services Division to meet growing demand and strengthen service delivery, policy development and oversight.

LIBRARY

MARGARET NEILL, LIBRARY SERVICES DIVISION DIRECTOR

Division Highlights and Key Services

The Library Division empowers individuals and strengthens communities by providing free access to knowledge, technology, and cultural enrichment. The Division creates welcoming spaces that foster lifelong learning, literacy, and civic engagement, ensuring that all residents have the opportunity to grow, connect, and thrive.

RECREATION

TOM MILLER, RECREATION DIVISION DIRECTOR

Division Highlights and Key Services

The Recreation Division enriches the lives of Santa Fe residents by providing diverse, high-quality recreational programs, services, and facilities. The Division promotes health, wellness, and community connection through accessible and inclusive activities that support physical, mental, and social well-being for people of all ages and abilities.

SENIOR SERVICES

MANUEL SANCHEZ, SENIOR SERVICES DIVISION DIRECTOR

Division Highlights and Key Services

The Senior Services Division is committed to enhancing the lives of older adults in Santa Fe by providing essential resources, social engagement, and support services that promote independence, dignity, and well-being. The Division strives to create an age-friendly community where every senior citizen has access to the care and opportunities they deserve.

YOUTH AND FAMILY SERVICES

LIA AZUL SALAVERRY, YOUTH AND FAMILY SERVICES DIVISION DIRECTOR

Division Highlights and Key Services

The Youth and Family Services Division leads innovative efforts to address poverty, homelessness, and social inequities in Santa Fe. Through strategic partnerships, forward-thinking programs, and direct support services, the Division works to ensure that all residents—regardless of age or background—have access to the resources, stability, and opportunities they need to thrive. As a catalyst for progress in social services, Youth and Family Services advances new approaches to community well-being, thereby fostering resilience and economic mobility for those most in need.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
COMMUNITY SERVICES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Community Services Administration	1,493,950	5,425,765	1,468,544	3,185,110	1,716,566	116.9%
Library	5,588,268	6,786,644	6,361,349	6,902,735	541,386	8.5%
Recreation	12,294,268	11,222,185	13,172,769	14,810,522	1,637,753	12.4%
Senior Services	6,615,371	8,613,160	9,353,907	10,127,452	773,545	8.3%
Youth & Family	7,848,588	10,598,643	9,951,577	7,848,530	(2,103,047)	-21.1%
TOTAL COMMUNITY SERVICES	**33,840,445**	**42,646,397**	**40,308,146**	**42,874,349**	**2,566,203**	**6.4%**

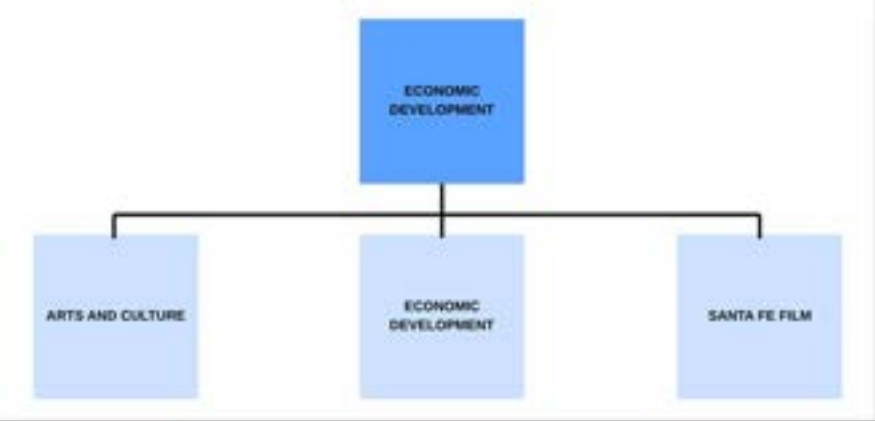
SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	12,457,056	13,674,037	16,980,050	17,900,457	920,407	5.4%
Contractuals & Utilities	8,798,076	8,384,297	7,930,929	9,982,571	2,051,642	25.9%
Repairs & Maintenance	216,476	289,029	179,932	425,700	245,768	136.6%
Supplies	2,001,022	2,132,671	1,994,650	2,066,353	71,703	3.6%
Insurance	878,434	805,411	739,169	770,656	31,487	4.3%
Other Operating Costs	2,786,308	3,811,341	2,354,510	3,654,389	1,299,879	55.2%
Capital Purchases	624,376	1,443,043	167,011	348,656	181,645	108.8%
Transfers to Other Funds	6,078,697	12,106,569	9,961,895	7,725,567	(2,236,328)	-22.4%
TOTAL COMMUNITY SERVICES	**33,840,445**	**42,646,397**	**40,308,146**	**42,874,349**	**2,566,203**	**6.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	13,786,916	20,925,797	19,876,868	19,400,417	(476,451)	-2.4%
Law Enforcement	58,616	91,041	316,342	678,822	362,480	114.6%
Community Development	5,915,160	5,229,866	4,092,117	5,676,631	1,584,514	38.7%
Senior Citizen Grants/Programs	4,207,798	5,091,240	5,104,743	5,361,295	256,552	5.0%
Library	1,158,908	1,488,703	1,203,977	1,272,366	68,389	5.7%
Quality of Life	54,998	128,495	163,770	163,770	-	0.0%
Recreation Programs	3,350,247	3,960,010	4,683,100	4,860,884	177,784	3.8%
Special Recreation Leagues	4,548	2,846	5,800	5,800	-	0.0%
Genoveva Chavez Community Ctr.	5,303,254	5,728,400	4,861,429	5,454,364	592,935	12.2%
TOTAL COMMUNITY SERVICES	**33,840,445**	**42,646,397**	**40,308,146**	**42,874,349**	**2,566,203**	**6.4%**

PROPOSED FISCAL YEAR 2027 BUDGET

DEPARTMENT OF ECONOMIC DEVELOPMENT & CREATIVE INDUSTRIES

JOHANNA NELSON, ACTING ECONOMIC DEVELOPMENT DIRECTOR



Mission

The mission of the Department of Economic Development & Creative Industries is to strengthen Santa Fe's economy by growing creative industries, arts and culture, creating opportunities across the community, and supporting a sustainable city. The Department integrates economic development, creative industries, Arts and Culture, and the Santa Fe Film Division to align investment, strategy, and support for Santa Fe's economy. This structure recognizes creative industries as key economic drivers and strengthens the City's ability to support business growth, industry development, and cultural vitality. The Department supports local businesses, advances creative and cultural programming, promotes placemaking, and provides resources for film and media production. Key efforts include the launch of the Creative Hub, expanded support for creative businesses and organizations, and increased coordination across divisions to improve access to resources and opportunities. By aligning these functions, the Department of Economic Development & Creative Industries is strengthening Santa Fe's economy, growing its creative industries, and building a more connected and accessible system of support.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Department of Economic Development & Creative Industries:

- Launched the Economic Development Strategic Plan, which was shaped by over 1,000 community responses, to guide long-term growth and resilience;

- Deployed over $3 million in American Rescue Plan Act (ARPA) funds to support workforce development, WiFi access, and small businesses, including the Small Business Navigator and Native Business Development Programs;

- Established a Business Retention & Expansion (BRE) framework, engaging with over 500 businesses and partnering with the Sourcelink organization for economic impact tracking;

- Launched the Go Local, Go Different initiative to integrate placemaking and business support, and formed the Small Business and Entrepreneurship Working Group under the Economic Development Advisory Committee (EDAC);

- Built a Community Investment portfolio, launching the Security Assistance for Enterprises (SAFE) project, the SPUR grant program, Regional Development Corporation (RDC) Microgrants, and the Go Local Fund, and advancing workforce development through convenings, a strategic plan, and partnerships with Santa Fe Community College;

- Activated the Community Gallery with eight exhibitions featuring over 300 artists, and dozens of public programs and events;

- Invested in arts and culture through grants to 44 nonprofit organizations, support for collaborative and public art projects, and sponsorship of more than 30 community events;

- Led Santa Fe's 200th anniversary as a UNESCO Creative City with public workshops, cultural exchange, and international artist collaboration;

- Strengthened the film sector, maintaining Santa Fe's #1 ranking by MovieMaker Magazine, expanding the film office, launching a locations directory, supporting workforce training, and breaking ground on Aspect Media Village;

- Partnered with the NYU Tisch School of the Arts, Santa Fe Community College (SFCC), and the Institute of American Indian Arts (IAIA) to deliver a three-week Indigenous Directors' workshop; and

- Co-hosted quarterly Above the Line film industry events, averaging 100 attendees.

FY27 Budget Highlights

The Department of Economic Development & Creative Industries proposed FY27 budget increased by $968,394, or 12.1%, from the original FY26 budget. The proposed FY27 budget

includes $245,000 in funding for sponsorships, $290,000 for youth programming, curatorial services, United Nations Educational, Scientific, and Cultural Organization (UNESCO) projects, public art projects, and event planning services; and $851,242 for arts- and culture-related advertising services, the majority of which is provided by Santa Fe nonprofit arts organizations. The Department's proposed FY27 budget also includes $1.2 million in contracted services, including the Small Business Navigator program, business incubation services, and ongoing Local Economic Development Act activities. The proposed FY27 budget for the Santa Fe Film Division includes $120,000 for promotional marketing services and sponsorship expenses.

In FY26, the former Arts & Culture Department and Santa Fe Film Office were reorganized as Divisions within the Department of Economic Development & Creative Industries.

The proposed FY27 budget for the Department of Economic Development & Creative Industries includes funding for 22 positions (22 FTE), including 6 positions (6 FTE) in the Arts & Culture Division, 14 positions (14 FTE) in the Economic Development Division, and 2 positions (2 FTE) in the Santa Fe Film Division. The proposed FY27 budget includes funding for two new Project Manager positions and associated equipment in the Economic Development Division, funded primarily by freezing the Community Development Director position, with the remaining $11,060 reflecting an increase to the FY27 budget.

FY27 Goals, Objectives and Key Performance Indicators

The Department of Economic Development & Creative Industries' goals for FY27 are as follows:

- Implement the Economic Development Strategic Plan, establishing clear priorities, coordinated action, and measurable outcomes to drive long-term growth and resilience;
- Expand business engagement through the BRE program, deepening relationships with 150+ businesses and strengthening data-driven decision-making;
- Increase access to capital and support services by deploying targeted grant programs and connecting businesses to funding and technical assistance;
- Improve coordination across the economic development ecosystem to strengthen communication, transparency, and access to resources;
- Address barriers to economic participation, including workforce challenges such as childcare, through alignment with partners and targeted solutions;

- Expand the City's public art portfolio through new murals, sculptures, and other enhancements, while maintaining and restoring existing works and advancing district-based projects;

- Grow Santa Fe's UNESCO Creative Cities presence through public programming, partnerships, and development of a Heritage Arts map and digital platform;

- Advance the next phase of the Greer Garson Theater redevelopment in coordination with public and private partners;

- Expand film industry engagement through a community outreach program connecting residents and businesses to opportunities;

- Develop a Film Friendly certification program to support local businesses and improve production readiness; and

- Support expansion of film infrastructure, including the SFCC backlot project, in partnership with regional stakeholders.

ARTS AND CULTURE

CHELSEY JOHNSON, ARTS AND CULTURE DIVISION DIRECTOR

Division Highlights and Key Services

The Arts and Culture Division provides leadership to support arts and cultural affairs on behalf of the City of Santa Fe. The Division creates and funds programs, cultivates connections, and recommends policies that promote and sustain the arts and the City's creative economy. The Division connects residents and visitors alike to the vibrant arts and cultures of Santa Fe, with a focus on diversity, equity, inclusion, and access.

ECONOMIC DEVELOPMENT

JOHANNA NELSON, ECONOMIC DEVELOPMENT DIVISION DIRECTOR

Division Highlights and Key Services

The mission of the Economic Development Division is to foster a thriving, diverse, and resilient economy by supporting local businesses, attracting strategic investment, and ensuring that economic opportunities benefit all residents.

SANTA FE FILM DIVISION

JENNIFER LABAR-TAPIA, FILM OFFICE EXECUTIVE DIRECTOR/FILM COMMISSIONER

Division Highlights and Key Services

The Santa Fe Film Division was jointly established by the City and County of Santa Fe on July 1, 2016 to service, recruit and expand film and television production throughout the Santa Fe region; support and develop community businesses providing goods and services to the industry; engage in community outreach and education regarding production activity; and work with partners in the public and private sectors to expand educational and employment opportunities in the production industry for local residents.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
DEPARTMENT OF ECONOMIC DEVELOPMENT & CREATIVE INDUSTRIES - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Arts & Culture	1,575,668	2,846,099	2,117,640	2,630,720	513,080	24.2%
Economic Development	5,993,515	8,121,528	5,361,592	5,792,366	430,774	8.0%
Santa Fe Film Office	-	568,978	504,955	529,495	24,540	4.9%
TOTAL ECONOMIC DEVELOPMENT	**7,569,183**	**11,536,605**	**7,984,187**	**8,952,581**	**968,394**	**12.1%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	1,670,299	1,853,561	2,482,896	2,691,734	208,838	8.4%
Contractuals & Utilities	2,648,404	3,370,622	1,477,204	1,617,187	139,983	9.5%
Repairs & Maintenance	1,569	8,261	4,000	3,700	(300)	-7.5%
Supplies	54,752	100,018	98,850	148,005	49,155	49.7%
Insurance	56,239	55,893	72,688	72,861	173	0.2%
Other Operating Costs	1,210,973	1,847,702	1,840,361	2,212,815	372,454	20.2%
Capital Purchases	-	85,773	-	-	-	N/A
Debt Service	-	5,000	-	-	-	N/A
Transfers to Other Funds	1,926,948	4,209,774	2,008,188	2,206,279	198,091	9.9%
TOTAL ECONOMIC DEVELOPMENT	**7,569,183**	**11,536,605**	**7,984,187**	**8,952,581**	**968,394**	**12.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	2,796,895	4,512,871	2,848,991	3,123,868	274,877	9.6%
Economic Development	2,551,568	2,844,857	2,412,107	2,547,412	135,305	5.6%
Lodgers' Tax Fund	1,534,296	2,713,181	1,990,938	2,486,998	496,060	24.9%
Community Development	645,052	763,800	100,494	121,086	20,592	20.5%
Santa Fe Film Office	-	568,978	504,955	529,495	24,540	4.9%
Santa Fe Convention Center	41,372	132,918	126,702	143,722	17,020	13.4%
TOTAL ECONOMIC DEVELOPMENT	**7,569,183**	**11,536,605**	**7,984,187**	**8,952,581**	**968,394**	**12.1%**

EMERGENCY MANAGEMENT DEPARTMENT

KYLE MORGAN, EMERGENCY MANAGEMENT DIRECTOR

Mission

The Emergency Management Department builds citywide disaster readiness by leading coordinated efforts with government, private, and community partners to mitigate risks and manage crises effectively. When emergencies occur, the Department warns residents of active hazards, coordinates emergency protective measures and mass care operations, and facilitates access to mutual aid and external resources when normal systems are overwhelmed.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Emergency Management Department:

- Enhanced citywide preparedness through a comprehensive training and exercise program, engaging 100% of City departments in 14 practical, jurisdictionally-specific disaster preparedness and response activities, including two executive leadership trainings on the National Incident Management System (NIMS); a progressive three-part Emergency Operations Center (EOC) training and exercise series; an ongoing wildfire preparedness workshop series with City staff and community partners; an ongoing wildfire preparedness workshop series with City staff and community partners; a full-scale emergency response exercise at Santa Fe Regional Airport; two critical infrastructure emergency response tabletop exercises with Public Utilities; and multiple regional wildfire, public health, and critical infrastructure exercises coordinated by public and private sector partners;

- Expanded public alert and warning capabilities through the development and deployment of Ready Santa Fe, a live, map-based platform that supplements traditional text-based alerts by showing constituents where emergencies are occurring in real time, as updated by the City's own first responders;

- Managed a $3.1 million federal grant portfolio spanning 8 FEMA, US DHS, and US Department of Transportation (DOT) grants in FY26, of which $848,396 flowed directly into the Emergency Management budget, with the remaining $2.28 million supporting hazard mitigation projects for which Emergency Management holds programmatic and fiscal responsibility, while Public Works manages project development and execution; in FY26, the Department secured two new Federal grants totaling approximately $800,000 in additional preparedness and mitigation funding;

- Piloted the Resilience Initiative in collaboration with the Youth and Family Division (YFD), using Code Blue operations as an entry point to build preparedness and practice citywide

disaster response operations while supporting vulnerable residents and integrating and validating previous Emergency Operations Center trainings;

- Strengthened emergency planning by updating the City's Emergency Operations Framework, initiating Continuity of Operations and Resource Management Plans, and beginning a comprehensive revision of the City's Hazard Mitigation Plan;

- Led high-profile emergency operations, including Emergency Operations Center activations for winter weather emergencies, proposed Public Safety Power Shutoffs, and assisted with special events including the 4th of July and Zozobra;

- Expanded public preparedness by collaborating with other City departments to develop a year-round emergency preparedness public information campaign;

- Strengthened regional partnerships with Santa Fe County; Bernalillo County; the City of Albuquerque; NM Department of Homeland Security and Emergency Management; NM Energy, Minerals, and Natural Resources Department (EMNRD); the American Red Cross; the Salvation Army, the Public Service Company of New Mexico (PNM), and other regional stakeholders, through regular meetings and coordination events; and

- Enhanced wildfire early detection capabilities with the installation of a city-owned wildfire camera in the Santa Fe municipal watershed in April 2026, and coordinated with EMNRD and PNM to provide access to wildfire detection camera feeds for Emergency Management and Fire Department officials.

FY27 Budget Highlights

The Emergency Management Department’s proposed FY27 budget increased by $155,362, or 16.4%, from the original FY26 budget. The Department’s proposed FY27 General Fund budget increased by $381,888, or 113.7%, from the original FY26 budget. The proposed FY27 budget includes an additional $29,650 for training and exercise supplies and leverages $150,000 in Federal Emergency Management Agency (FEMA) grant funding and a $550,000 US Department of Homeland Security (US DHS) grant to improve emergency preparedness and response capabilities. These Federal grants are competitive by nature, meaning that the City competes with other jurisdictions for their share of this funding.

The proposed FY27 Emergency Management Department budget includes funding for 2 positions (2 FTE). The budget provides for the reclassification of the Emergency Management Coordinator position to an Assistant Director position, funded in part by a $114,856 reduction in the contractual services budget.

FY27 Goals, Objectives and Key Performance Indicators

The Emergency Management Department's goals for FY27 are as follows:

- Building and sustaining citywide readiness via a coordinated, multi-year preparedness program that builds capability across city departments, including coordination with City staff, regional partners and community stakeholders to design a training and exercise program to enhance citywide preparedness, providing a minimum of four training and exercise opportunities for City staff per year;

- Apply ongoing risk assessments to develop a jurisdiction-specific multi-year Integrated Preparedness Plan and achieve formal adoption by the City's governing body by the second quarter of FY27;

- Conduct an Emergency Management Accreditation Program (EMAP) audit and develop a multi-year strategic plan targeting accreditation by FY30;

- Strengthen emergency planning and operational continuity, maintaining current, comprehensive emergency plans that ensure the city can sustain operations and coordinate effectively during disasters, finalizing the 2026 Hazard Mitigation Plan update and the Continuity of Operations and Resource Management Plans, and integrating lessons learned and after-action findings into the citywide Emergency Operations Framework;

- Enhance public warning, information, and community resilience by expanding public access to emergency information and warning systems and building community-level resilience through coordinated outreach and programming; enhancing the Ready Santa Fe website with additional map-based features to increase public access to emergency warning, preparedness, and hazard mitigation information; coordinating seasonal public preparedness messaging through a year-round public information campaign; coordinating with YFD on the FY26 Resilience Initiative to identify opportunities to integrate community services with disaster preparedness efforts; and developing documentation and training materials for regional collaboration;

- Leverage technology to improve coordination and situational awareness by deploying platforms that enhance the City's ability to coordinate resources and manage information before, during, and after emergencies, including development of a Microsoft Teams-based Virtual Emergency Operations Center (VEOC) in FY27 to provide always-on resource coordination and information management capabilities utilizing existing City resources, and expanding the Ready Santa Fe GIS-based public information portal; and

- Ensure fiscal responsibility and grant compliance by maximizing efficient use of allocated resources and maintaining good standing with all funding agencies, ensuring timely and

accurate reporting on all active federal and state grants and maintaining 100% compliance with grant reporting requirements, and managing the Department's state and Federal grant portfolio while pursuing additional grant funding opportunities as they become available.

CITY OF SANTA FE
EMERGENCY MANAGEMENT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	229,189	293,242	273,538	323,881	50,343	18.4%
Contractuals & Utilities	98,352	7,892	243,021	16,495	(226,526)	-93.2%
Repairs & Maintenance	-	-	250	-	(250)	-100.0%
Supplies	103,340	37,425	217,351	246,601	29,250	13.5%
Insurance	7,327	8,071	6,604	9,183	2,579	39.1%
Other Operating Costs	75,253	119,907	131,176	431,142	299,966	228.7%
Capital Purchases	28,845	94,414	76,158	76,158	-	0.0%
TOTAL EMERGENCY MANAGEMENT	**542,307**	**560,952**	**948,098**	**1,103,460**	**155,362**	**16.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	189,176	310,322	335,924	717,812	381,888	113.7%
Emergency Services (grant funding)	258,037	227,958	612,174	385,648	(226,526)	-37.0%
Community Development	95,094	22,671	-	-	-	N/A
TOTAL EMERGENCY MANAGEMENT	**542,307**	**560,952**	**948,098**	**1,103,460**	**155,362**	**16.4%**

FINANCE DEPARTMENT

VACANT, FINANCE DIRECTOR



Mission

The Finance Department is committed to building the public trust through sound financial management and innovative and effective business decisions while protecting the City's assets and ensuring compliance with federal, state, and local laws and regulations. The Department is committed to providing timely, accurate, clear, and concise information to the City's leadership and departments with exemplary customer service. Finance Department employees are stewards charged with the safeguarding and oversight of the City's financial assets and resources. The Department strives to provide trust and confidence to internal and external customers, staff, and constituents.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Finance Department:

- Submitted the FY25 audit, marking the second consecutive audit filed on time with the New Mexico Office of the State Auditor;

- Completed the FY26 Annual Operating Budget on time by June 1, 2025, incorporating the implementation of phases three and four of the City-wide Compensation & Classification study that delivered pay increases to hundreds of City employees;

- Instituted updates to the City's Procurement Manual, broadening exemptions, extending the allowed term for professional service contracts, increasing small purchase thresholds, and increasing City Manager approval authority for contract amendments;

- Improved procurement and contracting processes by implementing new centralized Amazon Business account integrated with the City's Munis eProcurement system;

- Implemented the Ron Turley and Associates (RTA) Fleet Management Information System, establishing measurable baselines for preventive maintenance;

- Achieved an honorable mention in 2025 and 2026 for the Top 100 Fleets by the National Association of Fleet Administrators (NAFA);

- Successfully led and executed the fourth citywide vehicle and non-vehicle property auction, driving cross-departmental coordination and operational efficiency, and generating significant revenue that allowed for critically-needed vehicle replacements;

- Upgraded to the Munis Vendor Access system, enabling deeper security with multi-factor authentication, and implemented the Munis Capital Asset Module to modernize tracking of the City's capital assets;

- Established automated email delivery of vendor payment information to help vendors reconcile payments received against the invoice or purchase order (PO) number; and

- Processed City-wide payroll on time while issuing timely year-end W-2 forms.

FY27 Budget Highlights

The Finance Department's proposed FY27 budget decreased by $3.7 million, or 13.9%, from the original FY26 budget. The Department's proposed FY27 General Fund budget increased by $73,814, or 0.8%, from the original FY26 budget. The proposed FY27 budget includes $10 million in debt service and capital costs, including transfers to cover these costs in funds that are not fully self-supporting; $655,000 for audit and accounting support services; $165,000 for fleet management software, and $125,000 for budget management software.

The proposed FY27 Finance Department budget includes funding for 58.4 positions* (58.4 FTE), including 6 positions (6 FTE) in the Finance Administration Division; 18.4 positions* (18.4 FTE) in the Accounting Division; 5 positions (5 FTE) in the Budget Division; 13 positions (13 FTE) in the Fleet Management Division; 6 positions (6 FTE) in the Purchasing Division; and 10 positions (10 FTE) in the Treasury Division.

**The position count is not a whole number due to a split-funded position*

FY27 Goals, Objectives and Key Performance Indicators

The Finance Department's goals for FY27 are as follows:

- Complete the FY26 financial statement and compliance audit by the due date of December 15, 2026, and reduce material weakness findings identified in the audit process to zero;

- Ensure that 100% of critical financial processes are documented, approved, and consistently followed, and maintain complete and accurate financial records through timely and controlled balance sheet reconciliations, with 100% of balance sheet accounts reconciled in all funds on a quarterly basis;

- Implement new budget software (Questica) that will enable greater capabilities in the Budget Office, including better management of operating and capital budgets, improved position budgeting, and a more efficient and effective means of creating and working with budget scenarios;

- Establish a collaboration with the Public Utilities Department's Conservation and Sustainability Division to promote environmentally-friendly fleet assets and operational initiatives citywide;

- Achieve a National Association of Fleet Administrators (NAFA) Top 100 Fleets in the Americas award by the end of FY27;

- Update and modernize the City's Purchasing ordinances, Procurement Manual, and purchasing processes;

- Work with the Public Works and Public Utilities Departments, and all other Departments that manage Capital Improvement Projects (CIP), to improve management and monitoring of ongoing CIP projects;

- Optimize Treasury Division business practices to reduce the cost of City operations ;

- Implement the Bank Reconciliation Module in Tyler Munis to automate reconciliations and improve accuracy and timeliness of financial reporting, and achieve 100% migration of bank accounts into the module, thereby eliminating manual reconciliation; and

- Utilize additional functionality in the City's financial system and other subsidiary systems to support process improvements in procurement, capital assets, grants management, and treasury management.

ADMINISTRATION

VACANT, ASSISTANT FINANCE DIRECTOR

Division Highlights and Key Services

The mission of the Administration Division of the Finance Department is to provide accurate and timely support for all aspects of Finance Department operations.

The Administration Division works to ensure that Finance Department staff produce timely, accurate and relevant financial information for senior staff, the Governing Body, and the public. In line with this goal, the Finance Department will strive to prepare quarterly financial performance reports within 30 days of the end of each quarter, provide reports summarizing revenues and expenditures by department and major categories, with analysis of year-to-date performance, and present the aforementioned reports to the Finance Committee or Governing Body at the next scheduled meeting or as soon as the schedule allows.

ACCOUNTING DIVISION

MATTHEW BONIFER, CHIEF ACCOUNTING OFFICER

Division Highlights and Key Services

The mission of the Accounting Division is to provide timely, accurate, clear, and complete financial information to stakeholders, other City departments and constituents while protecting the City's assets, both real and intangible, thereby ensuring that the City maintains compliance with federal, state and local financial and fiduciary laws.

The Accounting Division endeavors to ensure the timely, accurate, and complete production of financial information in support of decision-making and compliance and strengthen internal controls by resolving audit findings, eliminating repeat issues and formalizing critical financial processes.

BUDGET DIVISION

ANDY HOPKINS, BUDGET OFFICER

Division Highlights and Key Services

The Budget Division serves the City's strategic priorities through budget development that is aligned with the Mayor and Council's priorities. The Division constantly works to provide both short- and long-term financial planning documents and information, thus enabling City-wide planning in a transparent and consistent manner.

FLEET MANAGEMENT

DAVID JARAMILLO, FLEET MANAGER

Division Highlights and Key Services

Fleet Management provides City departments with a comprehensive and extensive array of vehicle services. The Division is committed to delivering safe, efficient, and reliable fleet management services that meet the needs of City stakeholders. Through strong teamwork, disciplined execution, and a focus on continuous improvement, the Fleet Management Division ensures operational excellence, public safety, and responsible stewardship of City resources.

PURCHASING DIVISION

TRAVIS DUTTON-LEYDA, CHIEF PROCUREMENT OFFICER

Division Highlights and Key Services

The Purchasing Division provides services that add value and contribute to the City's success. The procurement team is committed to serving in accordance with best practices and cost-effective approaches in order to meet and exceed internal and external customer expectations.

TREASURY DIVISION

CLARENCE ROMERO, TREASURY OFFICER

Division Highlights and Key Services

The Treasury Division's mission is to protect and safeguard the City's fiscal assets through the collection, deposit and reconciliation of City receipts and the timely reporting of revenues.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
FINANCE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

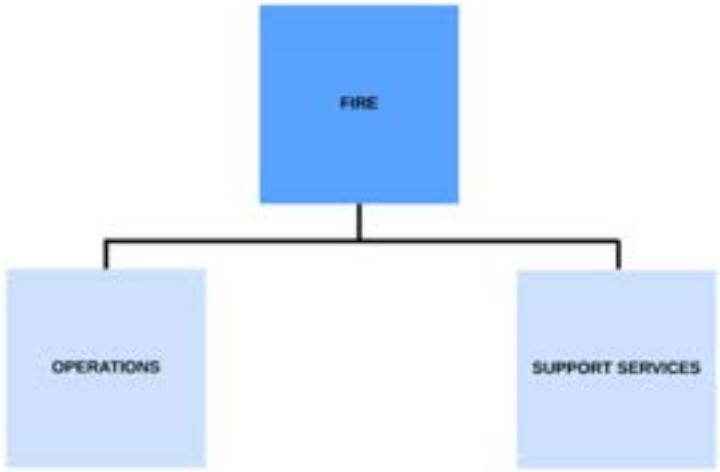
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Finance Administration	1,278,975	1,312,151	1,601,441	1,893,305	291,864	18.2%
Accounting	5,383,862	3,706,177	3,097,808	2,903,443	(194,365)	-6.3%
Budget	18,200,890	23,404,980	16,387,733	12,484,831	(3,902,902)	-23.8%
Fleet Management	1,529,059	1,857,475	1,758,213	1,985,056	226,843	12.9%
Purchasing	1,639,225	963,654	1,031,152	1,203,888	172,736	16.8%
Treasury	1,084,953	1,444,078	2,450,138	2,205,845	(244,293)	-10.0%
TOTAL FINANCE DEPARTMENT	**29,116,965**	**32,688,516**	**26,326,485**	**22,676,368**	**(3,650,117)**	**-13.9%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	4,840,314	5,962,505	6,960,781	7,009,061	48,280	0.7%
Contractuals & Utilities	4,107,679	2,109,544	2,482,700	2,015,000	(467,700)	-18.8%
Repairs & Maintenance	163,798	114,281	250,000	293,000	43,000	17.2%
Supplies	550,829	345,951	574,200	724,400	150,200	26.2%
Insurance	153,994	221,950	197,212	199,681	2,469	1.3%
Other Operating Costs	763,676	729,972	574,603	892,715	318,112	55.4%
Capital Purchases	12,292	85,914	20,000	50,000	30,000	150.0%
Transfers to Other Funds	18,524,383	23,118,399	15,266,989	11,492,511	(3,774,478)	-24.7%
TOTAL FINANCE DEPARTMENT	**29,116,965**	**32,688,516**	**26,326,485**	**22,676,368**	**(3,650,117)**	**-13.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	8,776,466	8,695,902	8,751,208	8,825,022	73,814	0.8%
Capital Equipment Reserve	803,570	52,751	-	-	-	N/A
Lodgers' Tax Fund	93,455	137,562	352,734	177,122	(175,612)	-49.8%
Community Development	-	278	-	-	-	N/A
1/2% GRT Income Fund	17,914,415	22,244,547	15,464,330	11,689,168	(3,775,162)	-24.4%
Services to Other Depts	1,529,059	1,557,475	1,758,213	1,985,056	226,843	12.9%
TOTAL FINANCE DEPARTMENT	**29,116,965**	**32,688,516**	**26,326,485**	**22,676,368**	**(3,650,117)**	**-13.9%**

FIRE DEPARTMENT

SCOTT OUDERKIRK, INTERIM FIRE CHIEF



Mission

The mission of the Santa Fe Fire Department (SFFD) is to safeguard the Santa Fe community by professionally and efficiently preserving life and property through proactive planning, preparation, training, fire prevention, public education, and the delivery of prompt and effective emergency response, all while ensuring sustainable operational effectiveness through dedicated support services.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Fire Department:

- Achieved and maintained the highest level of community risk reduction by completing an updated city-wide Community Risk Assessment, providing fire safety education to 100% of Santa Fe elementary schools and 94% of all City schools, achieved a compliance rate of 95% for annual commercial fire inspections;

- Ensured continuous operational readiness and patient care effectiveness by maintaining a 90% availability rate for critical equipment and medical supplies, and achieved a rapid and

reliable emergency response to critical incidents, including a two-minute turnout time to structural fires;

- Cultivated an exceptional and adaptable workforce by providing 95% of staff sufficient training hours to stay current on required skills throughout the year, and successfully working toward a projected rate of 99% of staff fully trained by the end of FY26; expanding and strengthening the Department's Wellness Program to ensure that 100% of staff received annual medical and physical evaluations, and reducing lost time staff injuries by 10%, with a projected end-of-year rate of 18%;

- Developed and expanded the Department's drone program to support emergency operations and provide training and other resources to extend the program to field personnel;

- Provided over 100 wildland home assessments to help residents prepare for fire season; and

- Strengthened strategic partnerships and regional collaboration by conducting three joint operational exercises with partner agencies and keeping on track to meet the goal of four such exercises, and held interagency coordination meetings with an attendance rate of 100% of key stakeholders.

FY27 Budget Highlights

The Fire Department's proposed FY27 budget increased by $5.1 million, or 14.1%, from the original FY26 budget. The Department's proposed FY27 General Fund budget increased by $4.3 million, or 12.4%, from the original FY26 budget. The proposed FY27 budget includes $1.8 million for the City share of costs associated with the Ambulance Supplemental Payment Program (ASPP), which will lead to better City cost recovery for ambulance services. The proposed FY27 budget also includes $239,000 for replacement of one ambulance, and $400,000 for ambulance medical supplies and associated equipment to help address the rising volume of emergency response calls.

The proposed FY27 Fire Department budget provides funding for 210 positions (210 FTE), including 10 positions (10 FTE) in the Fire Administration Division, 167 positions (167 FTE) in the Fire Operations Division, and 33 positions (33 FTE) in the Support Services Division.

The proposed FY27 budget also includes funding for a collective bargaining reserve for Fire Union personnel totaling $466,866 in the Fire Department's budget, an amount equivalent to a to a 2.5% increase to salary and salary-dependent benefits for Fire Union employees.

Compensation for members of the IAFF Local 2059 will be allocated through the collective bargaining process.

FY27 Goals, Objectives and Key Performance Indicators

The Fire Department's goals for FY27 are as follows:

- Sustain financial responsibility and operational efficiency by completing a full inventory and expanding the Department's replacement schedule to include vehicles and critical EMS/Fire equipment, providing 150 quality wildland home assessments, and enhancing infrastructure with construction and facilities improvements at City Fire Stations, with the goal to spend all Legislative facilities improvements funds by the end of the fiscal year;

- Continue to cultivate an exceptional and adaptable workforce by developing a formalized quality assurance and improvement process for EMS operations that prioritizes critical medical calls, and ensure that all operational personnel remain fully trained and receive all required certifications;

- Maintain a first-rate emergency response and readiness posture by achieving a 99% level of availability for critical equipment and supplies, and sustaining rapid and reliable emergency response, including turnout times of two minutes or less, travel time within four minutes, and total response time of eight minutes or less for emergency calls;

- Optimize emergency deployment and response efficiency through strategies focused on improving response times; resource allocation; Computer-Aided Design (CAD) response layers; and vehicle deployment modeling;

- Strengthen strategic partnerships and regional collaboration by enhancing interagency collaboration and training via quarterly joint exercises and at least four joint trainings, collaborating with the Police Department to develop the tactical paramedic program and ensure that Fire staff attend related training on at least a quarterly basis, and continuing to develop the joint Police/Fire drone program by attending quarterly trainings and securing funding to further develop the program; and

- Maintain the highest level of community risk reduction and outreach by promoting fire and life safety education to 100% of Santa Fe elementary school students, achieving compliance for 95% of annual commercial fire inspections, and completing reviews of 80% of commercial building pre-plans and 100% of finished buildings.

FIRE ADMINISTRATION

SCOTT OUDERKIRK, INTERIM FIRE CHIEF

Division Highlights and Key Services

The Administration Division is the core of the Fire Department's executive leadership and administrative operations, supporting all staff members of the Department.

Services provided by the Administration Division include personnel management; accounting, budget, procurement, contracts, and financial management; data collection, management, and reporting; records management; information technology services (mobile computing, land mobile radio services, and logistics); and the management of facilities, equipment, apparatus, uniforms and personal protective gear.

FIRE OPERATIONS

SCOTT OUDERKIRK, ASSISTANT FIRE CHIEF

Division Highlights and Key Services

The mission of the Operations Division is to provide a sustainable quality of life now and in the future for the entire Santa Fe community by protecting and preventing the loss of life and property through professional and efficient planning, preparation, training, fire prevention, public education and delivery of emergency services.

SUPPORT SERVICES

MARIO RISSO, ASSISTANT FIRE CHIEF

Division Highlights and Key Services

The mission of the Support Services Division is to enhance operational effectiveness by providing efficient administrative, logistical, and personnel support. This includes strategic planning; training; fleet maintenance; EMS advancements; firefighter health & safety; fire prevention; and community outreach to ensure the highest level of service for the Santa Fe community.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
FIRE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

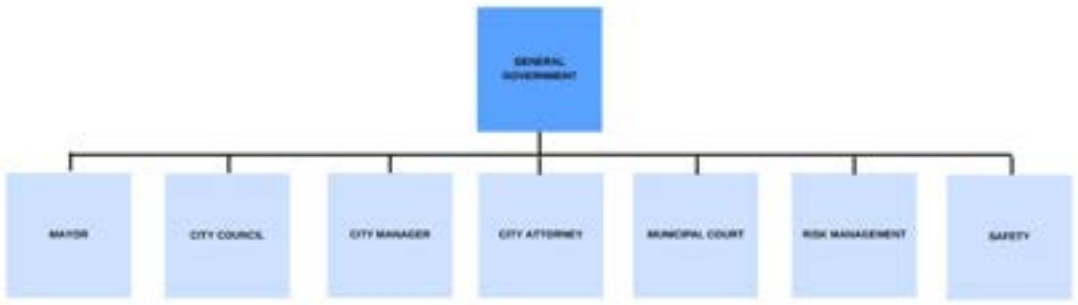
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Fire Administration	4,003,767	5,932,596	3,483,855	6,272,055	2,788,200	80.0%
Fire Operations	20,593,763	25,840,021	25,541,866	27,060,515	1,518,649	5.9%
Support Services	6,226,012	7,637,289	6,877,668	7,630,786	753,118	11.0%
TOTAL FIRE DEPARTMENT	**30,823,543**	**39,409,906**	**35,903,389**	**40,963,356**	**5,059,967**	**14.1%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	25,028,156	28,364,702	29,464,690	30,419,854	955,164	3.2%
Contractuals & Utilities	524,845	539,487	768,885	2,298,318	1,529,433	198.9%
Repairs & Maintenance	140,854	189,036	127,674	154,284	26,610	20.8%
Supplies	1,812,582	1,887,770	1,655,951	2,314,995	659,044	39.8%
Insurance	710,451	876,512	776,875	762,956	(13,919)	-1.8%
Other Operating Costs	1,292,611	3,360,884	2,116,782	3,912,880	1,796,098	84.9%
Capital Purchases	1,101,042	2,753,511	992,532	1,100,069	107,537	10.8%
Debt Service	89,839	214,844	-	-	-	N/A
Transfers to Other Funds	123,163	1,223,161	-	-	-	N/A
TOTAL FIRE DEPARTMENT	**30,823,543**	**39,409,906**	**35,903,389**	**40,963,356**	**5,059,967**	**14.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	29,437,443	36,961,250	34,740,216	39,040,901	4,300,685	12.4%
Emergency Services	1,386,100	1,348,656	1,163,173	1,922,455	759,282	65.3%
Impact Fees Fund	-	1,100,000	-	-	-	N/A
TOTAL FIRE DEPARTMENT	**30,823,543**	**39,409,906**	**35,903,389**	**40,963,356**	**5,059,967**	**14.1%**

GENERAL GOVERNMENT

MICHAEL GARCIA, MAYOR



Mission

General Government ensures leadership, oversight and coordination of all city operations and administration for the benefit of the broader community. The Mayor and City Manager provide support to the Governing Body in setting the overall direction for the City of Santa Fe, including the adoption of budgets, laws and resolutions.

Department Highlights and Key Services

The Mayor's Office plays a critical role in shaping a vibrant, inclusive and thriving community for the citizens of Santa Fe. As the Chief Executive Officer of the city, the Mayor is responsible for a variety of tasks, from the annual budget introduction to representing the city at public events. This multifaceted executive leadership role requires effective decision-making skills and a deep understanding of the needs and concerns of Santa Fe residents.

General Government includes various divisions and functions across several funds: the Mayor's Office, City Council, the City Manager's Office, the City Attorney's Office, the Internal Audit function, Municipal Court, and the Risk Management and Safety Division.

FY27 Budget Highlights

The proposed FY27 budget for General Government increased by $3.3 million, or 15.3%, from the original FY26 budget. The Department's proposed FY25 General Fund budget increased by $1.5 million, or 17.9%, from the original FY26 budget.

The proposed FY27 Mayor's Office budget increased by $66,626, or 10%, from the original FY26 budget. The Mayor's Office is funded entirely by the General Fund. The proposed FY27 budget includes $89,750 for various membership dues, including $37,500 for the New Mexico Municipal League (NMML), and $37,500 for participatory budgeting efforts. The proposed budget also includes funding for 3 positions (3 FTE).

The proposed FY27 City Council budget increased by $201,681, or 27%, from the original FY26 budget. Like the Mayor's Office, the City Council budget is supported entirely by the General Fund. The proposed FY27 budget includes $250,000 set aside for Council support staff; this funding was placed in the contractual services budget pending a final determination of the positions' job duties, salary levels and budgetary impact. The proposed budget also includes funding for 8 positions (8 FTE).

CITY MANAGER'S OFFICE

BRIAN MOYA, INTERIM CITY MANAGER

Department Highlights, Key Services, Recent Accomplishments

The City Manager is the chief administrative officer of the city of Santa Fe and is appointed by the Mayor and confirmed by the Governing Body. The City Manager is charged with implementing the policy decisions of the Governing Body in an effective, efficient, and equitable manner. The City Manager is also responsible for directing the City's departments and providing policy advice to the Governing Body. The majority of services, programs, initiatives and activities found in this budget fall under the purview of the City Manager. Through the Charter and the municipal code, the City Manager has authority over the City's revenues, expenditures and contracts (up to an authorized amount) and responsibility for personnel management for city employees.

The City Manager's Office works to ensure that the overall administration of the city is managed according to Federal, state and city laws and best practices.

Over the past year, the City Manager's Office:

- Supported all departments and divisions, and implemented special initiatives of the city;
- Worked with the Risk and Safety Division staff to manage claims, provide training and risk management initiatives;
- Developed the annual budget proposal in conjunction with the Budget Office staff and city leadership;

- Collaborated with City departments to develop goals, objectives and key performance indicators to provide service delivery metrics;

- Ensured implementation of Governing Body legislation and worked with the Office of Policy and Legislation to develop policy and City programs;

- Managed personnel issues, including disciplinary matters, when they arose to the City Manager's Office; and

- Met with labor unions regularly on employee and organizational matters and participated on the negotiating team for bargaining unit contracts.

FY27 Budget Highlights

The proposed FY27 budget for the City Manager's Office increased by $438,944, or 38.4%, from the original FY26 budget. The City Manager's Office is funded entirely by the General Fund. The City Manager's proposed FY25 budget includes $200,000 for various contracted services and special projects, and provides funding for 5.27 positions* (5.27 FTE).

**The position count is not a whole number due to a split-funded position*

The Internal Audit function is budgeted at $200,000 in FY27. There are no dedicated staff for this function - the Deputy City Manager and Finance Department staff collaborate with the Audit Committee to assist with audit project tracking and reporting. The City utilizes a contract with a professional auditing firm to conduct internal audits on city operations as needed. Following recommendations from the Audit Committee and the Finance Committee, the Governing Body has adopted an annual Audit Plan that identifies the areas of operations that will be reviewed. In FY27, funds are available for an audit of a utility franchisee, per municipal code requirements.

FY27 Goals, Objectives and Key Performance Indicators

The City Manager's Office goals for FY27 are as follows:

- Collaborate with the Mayor, Councilors and departmental leadership to implement adopted goals and objectives and FY27 budget priorities citywide;

- Continue efforts to improve effectiveness, efficiency and customer service of city services, including internal processes;

- Coordinate with the Audit Committee and affected departments to manage the city's internal audit function to ensure follow-through on identified process improvements;

- Facilitate success with new leadership across City departments and direct reports to ensure accountability and effective management within the recently reorganized reporting structure;

- Improve reporting on the status of city projects and the city's financial status for elected officials and the public; and

- Continue efforts to build the Risk and Safety Division's programming, ensuring safety for staff and the public.

CITY ATTORNEY'S OFFICE

MARCOS MARTINEZ, CITY ATTORNEY

Division Highlights and Key Services

The Mission of the City Attorney's Office is to advise, defend, and protect the City and enforce its laws in a timely and just manner.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the City Attorney's Office:

- Prevailed in significant litigation, including:
    - *Hill v. City of Santa Fe*, the first challenge to the City's High-End Excise Tax, in which the New Mexico Supreme Court upheld the Court of Appeals' dismissal of the case on standing, reversing the District Court;
    - *Bruce Throne v. City of Santa Fe*, effectively ending three years of litigation obstructing a 9.6-acre development for up to 28 houses with an affordable housing component;
    - *Educational Retirement Board v. City of Santa Fe*, which challenged the conditions the City imposes for obtaining water service - the City obtained a preliminary decision in its favor, in which the Court denied the Plaintiff's request for judgment;

- Addressed and improved the City's Inspection of Public Records Act (IPRA) production by responding to 10,824 IPRA requests in calendar year 2024 and 7,831 requests in calendar year 2025 – the annual reduction in requests resulted from the creation of an accident reports page that allows the public to avoid filing IPRA requests;

- Collaborated on litigation impacting important City public policy positions, including the achievement of a successful resolution to first challenge to the City's High-End Tax for Affordable Housing, and prevailing on a second challenge to the High-End Tax;

- Continued to defend the City from Federal immigration enforcement, which purports to limit Federal grant terms without congressional authority and in contradiction to the purposes of said grants; and

- Enhanced City professional development through City Attorney's Office (CAO)-led trainings, including Code of Ethics training for over 1300 employees, through 40+ live and zoom sessions; prosecutor training for Animal Control officers; Ethics Code trainings for the Governing Body; Open meetings and IPRA board trainings for the Planning Commission, Historic Districts Review Board, Metropolitan Planning Commission, and Immigration Committee; and IPRA trainings for departments, senior staff, and the Governing Body.

FY27 Budget Highlights

The proposed FY27 budget for the City Attorney's Office increased by $545,025, or 17.3%, from the original FY26 budget. The City Attorney's Office is funded entirely by the General Fund. The proposed FY27 budget includes $300,000 for various contracted legal services, and $12,500 for staff travel and training.

The proposed FY27 budget for the City Attorney's Office includes funding for 22 positions (22 FTE). For FY27, a Public Records Specialist position was transferred from the City Attorney's Office to the Police Department to assist with processing and managing police-related Inspection of Public Records Act (IPRA) requests.

FY27 Goals, Objectives and Key Performance Indicators

The City Attorney's Office goals for FY27 are as follows:

- Continue to defend the High-End Excise Tax for Affordable Housing, land use decisions and any accompanying appeals; and defend a challenge to the City's impact fees in *Las Soleras Center, LLC v. City*;

- Filed a friend of the Court brief in the New Mexico Court of Appeals in the *Sandia Pueblo v. Rio Rancho* and the *NM State Engineer* case, which, if upheld, would jeopardize water transfers to the City of Santa Fe;

- Resolve compliance actions with state and Federal agency regulations, including Airport compliance with Federal Aviation Association (FAA) and Transportation Security Administration (TSA) regulations, and wastewater discharge permit actions with the Environmental Protection Agency (EPA) and the New Mexico Environment Department (NMED);

- Support the Metropolitan Redevelopment Agency in adopting a Metropolitan Redevelopment Plan, and enter into additional disposition and development agreements and exclusive negotiation agreements with developers;

- Complete significant legislative updates, including phase two of the rewrite of the city's land use and development code; and

- Work with the Governing Body to hold more study sessions aimed at improving legislative and programmatic efficiencies throughout the City.

MUNICIPAL COURT

CHAD CHITTUM, MUNICIPAL COURT JUDGE

Division Highlights and Key Services

The mission of the Santa Fe Municipal Court is to administer justice to court participants of Santa Fe in a fair, equitable, efficient, professional and consistent manner.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Municipal Court:

- Contracted with Mesa Vista Wellness as a single source provider for the court's DWI/Drug Court program;

- Continued the Language Access Specialist incentive pay policy;

- Implemented an enhanced assessment process for offenders who are new to the criminal justice system with formalized assessment tools which examines risk, needs and resiliency and connects defendants to meaningful resources within the community, which creates accountability and promotes community safety;

- Implemented an alternative sentencing program for first-time non-DWI offenders; and

- Continued with the Outreach Court program, which allows alternative resolutions in lieu of custody, fines, and fees for precariously housed offenders, and extended program eligibility to veterans, regardless of their housing situation.

FY27 Budget Highlights

The proposed FY27 budget for the Municipal Court increased by $140,768, or 5.9%, from the original FY26 budget. The proposed FY27 budget includes $105,500 for the Municipal Court's DWI Program; $90,000 for security services; and $10,000 for Spanish language and American Sign Language (ASL) interpreters for court cases.

The proposed FY27 budget for the Municipal Court includes funding for 18 positions (18 FTE), including the Municipal Court Judge, an elected position.

FY27 Goals, Objectives and Key Performance Indicators

The Municipal Court's goals for FY27 are as follows:

- Improve courthouse security by mitigating hazards in collaboration with the Office of Emergency Management;
- Encourage professional development via training and education for court staff and the Municipal Court Judge;
- Maintain the Court's collaboration with other agencies and city partners to have warrants entered into the national database;
- Continue to review all inactive cases and take appropriate action;
- Implement the SCORE Program, which offers alternative sentencing for young adults aged between 18 and 25;
- Work with the court's case management system team to provide operational efficiency measures, including improvements in the areas of clearance rates, time to disposition, and age of active pending caseload; and
- Recertify the DWI/Drug Court Program to adhere to updated best practices.

RISK MANAGEMENT AND SAFETY

VACANT, RISK MANAGEMENT AND SAFETY DIVISION DIRECTOR

Division Highlights and Key Services

The mission of Risk Management & Safety is to assist City of Santa Fe employees in the creation of a safer work environment for all employees by working with City departments to efficiently and properly identify, manage, and mitigate hazards and finance risks; to reduce the frequency, severity and associated costs of injuries and claims; and to serve as a resource for the health, safety and well-being of City employees. Risk Management & Safety provides assessments, resources, training, and technical assistance through comprehensive workplace evaluations, high-quality training, timely customer service, and programs and resources to maintain regulatory compliance and protect the City's financial integrity. The Division provides these services with professionalism, communication, coordination and collaboration.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Risk Management and Safety Division:

- Sustained Division operations despite being short staffed, processing general liability claims for constituents and workers compensation claims for City employees;
- Presented the New Employee Safety Orientation and Defensive Driving courses on a bi-weekly basis, and offered 69 safety-related trainings to City employees; and
- Continued distribution of safety supplies and personal protective equipment (PPE) to City employees.

FY27 Budget Highlights

The proposed FY27 budget for Risk Management increased by $1.6 million, or 18%, from the original FY26 budget. The proposed budget for Safety increased by $242,969, or 5.7%, from the original FY26 budget. The proposed FY27 budget includes $9.3 million for various types of insurance claims; $3 million for workers' compensation medical/indemnity payments; and $185,500 for various contracted safety trainings for employees.

The proposed FY27 budget for Risk Management and Safety includes funding for 6 positions (6 FTE).

FY27 Goals, Objectives and Key Performance Indicators

Risk Management and Safety's goals for FY27 are as follows:

- Fill vacancies, rebuild the Safety team, and reorganize the Risk and Safety Office to better align with its responsibilities, while promoting ongoing professional development for team members;

- Assist city departments in the identification of risk, health and safety hazards and non-compliance issues, and assist in resolving those issues through education, monitoring, and problem-solving;

- Develop, implement and maintain comprehensive programs to ensure that the City remains compliant with regulations and industry standards; and

- Reduce the number of preventable accidents and injuries, and reduce both the volume and cost of preventable claims paid by the City.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
GENERAL GOVERNMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Mayor's Office	668,199	406,883	667,169	733,795	66,626	10.0%
City Council	521,385	652,878	747,867	949,548	201,681	27.0%
City Manager	701,546	916,077	1,144,336	1,583,280	438,944	38.4%
City Attorney	2,939,449	3,207,144	3,147,697	3,692,722	545,025	17.3%
Internal Audit	837	173,975	150,000	200,000	50,000	33.3%
Municipal Court	1,964,734	1,934,989	2,377,354	2,518,122	140,768	5.9%
Risk Management	7,196,538	7,395,374	8,684,414	10,248,623	1,564,209	18.0%
Safety	1,949,324	1,991,533	4,298,918	4,541,887	242,969	5.7%
TOTAL GENERAL GOVERNMENT	**15,942,012**	**16,678,851**	**21,217,755**	**24,467,977**	**3,250,222**	**15.3%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	5,502,506	5,644,444	6,556,468	7,207,126	650,658	9.9%
Contractuals & Utilities	1,042,516	1,186,638	1,270,827	2,235,800	964,973	75.9%
Repairs & Maintenance	4,415	12,503	6,775	7,944	1,169	17.3%
Supplies	213,169	231,612	422,928	417,422	(5,506)	-1.3%
Insurance	8,118,866	8,731,916	11,642,810	13,010,307	1,367,497	11.7%
Other Operating Costs	974,726	869,618	1,186,947	1,539,378	352,431	29.7%
Capital Purchases	23,315	-	131,000	50,000	(81,000)	-61.8%
Transfers to Other Funds	62,500	2,120	-	-	-	N/A
TOTAL GENERAL GOVERNMENT	**15,942,012**	**16,678,851**	**21,217,755**	**24,467,977**	**3,250,222**	**15.3%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	6,696,573	7,273,455	8,173,823	9,640,867	1,467,044	17.9%
Law Enforcement	99,577	18,490	60,600	36,600	(24,000)	-39.6%
Risk Management	7,784,261	7,948,567	9,514,876	11,319,574	1,804,698	19.0%
Workers' Compensation	1,361,601	1,438,340	3,468,456	3,470,936	2,480	0.1%
TOTAL GENERAL GOVERNMENT	**15,942,012**	**16,678,851**	**21,217,755**	**24,467,977**	**3,250,222**	**15.3%**

PROPOSED FISCAL YEAR 2027 BUDGET

HUMAN RESOURCES DEPARTMENT

SARAH BOLLETER-GONZALES, INTERIM DIRECTOR OF HUMAN RESOURCES

Mission

The mission of the Human Resources Department is to provide human resources services that promote a work environment that fosters respect, accountability, and trust.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Human Resources Department:

- Negotiated and implemented a new contract between the City of Santa Fe and the American Federation of State, County and Municipal Employees (AFSCME), which resulted in a phased implementation of pay adjustments. In 2026, the city implemented phase two hybrid parity increases, a three percent across the board increase, and finally phase three and four of the hybrid parity increases recommended by the Classification & Compensation study. Additionally, AFSCME employees received a retention incentive of $1,000 and an increase to contractual incentive pay such as bilingual and shift differential pay;

- Worked collaboratively with city departments and divisions to fill vacant positions by hosting several rapid hiring events, which helped to reduce the citywide overall vacancy rate from 20.45% in July 2025 to 18.35% as of March 2026;

- Initiated collaborative hiring efforts with the Santa Fe Community College to provide application submittal training and scheduled targeted hiring events for newly graduated students;

- Successfully implemented a new medical, dental, vision, and life insurance contract with Blue Cross Blue Shield of New Mexico;

- Performed monthly Human Resources User Group (HUG) training for city Administrative Managers and Business Operations Managers on HR processes and the Tyler Munis Human Capital Management System software module; these encourage better cross training, understanding of city processes and effectiveness in the processing of personnel actions; and

- Supported and paid for employees to attend continuing education college-level courses and New Mexico Edge courses (training courses specific to state and local government topics hosted by New Mexico State University) for a total of 141 training sessions and 417 training hours; offered 2282 city-sponsored employee training opportunities to a total of 4,332 participants as of February 2026.

FY27 Budget Highlights

The Human Resources Department's proposed FY27 budget increased by $1.4 million, or 4.4%, from the original FY26 budget. The Department's proposed FY27 General Fund budget increased by $428,891, or 16.5%, from the original FY26 budget. The proposed FY27 budget includes $25.7 million for employee health, dental and life insurance claims and associated costs, and $197,848 for employee tuition assistance and training costs.

The proposed FY27 Human Resources Department budget includes funding for 18 positions (18 FTE). The budget also includes $162,150 for a new HR Information Systems Manager position and associated equipment to enable the City to maximize the Tyler Human Capital Management (HCM) system's capabilities, enhance efficiency and reduce the Department's reliance on outside contractors.

FY27 Goals, Objectives and Key Performance Indicators

The Human Resource Department's goals for FY27 are as follows:

- Collaborate with AFSCME to implement a mentorship program to train and share institutional knowledge;
- Implement a comprehensive city-wide training policy to ensure proper training of employees, supervisors and managers, and to track completion of required and optional training by employees;
- Continue efforts to reduce the city-wide vacancy rate to 15%;
- Finalize the ongoing internal audit of the city's recruitment process and implement recommendations as budget allows; and
- Continue efforts to update the City of Santa Fe Personnel Rules/Regulations and Policies and Administrative Employee Policies to include the solicitation of feedback from City employees.

PROPOSED FISCAL YEAR 2027 BUDGET

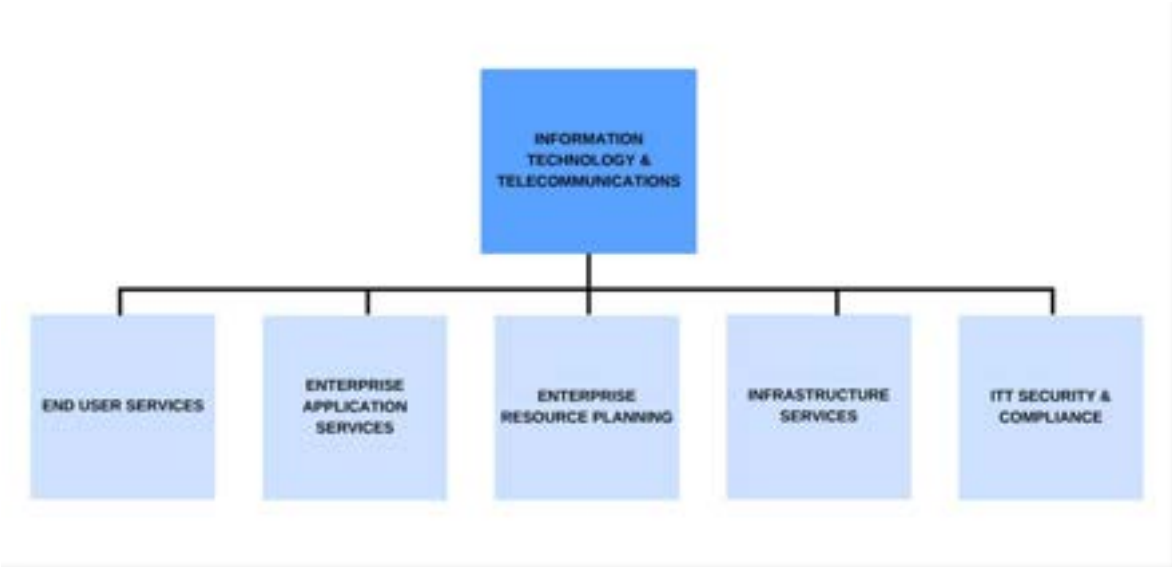
CITY OF SANTA FE
HUMAN RESOURCES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	3,505,379	2,002,176	2,042,177	2,323,886	281,709	13.8%
Contractuals & Utilities	1,369,172	1,232,782	1,442,277	1,613,541	171,264	11.9%
Repairs & Maintenance	-	67	-	-	-	N/A
Supplies	32,950	60,643	115,320	115,320	-	0.0%
Insurance	22,670,557	24,089,218	28,297,999	29,155,109	857,110	3.0%
Other Operating Costs	347,409	324,764	377,220	479,502	102,282	27.1%
Capital Purchases	-	199	-	-	-	N/A
Transfers to Other Funds	75,000	235,405	75,000	96,824	21,824	29.1%
TOTAL HUMAN RESOURCES	**28,000,468**	**27,945,254**	**32,349,993**	**33,784,182**	**1,434,189**	**4.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	4,087,127	2,513,524	2,595,897	3,024,788	428,891	16.5%
Santa Fe Health/Dental	23,834,738	25,398,056	29,678,552	30,683,850	1,005,298	3.4%
Unemployment Claims	78,602	33,673	75,544	75,544	-	0.0%
TOTAL HUMAN RESOURCES	**28,000,468**	**27,945,254**	**32,349,993**	**33,784,182**	**1,434,189**	**4.4%**

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DEPARTMENT

ERIC CANDELARIA, INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DIRECTOR



Mission

The Information Technology and Telecommunications (ITT) Department's mission is to leverage innovative and secure technology to enhance operations, support users, and enable data-driven decision-making, thereby delivering reliable, efficient, and strategic IT services that advance organizational success. The Department strives to leverage IT to drive organizational success and operational excellence; optimize business processes through modern applications; deliver exceptional user support and secure infrastructure; align IT initiatives with strategic goals; enable informed decisions via Geographic Information Systems (GIS) and integrated communications; and maintain high-performance systems and strong data management. The ITT Department is committed to continuous improvement and innovation, the provision of reliable, secure and efficient IT services, and ongoing support of the City's operational needs.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the ITT Department:

- Implemented the new IT project intake process, which provides a standardized system for the City organization to receive, evaluate, prioritize, and approve new project requests, ensuring they align with strategic goals, fit resource availability, and have clear business cases before execution begins, thereby preventing bottlenecks and failure;

- Replaced the City of Santa Fe's outdated intranet as part of a security-driven modernization initiative, thereby addressing critical vulnerabilities, improving system reliability, and providing enhanced user access through a secure, cloud-based solution with modern design and role-based access controls;

- Modernized the IT Service Desk by developing and implementing a modern, sophisticated Information Technology Service Management (ITSM) platform, which represents a strategic investment and critical opportunity to transform the City's IT service delivery through automation, standardization, and enhanced user experience capabilities based on industry best practices;

- Implemented a secondary disaster recovery datacenter complete with daily backups of all systems to include servers and phone system circuits, for ease of restoration in the event of a disaster; and deployed a fully redundant internet infrastructure delivering doubled performance speeds by the end of the current fiscal year; and

- Updated all City devices by utilitzing the Intune system, allowing automated management of workstations and cell phones; in the future, this will also enable easier self-service options including the ability to choose from a list of optional applications to be installed on each device, and will assist in closing security gaps.

FY27 Budget Highlights

The ITT Department's proposed FY27 budget increased by $8.8 million, or 58.7%, from the original FY26 budget. The proposed FY27 budget includes $2 million for computer and network hardware purchases and replacements; $500,000 for Broadcom licensing and infrastructure support for critical infrastructure used throughout the City's technology environment, including virtualization and system management platforms that keep services running reliably; and $90,000 for network penetration testing services.

The proposed FY27 ITT budget includes funding for 44.9 positions* (44.9 FTE), comprised of 5 positions (5 FTE) in the ITT Administration Division; 9 positions (9 FTE) in the End User Services Division; 7 positions (7 FTE) in the Enterprise Application Services Division; 12.9 positions* (12.9 FTE) in the Enterprise Resource Planning Division; and 11 positions (11 FTE) in the Infrastructure Services Division.

**The position count is not a whole number due to a split-funded position*

FY27 Goals, Objectives and Key Performance Indicators

The ITT Department's goals for FY27 are as follows:

- Improve overall customer satisfaction in IT services by reducing resolution times, resolving issues at first contact whenever possible, and delivering consistently high-quality service; by tracking service-level compliance and staff performance, ITT aims to proactively reduce recurring problems and improve user experience;

- Enable digital transformation and business process improvements in order to help departments transition away from manual workflows by introducing smart, efficient digital solutions, integrating core systems and enabling self-service platforms for residents, thereby improving data flow, increasing transparency, and supporting more accessible digital services for both internal and external users; and

- Modernize and secure municipal IT infrastructure, upgrading aging technology and bolstering cybersecurity from networks to endpoints; such efforts will include replacing outdated hardware, improving patch management, expanding monitoring coverage, and accelerating the transition to cloud-ready infrastructure, with the aim to create a resilient, future-proof environment with reduced risk exposure.

ADMINISTRATIVE SUPPORT

KAYLA CONNER, ADMINISTRATIVE MANAGER

Division Highlights and Key Services

The Administrative Support Division (ASD) plays a crucial role in the IT department, providing the necessary support and management functions that allow the IT professionals to focus on technical tasks and initiatives. The Division forms the backbone that keeps the ITT Department running efficiently and effectively. ASD's mission is to execute these responsibilities with the highest level of professionalism and efficiency, thereby reinforcing the City's confidence in the ITT Department's ability to support its technological advancement.

ASD provides essential support services that ensure the smooth operation of the ITT Department. ASD provides a pivotal role in the strategic acquisition of IT resources, ensuring that the City is equipped with the necessary materials, equipment, and services to maintain its technological infrastructure. The ASD provides several key services, including resource management; budgeting and financial management for the Department; vendor management; policy development and compliance; administrative support; and human resources processes.

END USER SERVICES

MICHAEL OLGUIN, END USER SERVICES MANAGER

Division Highlights and Key Services

The End User Services Division (EUSD) is dedicated to delivering excellent IT support and services with a focus on accessibility, productivity and user satisfaction for all city staff. The EUSD is committed to ensuring that every interaction with ITT-supported services is characterized by effectiveness, efficiency, and excellence.

EUSD is committed to ensuring seamless IT experiences for the City's valued users. The Division's comprehensive suite of services encompasses the following key areas: the ITT Service Desk; computer and telecommunications support; mobile support; user guidance; telecommunications support; and hardware/software evaluation.

ENTERPRISE APPLICATION SERVICES

VACANT, ENTERPRISE APPLICATION SERVICES MANAGER

Division Highlights and Key Services

The Enterprise Application Services Division (EASD) is committed to delivering a comprehensive array of cutting-edge business and professional solutions. The Division's mission is to drive the advancement, ongoing maintenance, and robust support of enterprise-scale business applications that are tailored to meet the evolving needs of the City of Santa Fe. EASD is dedicated to fostering innovation, operational excellence, and strategic collaboration to ensure that the City's business applications deliver exceptional value and performance.

EASD offers a comprehensive suite of services designed to optimize the City's business applications. Key services include ERP program management and technical support; alignment of application requirements to business needs; systems analysis and assessment of the feasibility of proposed systems; software application management and expertise; and user education and training.

ENTERPRISE RESOURCE PLANNING

LORRAINE NOBES, ITT ENTERPRISE PROJECT MANAGER

Division Highlights and Key Services

The mission of the Enterprise Resource Planning Division, also known as the Project Management Office (PMO), is to facilitate and enhance IT-related initiatives across city departments. The Division achieves this by evaluating projects in alignment with the City's

strategies and priorities, ensuring that they adhere to standardized project delivery practices. The PMO's goal is to maximize project success, increase efficiency, and deliver impactful outcomes that support the City's overall mission.

The PMO is dedicated to elevating the efficacy of project management across the organization. Division services are meticulously designed to align with the City's strategic vision, ensuring a harmonious integration of IT initiatives. Services provided include strategic resource allocation, data transparency, risk management, project budgetary compliance, and consistent project delivery methodologies.

INFRASTRUCTURE SERVICES

LARRY WORSTELL, INFRASTRUCTURE SERVICES MANAGER

Division Highlights and Key Services

The Infrastructure Services Division (ISD) is committed to delivering exceptional technology infrastructure, network services, and solutions for the City of Santa Fe. ISD's mission includes designing, building, operating, and enhancing robust technology systems. The Division empowers staff to provide outstanding digital experiences to constituents while ensuring effective data management and security. This work contributes to the efficient functioning of the City Santa Fe's digital ecosystem.

ISD plays a pivotal role in ensuring seamless technology operations for the City of Santa Fe. The Division's comprehensive services encompass the following key areas: network infrastructure management, component support, system evaluation and implementation, and public safety radio system support.

SECURITY AND COMPLIANCE

VACANT, ITT SECURITY OFFICER

Division Highlights and Key Services

The mission of the Security and Compliance Division is to safeguard the City's information systems, data and digital services through strong security practices, proactive risk management and adherence to regulatory requirements, thus ensuring resilient operations and public trust.

The Division provides comprehensive oversight and protection for the City's technology environment. Services include cybersecurity monitoring and incident response; risk assessments; policy development and enforcement; regulatory compliance management; data protection and privacy controls; security awareness training; and continuous improvement of security practices. The Division works collaboratively across departments to reduce risk, support

secure innovation and ensure the confidentiality, integrity and availability of City systems and data.

CITY OF SANTA FE
INFORMATION TECHNOLOGY & TELECOMMUNICATIONS - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
ITT Administration	5,208,743	4,644,452	2,466,666	2,495,776	29,110	1.2%
End User Services	870,468	810,534	995,253	1,044,346	49,093	4.9%
Enterprise Application Services	2,254,979	4,904,828	2,752,479	4,961,402	2,208,923	80.3%
Enterprise Project Management	2,305,733	1,258,462	1,688,210	1,707,069	18,859	1.1%
Infrastructure Services	4,866,317	7,123,386	7,116,949	13,629,690	6,512,741	91.5%
TOTAL INFO. TECH. & TELECOMM.	**15,506,239**	**18,741,662**	**15,019,557**	**23,838,283**	**8,818,726**	**58.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	5,337,269	4,754,749	5,754,695	5,852,899	98,204	1.7%
Contractuals & Utilities	1,983,543	2,361,975	2,395,326	7,327,265	4,931,939	205.9%
Repairs & Maintenance	97,865	207,374	171,000	57,032	(113,968)	-66.6%
Supplies	1,246,244	2,312,322	1,943,221	4,379,836	2,436,615	125.4%
Insurance	97,986	199,165	154,947	156,839	1,892	1.2%
Other Operating Costs	3,061,424	5,398,800	2,744,100	4,093,982	1,349,882	49.2%
Capital Purchases	427,312	382,894	498,715	1,088,715	590,000	118.3%
Debt Service	4,596	14,970	-	-	-	N/A
Transfers to Other Funds	3,250,000	3,109,412	1,357,553	881,715	(475,838)	-35.1%
TOTAL INFO. TECH. & TELECOMM.	**15,506,239**	**18,741,662**	**15,019,557**	**23,838,283**	**8,818,726**	**58.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	-	2,487,000	-	-	-	N/A
1/2% GRT Income Fund	3,652,744	500,000	1,598,753	1,549,715	(49,038)	-3.1%
Services to Other Depts	11,853,495	15,754,662	13,420,804	22,288,568	8,867,764	66.1%
TOTAL INFO. TECH. & TELECOMM.	**15,506,239**	**18,741,662**	**15,019,557**	**23,838,283**	**8,818,726**	**58.7%**

METROPOLITAN REDEVELOPMENT AGENCY

CARLY VENDITTI, METROPOLITAN REDEVELOPMENT AGENCY DEPUTY DIRECTOR

Mission

The Metropolitan Redevelopment Agency (MRA) brings real estate acumen and an entrepreneurial approach to redevelopment in the City of Santa Fe. The MRA works with community and real estate experts to promote mission-driven development strategies focused on the economic, social, and environmental health of neighborhoods, districts and the people who live, work, play, and learn there.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Metropolitan Redevelopment Agency:

- Launched the direct disposition of Midtown properties and negotiated three exclusive negotiation agreements (ENAs) for parcels J-1a, J-1b, H-1a, and R-2b; these sites are designated for the Santa Fe Innovation Hub, the Blue Mesa Center for the Arts, and new townhomes;

- Finalized the Midtown Arts and Design Alliance (MADA) Ground Lease and Development Agreement (GLDA), slated for introduction in spring 2026;

- Contracted with an established real estate service company for the competitive disposition of parcels K-1b and Q-1a with a focus on affordable residential development;

- Received unanimous approval from the New Mexico Legislature for the land swap agreement with the state to acquire tracts O, A, B, D, and 3 on and adjacent to the Midtown campus, which is expected to expand opportunities for affordable housing and economic development;

- Procured a world-renowned design-build team to capitalize on the conceptual plans for the redevelopment of the Fogelson Library;

- Worked with the City's consultant on initial steps to designate the Philippe Register-designed buildings including the Fogelson Library complex, Administrative Building, and Greer Garson Theater on the National and State Historic Registers;

- Continued to steward planning initiatives including the Hopewell Mann Neighborhood Stabilization Plan (HMNSP), the Metropolitan Redevelopment Plan, the Greer Garson

Feasibility Study, and the completed Midtown Master Plan amendment, which permits film activity and residential and mixed-use development throughout the Midtown site; and

- Achieved substantial completion of the infrastructure design phase for the Midtown site, with a focus on collaboration with city staff, regional utility partners, and proposed developers.

FY27 Budget Highlights

The Metropolitan Redevelopment Agency's proposed FY27 budget increased by $80,262, or 13.5%, from the original FY26 budget. The proposed FY27 budget includes $202,218 for various contracted services, including project management and commercial property consulting services.

The proposed FY27 budget for the MRA provides funding support for 3 positions (3 FTE). The proposed FY27 budget includes funding reallocated from the frozen MRA Director position and contract reductions for two new positions (an Administrative Manager and a Project Manager) to assist with the MRA's growing responsibilities.

FY27 Goals, Objectives and Key Performance Indicators

The Metropolitan Redevelopment Agency's goals for FY27 are as follows:

- Analyze various funding avenues and phasing strategies to pay for the $77 million dollar investment prior to Tax Increment Financing district (TIF) capitalization, and work with the Purchasing Division to select a general contractor with the expertise and experience with projects at this scale via the Request for Proposals (RFP) process;

- Secure approvals and engage developers in Exclusive Negotiation Agreements (ENAs) for parcels K-1b and Q-1a and seek approval of development and disposition agreements (DDAs) for the Santa Fe Innovation Hub (parcels J-1a and J-1b) and Blue Mesa Center for the Arts (parcel H-1A);

- Continue the demolition of buildings on the Midtown campus that cannot be repurposed or that otherwise inhibit the buildout of horizontal infrastructure, prioritizing Kennedy Residence Hall, Martin Luther King Residence Hall, and Luke Science Center; and

- Develop a phased approach for the bonding, procurement and implementation of the Midtown right of way, utility, and park infrastructure upon completion of the project's design phase.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	95,505	280,848	304,396	404,921	100,525	33.0%
Contractuals & Utilities	-	257,769	271,326	202,218	(69,108)	-25.5%
Supplies	2,755	3,966	2,500	6,500	4,000	160.0%
Insurance	-	-	-	13,213	13,213	N/A
Other Operating Costs	578	25	16,333	47,995	31,662	193.9%
Capital Purchases	-	29,040	-	-	-	N/A
TOTAL METRO. REDEV. AGENCY	**98,838**	**571,648**	**594,555**	**674,847**	**80,292**	**13.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Economic Development	98,838	571,648	594,555	674,847	80,292	13.5%
TOTAL METRO. REDEV. AGENCY	**98,838**	**571,648**	**594,555**	**674,847**	**80,292**	**13.5%**

PLANNING AND LAND USE

HEATHER LAMBOY, PLANNING AND LAND USE DIRECTOR



Mission

The Planning and Land Use Department provides expert land use, planning and development guidance and regulation that supports the goals of the community. The Department achieves this by providing creative problem solving and customer service-oriented support and administration related to the City's Land Development Code, building codes and policies. Service is provided to the public with integrity and honesty, solving problems through teamwork and creativity, accepting responsibility and accountability, and promoting equity and inclusion.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Planning and Land Use Department:

- Managed and deployed housing funds to increase affordable housing supply, preserved existing homes, and expanded access to homeownership and rental assistance through strategic investments, partnerships, and support programs;
- Supported partnerships with nonprofits, developers, and public agencies to implement housing solutions that align with Santa Fe's long-term affordability goals;
- Worked to streamline development processes and support zoning changes that facilitate affordable housing construction;
- Completed Phase 1 of the Land Development Code update, which included significant instrumental changes, including affordable housing incentives and a reduction in minimum

parking standards, facilitating the adoption of Phase 1 by the Governing Body on November 19, 2025;

- Finalized and issued the General Plan Assessment Report, which is instrumental in understanding Santa Fe's existing conditions as it relates to the economy, housing, social and City services, and will provide the foundation for the policy development and implementation plan as part of Phase 2 of the project which is currently underway; solicited community engagement resulting in more than 8,000 responses from the community;

- Created and launched a Geographic Information Systems (GIS) - based digital platform known as City Smart to modernize and document Planning archives; the platform includes the residential pipeline, which provides insight into housing development and associated affordable housing starts; access to information on planning projects and other Departmental initiatives; access to information regarding cases under review, along with the associated planner's contact information, and an archive that will be added to the GIS system, enabling constituents to select a parcel and access building permit files;

- Updated the Green Building Code to include multi-family and commercial development, and ushered it through the legislative process in anticipation of a July 2026 adoption date;

- Partnered with the Finance Department to implement Neumo, a short-term rental software, which provides an easier user experience for property owners, more robust enforcement of licensing regulations, and collection and tracking of Lodger's taxes; hosted two community engagement events with over 120 participants to introduce the software; since this introduction over 850 registrations have been received and processed;

- Initiated production of the Development Manual, which is intended to provide a comprehensive guide for Planning & Land Use services, providing an opportunity to improve the efficiency of current processes; completed the stakeholder engagement phase of the project and began formulating recommendations based on feedback received in this phase;

- Continued the Department's ongoing emphasis on training and career development by supporting multiple employees in obtaining additional building code certifications and internal promotions; and

- Worked to configure and implement the OpenGov software system to support business licensing, planning, permitting, inspections, short-term rental and code enforcement functions, while analyzing and updating processes to improve efficiency.

FY27 Budget Highlights

The Planning & Land Use Department's proposed FY27 budget increased by $1.6 million, or 9.6%, from the original FY26 budget. The Department's FY26 General Fund budget increased by $1.7 million, or 13.9%, from the original FY26 budget. The proposed FY27 budget includes $4.3 million for affordable housing subsidy payments; $1.1 million for General Plan and Land Development Code updates; $260,000 for homeownership support services; $100,000 for third party plan review services; $90,000 for Technical Review support services; and $48,000 for permit and plat digitization services.

The proposed FY27 Planning & Land Use Department budget includes funding for 69 positions (69 FTE), including 10 positions (10 FTE) in the Administration Division; 6 positions (6 FTE) in the Affordable Housing Division; 10 positions (10 FTE) in the Building Permits Division; 8 positions (8 FTE) in the Enforcement Division; 5 positions (5 FTE) in the Historic Preservation Division; 16 positions (16 FTE) in the Inspections Division; 7 positions (7 FTE) in the Planning Division; and 7 positions (7 FTE) in the Technical Review Division. The proposed budget also includes funding for two new Project Manager positions and associated equipment in the Affordable Housing Division, and additional funding for a previously-frozen Engineer position, to assist with the Department's service delivery and ongoing initiatives.

FY27 Goals, Objectives and Key Performance Indicators

The Planning and Land Use Department goals for FY27 are as follows:

- Improve management and deployment of housing funds to maximize impact, increase efficiency in capital deployment, and accelerate support for affordable housing projects;

- Expand partnership and collaboration with developers, nonprofits, and public agencies to drive innovative and effective affordable housing solutions;

- Advance housing policies and zoning reforms to support the development of more affordable units and address the city's housing needs;

- Finalize the Santa Fe Forward General Plan Update, which includes an implementation plan that will carry out policy priorities and associated programs or projects;

- Initiate Phase 2 – Key Issues of the Land Development Code update and complete the adoption of the first round of code changes, including the Wildland/Urban Interface code update (in partnership with the Wildland team of the Fire Department), massage parlor regulations (in partnership with the Police Department), and the Street Design Guide (in

partnership with the Public Works Department and Metropolitan Planning Organization) by the fourth quarter of 2026;

- Expand and refine digital tools, incorporating continued development of the digital platform, ongoing scanning of paper files, and testing and completion of e-review implementation;

- Improve guidance and consistency in planning processes through the creation of a comprehensive Development Manual, including a critical look at how the Department currently operates and how processes can improve, and a Land Use Policy and Interpretation Manual to support both public users and staff;

- Streamline internal processes by conducting a review of land development workflows to identify efficiencies tied to the rollout of new guidance tools;

- Strengthen staff capacity with continued professional development and training across the Department;

- Continue the process of digitizing Planning & Land Use archives for upload to the City Smart website to enable public access to case files from previous approvals;

- Sustain community communication through the quarterly Planning & Land Use newsletter and transparent engagement on updates and projects;

- Achieve an immediate reduction of two weeks for all building permit review timelines via implementation of the e-review process, providing an avenue for better communication between the Department and the public; and

- Update the Santa Fe Acequia Study, providing more accurate mapping of acequias and laterals, illustrating both historic and active acequias, and informing site design for proposed development projects in these key cultural resource areas.

AFFORDABLE HOUSING

FAVIOLA CHAVEZ, AFFORDABLE HOUSING DIRECTOR

Department/Division Highlights and Key Services

The Affordable Housing Division works to expand and preserve housing opportunities that are accessible, sustainable, and affordable for all Santa Fe residents. The Division's mission is to support housing supply, facilitate strategic investments, and collaborate with public and private partners to ensure that individuals and families can secure stable housing that meets their needs.

In FY26 the Office of Affordable Housing was reorganized as a division of the Planning and Land Use Department.

BUILDING PERMITS

RICHARD TRUJILLO, BUILDING DIVISION MANAGER

Department/Division Highlights and Key Services

The Building Permits Division ensures code compliance for the preservation of life, safety, and the general welfare for the people of the City of Santa Fe through the provision of residential and commercial plan review and permit services. The Division is also responsible for administering the Green Building Code.

ENFORCEMENT

JASON SENA, ENFORCEMENT DIVISION MANAGER

Department/Division Highlights and Key Services

The Enforcement Division is charged with enforcing the zoning regulations of the Land Development Code and processing business licenses and short-term rentals. The Division also investigates and responds to violations of the City's environmental regulations (Chapter 10 of the Municipal Code), and regulations regarding business registrations or licenses, home occupation businesses, and short-term rentals.

HISTORIC PRESERVATION

GARY MOQUINO, PLANNER MANAGER

Department/Division Highlights and Key Services

The Historic Preservation Division administers the Historic and Archaeological Districts' overlay regulations and educates the public regarding historic preservation. In the course of administering these regulations, the Division consults with applicants, meets with interested parties, and manages the public meetings of the Historic Districts Review Board and the Archeological Review Committee.

INSPECTIONS

BOBBY PADILLA, INSPECTIONS DIVISION DIRECTOR

Department/Division Highlights and Key Services

The Inspections Division safeguards the health, safety, and welfare of the citizens of Santa Fe by inspecting structures under construction to guarantee that they are built according to established

minimum standards for structural, mechanical, plumbing, and electrical work, thus ensuring these structures are safe, sound, and sanitary. The Division is also responsible for investigating zoning and building complaints and violations, and processing short-term rental permits and associated inspections.

PLANNING

DAN ESQUIBEL, PLANNER MANAGER

Department/Division Highlights and Key Services

The Planning Division is responsible for current and future strategic planning. The Division reviews development applications for compliance with the City's Land Development Code and Planning and Land Use Department policies, while providing information, guidance, and the highest possible level of customer service to applicants, neighborhoods, the City's Land Use Boards, and the Governing Body. The Division is also responsible for developing plans and policies to guide the future development of Santa Fe in a manner that addresses the needs of the community, safeguards natural resources, and promotes equity and inclusion throughout the process.

TECHNICAL REVIEWW

DEE BEINGESSNER, DIVISION MANAGER, ENGINEER SUPERVISOR

Department/Division Highlights and Key Services

The Technical Review Division engages in technical review of, and related inspections for, development projects and building permits to ensure compliance with policies and regulations pertaining to grading and drainage; landscaping; escarpment overlay; the Americans with Disabilities Act (ADA); Gunnison’s prairie dog protection; and floodplain management. The Division administers all financial guarantees required for the development of commercial projects and subdivisions. In addition, the Division responds to citizen concerns about drainage, tree removal, and ADA compliance.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
PLANNING & LAND USE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Land Use Administration	2,367,400	3,071,174	2,795,125	3,572,244	777,119	27.8%
Affordable Housing	7,395,395	9,602,417	8,623,080	8,775,829	152,749	1.8%
Building Permit Division	761,270	748,602	918,364	969,734	51,370	5.6%
Enforcement Division	-	230,175	11,120	786,524	775,404	6973.1%
Historic Preservation	512,549	562,682	596,405	615,488	19,083	3.2%
Inspections Division	1,887,809	1,990,066	2,191,763	1,815,092	(376,671)	-17.2%
Planning Division	789,780	1,058,819	1,106,288	1,164,812	58,524	5.3%
Technical Review	514,484	672,511	734,037	910,327	176,290	24.0%
TOTAL PLANNING & LAND USE	**14,228,688**	**17,936,446**	**16,976,182**	**18,610,050**	**1,633,868**	**9.6%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	5,760,345	6,249,650	6,939,025	7,890,242	951,217	13.7%
Contractuals & Utilities	5,890,619	6,811,529	5,721,590	6,078,885	357,295	6.2%
Repairs & Maintenance	-	-	2,549	2,549	-	0.0%
Supplies	76,864	61,622	108,670	79,770	(28,900)	-26.6%
Insurance	231,348	272,503	252,181	253,848	1,667	0.7%
Other Operating Costs	852,821	706,074	717,167	1,069,756	352,589	49.2%
Capital Purchases	723,854	81,525	235,000	235,000	-	0.0%
Transfers to Other Funds	692,837	3,753,544	3,000,000	3,000,000	-	0.0%
TOTAL PLANNING & LAND USE	**14,228,688**	**17,936,446**	**16,976,182**	**18,610,050**	**1,633,868**	**9.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	8,366,438	12,717,660	12,105,390	13,787,841	1,682,451	13.9%
Impact Fees Fund	52,555	73,382	89,689	96,676	6,987	7.8%
Community Development	5,796,083	5,145,153	4,781,103	165,533	(4,615,570)	-96.5%
Affordable Housing Trust	-	-	-	4,560,000	4,560,000	N/A
Historic Preservation	13,650	-	-	-	-	N/A
Land Development	(38)	251	-	-	-	N/A
TOTAL PLANNING & LAND USE	**14,228,688**	**17,936,446**	**16,976,182**	**18,610,050**	**1,633,868**	**9.6%**

Affordable Housing Trust Fund

This special purpose fund is dedicated to supporting the creation and support of affordable housing in the community. Funds are derived from various sources as stipulated in the Municipal Code and the state enabling act. Each year, the City transfers $3 million from the General Fund into this fund. Additional revenues include proceeds from the sale of properties (where half goes to the Economic Development Fund and half is distributed to the Affordable Housing Trust Fund).

Estimated Beginning Fund Balance for FY27	**$5,099,609**
Annual Revenues	
General Fund Transfer	$3,000,000
High-End Excise Tax Collections *	$1,500,000
Infrastructure Loan Payments	$200,000
Payment in Lieu/Alternate Funding	$633,000
Total Resources	**$10,432,609**
Annual Expenses	
Affordable Housing Subsidies	$4,300,000
Homeownership Support Services	$260,000
Total Annual Expenses	**$4,560,000**
Projected Ending Fund Balance for FY27	**$5,872,609**

**Due to ongoing legal challenges, the City is collecting these funds and holding them unspent until further notice.*

In 2027, the City plans to fund contracts for income qualification and other services out of this fund, along with allocations through a competitive process to various agencies and developers that are creating or renovating affordable housing units in Santa Fe.

City staff are not funded out of this source and are supported by the General Fund.

The projected year end fund balance for FY27 is anticipated to be $5,872,609, including the collections for High-end Excise Tax, which are projected to increase to $1,500,000, plus a reserve of $250,000.

PROPOSED FISCAL YEAR 2027 BUDGET

POLICE DEPARTMENT

THOMAS GRUNDLER, INTERIM CHIEF OF POLICE



Mission

The mission of the Police Department is to provide City of Santa Fe residents and guests with a safe environment in which to live, work, and visit through professional service and quality policing. The Department endeavors to foster open communication, mutual respect, absolute trust, integrity, and justice within our community by working together to prevent, reduce, and combat crime and illegal activity.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Police Department:

- Launched the Axon Records system ahead of schedule; this system has shown to be much improved from the Department's previous platform, and will continue to show improvements as the Department migrates legacy data;

- Made improvements to recruitment efforts and expanded community outreach, which reduced the police officer vacancy level to 16 positions; this has allowed Detectives and Traffic Officers positions to be filled and to support Patrol Officers;

- Worked to update current policies and draft new policies, allowing the Department to begin the process of achieving accreditation with the New Mexico Municipal League;

- Fully staffed the Crime Scene Unit and endeavored to achieve staff certification, reducing the time needed for police officers to be on scene and allowing them to return to the field to handle priority calls, and thereby contributing to successful prosecutions of criminal cases;

- Conducted multiple operational plans for fugitive apprehension and proactive measures for stolen motor vehicles and shoplifting; re-established communication and networking with the New Mexico Organized Retail Crime Association (NMORCA) and executed successful operations with their teams; and worked to address cold cases;

- Planned and staffed Police coverage for 41 events, including Zozobra; Fiestas; 4th of July; the Presidential Election; the Fall Blitz and multiple driving while intoxicated (DWI) checkpoints;

- Achieved the lowest sustained vacancy rates for police officer positions in 20 years due to the diligent efforts of the Recruiting Unit, reaching a level of three Police Officer vacancies, while vacancy levels have remained below six positions since then; also, professional staff vacancies were reduced to six positions;

- Completed Pursuit Intervention Technique (PIT) training for all sworn staff, conducted by the Training Unit; this augments an array of operational techniques adopted by sworn SFPD staff, including deployment of Stop Sticks and vehicle blocking techniques, which provide officers with the tools they need to minimize the risk of dangerous offenders attempting to elude police in a vehicle; and

- Increased staffing levels in the Records Unit, adding two supervisor positions and four project specialists, to help the Department remain in compliance with strict quality control requirements for crime reporting and the discovery process for court processes.

FY27 Budget Highlights

The Police Department's proposed FY27 budget increased by $5.7 million, or 13.6%, from the original FY26 budget. The Department's proposed FY27 General Fund budget increased by $3.2 million, or 8.7%, from the original FY26 budget. The proposed FY27 budget includes $1.3 million for police vehicles (including motorcycles) and associated equipment upfit costs; $1.1 million for a contract with Santa Fe County to house jail inmates; $800,000 for the first phase of a two-year program to replace outdated radios; $750,000 for the speed and noise cameras project; and $535,000 for housing and associated costs for impounded animals at the Santa Fe Humane Society Animal Shelter.

PROPOSED FISCAL YEAR 2027 BUDGET

The proposed FY27 Police Department budget includes funding for 242 positions (242 FTE), including 56 positions (56 FTE) in the Police Administration Division and 186 positions (186 FTE) in the Operations Division. The budget also includes a collective bargaining reserve for Police Union personnel totaling $508,985, an amount equivalent to a 2.5% increase to salary and salary-dependent benefits for Police Union employees. Compensation for members of the Santa Fe Police Officer's Association will be allocated through the collective bargaining process.

The proposed FY27 budget also includes $727,531 for a new Public Information Officer and a Public Records Specialist that was transferred from the City Attorney's Office, plus associated equipment, to assist with processing and managing Inspection of Public Records Act (IPRA) requests involving the Police Department. Together, these positions would enhance the Department's ability to meet statutory deadlines, reduce backlog, and uphold the highest standards of transparency and accountability.

FY27 Goals, Objectives and Key Performance Indicators

The Police Department's goals for FY27 are as follows:

- Maintain Police response times under the national average, reducing average Priority 1 response times to less than seven minutes, reducing average Priority 2 response times to less than 10 minutes, and reducing Priority 3 response times to less than 30 minutes, by ensuring that supervisors and dispatchers are evaluating calls for service in real-time and that officers are deployed in a timely manner, evaluating sworn and non-sworn staffing resources in relation to call volume and response timeframes, and analyzing response times on a monthly basis;

- Continue the transition to the Axon Records system to improve workflow, reduce workload and improve the morale of staff with a capable and efficient records management platform;

- Explore the use of technology to assist with keeping the community safe, to include gunshot detection devices, automated traffic enforcement and use of a drone as a first responder;

- Enhance training to equip Department leaders with the skills and knowledge to conduct thorough and fair investigations, including the School of Police Staff and Command, the Federal Bureau of Investigation (FBI) National Academy, and the FBI Law Enforcement Executive Development Association (LEEDA);

- Fully staff a modern and professional police force, keeping sworn staffing vacancies under 10% by continuing to conduct proactive and consistent recruitment efforts, increasing follow-

up and contact during background process, and maintaining current staffing to focus on recruitment events and background investigations;

- Foster professional development of staff and preparation for leadership positions by tasking the Training Unit to identify and schedule department staff to attend proven leadership and skill development training, in order to ensure a succession plan for Department staff to advance in the organization;

- Maximize efficiency of field staffing resources, achieving and maintaining proactive (self-initiated) calls for service rates of 35% by continuously assessing staffing allocation in relation to high call timeframes and high-call areas, constantly evaluating appropriate team staffing in relation to shift and scheduled assignments, and monitoring support operations staffing for deployment and follow-up to "hot spot" areas;

- Maximize report writing and discovery compliance, maintaining a 100% compliance rate for discovery requests within 7 business days of the initial request by tracking all completed reports, analyzing rejection rates and identifying the stage at which rejection occurred, providing remedial training for staff receiving frequent rejections, tracking all fulfilled discovery requests, and identifying and implementing corrective action on any issues preventing discovery requests from being fulfilled within the 7 business-day timeline;

- Finalize NMML accreditation process, completing the policy review and update process, including the identification and prioritization of policies to be updated, by ensuring that at least 25% of policies are reviewed on a quarterly basis and completing all necessary quarterly policy updates within 90 days; and

- Adopt technology that helps to increase community safety and officer efficiency by identifying issues to be resolved by proposed technology upgrades, designating funding sources for the purchase and implementation of new technology, and working to develop policies related to the oversight and guidance for new technology before its implementation.

POLICE ADMINISTRATION

BEN VALDEZ, DEPUTY CHIEF OF POLICE

Division Highlights and Key Services

The Administration Division provides logistical and administrative support to the Operations Division and is responsible for the day-to-day operations of the Santa Fe Police Department.

PROPOSED FISCAL YEAR 2027 BUDGET

POLICE OPERATIONS

THOMAS GRUNDLER, DEPUTY CHIEF OF POLICE

Division Highlights and Key Services

The mission of the Operations Division is to protect lives, property, and the rights of all people to maintain order and enforce the law impartially.

CITY OF SANTA FE
POLICE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Police Administration	16,998,485	16,018,403	16,292,637	20,641,585	4,348,948	26.7%
Police Operations	22,776,915	25,620,798	25,820,842	27,190,083	1,369,241	5.3%
TOTAL POLICE DEPARTMENT	**39,775,400**	**41,639,201**	**42,113,479**	**47,831,668**	**5,718,189**	**13.6%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	25,612,137	28,966,505	29,652,902	31,900,978	2,248,076	7.6%
Contractuals & Utilities	963,171	1,352,584	1,652,589	2,341,377	688,788	41.7%
Repairs & Maintenance	136,043	185,789	199,571	211,652	12,081	6.1%
Supplies	948,770	992,809	1,048,408	1,169,339	120,931	11.5%
Insurance	1,166,076	1,528,482	1,804,304	1,871,425	67,121	3.7%
Other Operating Costs	6,220,180	5,192,392	6,232,342	8,208,202	1,975,860	31.7%
Capital Purchases	4,729,022	3,420,641	1,523,363	2,128,695	605,332	39.7%
TOTAL POLICE DEPARTMENT	**39,775,400**	**41,639,201**	**42,113,479**	**47,831,668**	**5,718,189**	**13.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	34,491,909	36,470,397	36,813,085	40,028,902	3,215,817	8.7%
Animal Services	64,883	1,001	4,705	5,000	295	6.3%
Law Enforcement	5,218,608	5,167,803	5,295,689	7,797,766	2,502,077	47.2%
TOTAL POLICE DEPARTMENT	**39,775,400**	**41,639,201**	**42,113,479**	**47,831,668**	**5,718,189**	**13.6%**

PUBLIC UTILITIES DEPARTMENT

JESSE ROACH, INTERIM PUBLIC UTILITIES DIRECTOR



Mission

The mission of the Public Utilities Department is to efficiently manage water, wastewater, solid waste, and customer service/billing functions, consistent with federal and state regulations and City policies. The Department provides consistent and reliable service to its customers in order to meet their needs and provide for their quality of life.

The Public Utilities Department is made up of six divisions. The Water, Wastewater, and Environmental Services Divisions (ESD) are each operated within rate-funded enterprise funds. The Utilities Administration, Conservation and Sustainability and Utility Customer Service (UCS) Divisions provide support to and are funded by the Water, Wastewater and ESD Divisions. The newly-created Conservation and Sustainability Division was established in FY26 and is focused on water conservation and reuse, environmental sustainability and the work of Keep Santa Fe Beautiful.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Public Utilities Department:

- Consolidated Utility Operator job descriptions across the Water and Wastewater Divisions and increased compensation to create intradepartmental equity and professional opportunities to attract and retain operators, leading to a significant increase in staffing levels for these Divisions;

- Reorganized the Department by pulling budget and personnel from the Water, ESD and Wastewater Divisions to establish the Conservation and Sustainability Division (CSD) as a centralized location for programs designed to shape a sustainable future for the City of Santa Fe, and remodeled the Carlos Ortega building on Agua Fria Street to house CSD;

- Completed the design phase for the ESD Administrative and Maintenance Facility;

- Added automatic gates to the Agua Fria recycling center to allow access during daylight hours, thereby significantly reducing illegal dumping at that site, and closed an unfenced and largely obscured recycling center off Airport Road that attracted large amounts of illegal dumping;

- Achieved a 20% customer participation rate for the Eye on Water app which monitors customer water use;

- Successfully completed the EPA-mandated compliance plan for Wastewater Management, improved the City's effluent water quality permit compliance level, and posted near-real-time effluent water quality data on the City's website;

- Made significant reductions to the non-personnel budget for the Wastewater Division as the City prepares for future large capital spending needs;

- Completed the $20 million Nichols Dam Outlet Conduit Rehabilitation Project;

- Secured millions of dollars in state and Federal funding to help fund capital improvement needs;

- Enhanced staffing levels and achieved an 18% department-wide vacancy rate; and

- Completed the new monitoring well at the closed Ortiz Landfill.

FY27 Budget Highlights

The Public Utilities Department's proposed FY27 budget decreased by $276,958, or 0.3%, from the original FY26 budget. The proposed FY27 budget includes $6.9 million in the Water Division for the City's share of the Buckman Direct Diversion (BDD) budget; $5.6 million for debt service payments in the Administration, Water and Wastewater Divisions; $5 million in the ESD budget for solid waste disposal fees; $3.6 million for vehicles in ESD, including three solid waste collection vehicles; $2.5 million for contracted support related to the UCS billing system

upgrade; $1.5 million in engineering services in the Water Division; and $1 million in for consulting services to assist in daily financial accounting and the year end audit.

The proposed FY27 Public Utilities Department budget includes funding for 259.7 positions* (259.7 FTE), including 11 positions (11 FTE) in the Public Utilities Administration Division; 10 positions (10 FTE) in the Conservation & Sustainability Division; 67 positions (67 FTE) in the Environmental Services Division; 31.7 positions* (31.7 FTE) in the Utility Customer Service Division; 64.3 positions (64.3 FTE) in the Wastewater Management Division; and 75.7 positions (75.7 FTE) in the Water Division.

**The position count is not a whole number due to split-funded positions*

FY27 Goals, Objectives and Key Performance Indicators

The Public Utilities Department's goals for FY27 are as follows:

- Meet all regulatory requirements for the ESD, Wastewater and Water Divisions, and completely eliminate all regulatory compliance violations;
- Upgrade the wastewater treatment plant to ensure full regulatory compliance at a minimum lifecycle cost;
- Purify wastewater into a safe drinking water resource;
- Complete the draft environmental assessment and engineering design for the San Juan-Chama Return Flow Project, with the goal to achieve project operational status by 2029;
- Begin the process of reducing solid waste flow to the Caja del Rio Landfill by creating a framework for analysis of solid waste flow to the Landfill and Buckman Road Recycling Center;
- Provide accurate and timely billing for utility services by implementing the new utility billing system by October 2026 and developing and tracking standard utility billing metrics targets;
- Implement the City's conservation and sustainability goals including transformation into a carbon neutral city by continuing to develop the new Conservation and Sustainability Division, estimating the City's current carbon footprint, and developing and tracking standard water conservation metrics; and
- Continue to enhance staffing levels and decrease the Department's vacancy rate.

CONSERVATION AND SUSTAINABILITY

CHRISTINE CHAVEZ, CONSERVATION AND SUSTAINABILITY DIVISION DIRECTOR

Division Highlights and Key Services

The Conservation and Sustainability Division (CSD) shapes and supports a sustainable future for the City of Santa Fe.

CSD is a new division within the Public Utilities Department. Programs focused on water conservation efforts, sustainability programs, and the Keep Santa Fe Beautiful function are now housed within one coordinated division. CSD works towards departmental and city-wide sustainability by focusing on conservation and compliance; community engagement and beautification; education and outreach; data and performance tracking; unified communications; and equity and inclusion.

ENVIRONMENTAL SERVICES

DEBORA TRUJILLO, ENVIRONMENTAL SERVICES DIVISION DIRECTOR

Division Highlights and Key Services

The Environmental Services Division (ESD) is committed to the protection of the City's environment and community by collecting solid waste and recyclables in a safe, efficient and responsible manner.

The ESD is the sole-source provider of municipal solid waste collection services from residential and commercial customers in the City of Santa Fe. The Division collects trash and recycling from approximately 34,000 single-family homes and about 2,500 businesses, institutions, and multi-family complexes.

UTILITY CUSTOMER SERVICE DIVISION

JOSEFA BOLDEN, UTILITY BILLING DIVISION DIRECTOR

Division Highlights and Key Services

The Mission of the Utility Customer Service Division is to provide excellent customer service for Santa Fe residents by ensuring accurate billing services and timely collection of all past due accounts. The Division provides a one-stop shop for all utility customer needs that includes water services, environmental services, and wastewater services.

The UCS Division provides prompt and courteous customer service, accurate water meter readings, timely billing for water, refuse, sewer and stormwater services, and proactive collection services for delinquent accounts.

WASTEWATER MANAGEMENT

MICHAEL DOZIER, WASTEWATER DIVISION DIRECTOR

Division Highlights and Key Services

The primary mission and objective of the Wastewater Management Division is to ensure that all sanitary sewage produced within the city's service area is collected, conveyed, and treated in compliance with local, state, and federal regulations and guidelines, and to protect the public's environment, health/safety, and welfare.

The Wastewater Management Division's services include maintenance and repair of the City's wastewater collection system, the Paseo Real Water Reclamation Facility, solids management system, and wastewater re-use facilities. The Division treats approximately five million gallons of sewage produced in the City of Santa Fe's service area in order to protect the public's environment, health, safety, and welfare. Wastewater Management also produces compost and re-use irrigation water to assist public and private industries in mitigating waste and provide a more sustainable future for the City.

WATER OPERATIONS DIVISION

JONATHAN MONTOYA, INTERIM WATER DIVISION DIRECTOR

Division Highlights and Key Services

The Water Operations Division's mission is to provide a safe, reliable, and resilient water supply to meet Santa Fe's needs.

The Water Operations Division delivers safe drinking water to customer meters from two surface water treatment plants and two well fields. The Source of Supply Section manages the Canyon Road Water Treatment Plant and the two well fields, while the BDD Section manages the BDD Water Treatment Plant, which is jointly owned with Santa Fe County. The Transmission and Distribution Section manages the distribution network to deliver water to Santa Fe homes and businesses. The Engineering Section manages capital spending to ensure that the water system is built according to Water Division standards. The Water Resources and Conservation Section works to ensure that Santa Fe will continue to have reliable and resilient water supplies for the foreseeable future.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
PUBLIC UTILITIES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Public Utilities Administration	3,439,284	2,186,009	4,093,704	3,579,549	(514,155)	-12.6%
Conservation & Sustainability	1,683,306	2,996,761	1,863,966	2,461,222	597,256	32.0%
Environmental Services	16,374,733	16,404,095	24,796,557	25,088,574	292,017	1.2%
Utility Customer Service	5,209,828	5,570,280	9,386,993	8,499,202	(887,791)	-9.5%
Wastewater Management	15,020,899	19,010,286	22,709,242	19,143,241	(3,566,001)	-15.7%
Water Operations	33,072,862	28,764,046	37,866,802	41,668,518	3,801,716	10.0%
TOTAL PUBLIC UTILITIES	**74,800,912**	**74,931,476**	**100,717,264**	**100,440,306**	**(276,958)**	**-0.3%**

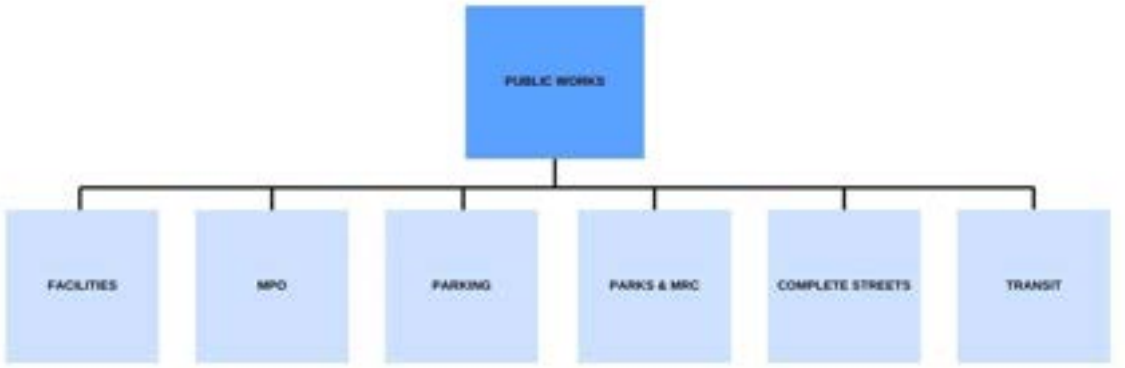
SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	18,419,827	20,857,558	25,224,532	27,312,171	2,087,639	8.3%
Contractuals & Utilities	11,803,762	14,713,448	21,043,173	23,094,615	2,051,442	9.7%
Repairs & Maintenance	3,275,335	4,440,282	5,502,600	2,751,197	(2,751,403)	-50.0%
Supplies	2,494,884	2,702,179	4,476,977	4,279,597	(197,380)	-4.4%
Insurance	1,915,740	1,321,683	1,387,124	2,110,781	723,657	52.2%
Other Operating Costs	26,688,716	19,094,961	19,075,526	18,304,237	(771,289)	-4.0%
Capital Purchases	(16,076)	1,747,318	4,996,700	4,517,500	(479,200)	-9.6%
Debt Service	2,541,386	2,533,711	5,584,253	5,584,408	155	0.0%
Transfers to Other Funds	7,677,338	7,520,336	13,426,379	12,485,800	(940,579)	-7.0%
TOTAL PUBLIC UTILITIES	**74,800,912**	**74,931,476**	**100,717,264**	**100,440,306**	**(276,958)**	**-0.3%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Resource Conservation	957,664	1,028,544	1,576,663	1,051,263	(525,400)	-33.3%
Community Development	21,411	10,132	-	-	-	N/A
Waste Water Management	15,020,899	19,010,286	22,709,242	19,143,241	(3,566,001)	-15.7%
Water Management	34,734,757	31,750,675	39,730,768	41,668,518	1,937,750	4.9%
Environmental Services	16,369,733	16,404,095	24,271,157	25,088,574	817,417	3.4%
Utilities Administration	7,696,448	6,727,744	12,429,434	11,027,488	(1,401,946)	-11.3%
Conservation & Sustainability	-	-	-	2,461,222	2,461,222	N/A
TOTAL PUBLIC UTILITIES	**74,800,912**	**74,931,476**	**100,717,264**	**100,440,306**	**(276,958)**	**-0.3%**

PROPOSED FISCAL YEAR 2027 BUDGET

PUBLIC WORKS DEPARTMENT

SAM BURNETT, INTERIM PUBLIC WORKS DEPARTMENT DIRECTOR



Mission

The Public Works Department is responsible for the planning, operation, and maintenance of the City's civic infrastructure, including streets, parks and open space, facilities, transit, parking, and stormwater systems. These services support daily community life, economic activity, public safety, and environmental stewardship.

The Public Works Department manage both capital and operational programs across multiple systems, including roadway and trail networks, public facilities, transit services, and major public assets such as the Midtown Campus and Railyard. In addition to infrastructure management, the Department plays a key role in regulatory compliance, intergovernmental coordination, and implementation of Citywide priorities.

The Public Works Department consists of the following Divisions: Facilities, Parks and Open Space, Metropolitan Planning Organization (MPO), Municipal Recreation Complex (MRC), Complete Streets and Transit.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Public Works Department:

- Delivered approximately 95 capital and facilities projects totaling $16.9 million, advancing critical upgrades across City buildings and infrastructure;

- Completed major transportation and infrastructure improvements, including roadway reconstruction, pavement rehabilitation, and targeted sidewalk repair programs to improve safety and mobility;

- Advanced traffic operations and safety enhancements, including signal upgrades, detection systems, striping, and signage improvements across the City's transportation network;

- Maintained and improved parks, open space, and recreational assets, including restoration of over 20 acres of turf, large-scale park improvements, and delivery of a 300-event season serving tens of thousands of residents and visitors;

- Achieved measurable improvements in environmental stewardship, including removal of over 20,000 pounds of waste from rivers and arroyos and implementation of stormwater and green infrastructure initiatives;

- Strengthened transit service delivery and compliance, including completion of Federal Transit Administration (FTA) review requirements and advancement of fleet replacement and infrastructure improvements;

- Advanced Midtown redevelopment efforts, including demolition, infrastructure coordination, and operational support of active facilities and major economic activity;

- Improved facility operations and asset management, including implementation of new data systems and ongoing maintenance across more than one million square feet of City facilities; and

- Enhanced parking system operations and infrastructure, including completion of the Sandoval Garage renovation and continued improvements to safety, access, and customer experience.

FY27 Budget Highlights

The Public Works Department's proposed FY27 budget increased by $8.8 million, or 12.3%, from the original FY26 budget. The Department's proposed FY27 General Fund budget increased by $3.8 million, or 12.5%, from the original FY26 budget. The proposed FY27 budget also includes $3.2 million in debt service payments for the Railyard property, Midtown Campus, and the Parking Division; $2.8 million for the professional operations contract at the MRC's Marty Sanchez Links de Santa Fe (MSL) golf course; $981,300 for contracted security services at various City facilities; and $966,849 in the Complete Streets Division for contracted traffic engineering and maintenance services.

The proposed FY27 Public Works Department budget includes funding for 341.7 positions (340.7 FTE); this includes 5 positions (5 FTE) in the Public Works Administration Division; 55

positions (55 FTE) in the Facilities Division; 3 positions (3 FTE) in the Metropolitan Planning Organization; 88 positions (88 FTE) in the Parks & Open Space Division and Municipal Recreation Complex; 29 positions (29 FTE) in the Parking Division; 53.7* positions (53.7 FTE) in the Complete Streets Division; and 108 positions (107 FTE) in the Transit Division.

**The position count is not a whole number due to split-funded positions*

The proposed FY27 budget includes $755,342 for a new Parks crew, comprising seven positions (one Parks Superintendent, two Parks Maintenance Worker Seniors, and four Parks Maintenance Workers) and associated equipment. This crew is intended to address the need for vegetation management, particularly in the City's medians, and homeless encampment cleanups. Because much of this function is currently performed by contracted labor, the cost of the crew was partially offset by a reduction of $200,000 in contractual services, which will allow the Division to transition from the current contracted service to in-house service delivery without significant disruption.

FY27 Goals, Objectives and Key Performance Indicators

For FY27, the Public Works Department will pursue the following goals:

- Focus on improving the performance and reliability of the City's infrastructure systems, strengthening operational capacity, and delivering capital investments aligned with community priorities;

- Advance a more coordinated, data-driven approach to infrastructure management while addressing system constraints related to aging assets, workforce capacity, and regulatory requirements;

- Improve the condition, performance, and long-term sustainability of the City's infrastructure systems through coordinated capital investment, proactive maintenance, and enhanced asset management practices;

- Prioritize reducing deferred maintenance across facilities and infrastructure systems, increasing the effectiveness of roadway and transportation network rehabilitation, and advancing major capital projects across parks, transit, and public facilities;

- Enhance system visibility and decision-making through expanded use of asset management tools and data systems, supporting a more strategic and transparent approach to infrastructure investment;

- Ensure that all Public Works programs, projects, and operations consistently meet regulatory, funding, and safety requirements while reducing organizational risk;

- Maintain compliance with Federal, state, and local requirements across key program areas, including transit operations, stormwater management, and capital project delivery, incorporating timely execution and reporting of grant-funded and legislatively funded projects, completion of required planning and regulatory documents, and strengthening internal coordination to address compliance gaps and audit findings;

- Continue to reinforce safety practices and documentation across all divisions;

- Strengthen workforce capacity, stability, and performance to support reliable service delivery across all Public Works functions;

- Prioritize recruitment and retention in critical operational areas, particularly in field operations and technical roles that directly impact service delivery, focusing on improving staffing levels, expanding training and professional development opportunities, and creating clearer pathways for employee advancement;

- Improve organizational alignment and communication across divisions, ensuring that staff are supported with the tools, systems, and leadership necessary to operate effectively; and

- Initiate a coordinated approach to infrastructure investment, combining capital planning, operational service delivery, and system-level performance improvements across all divisions.

FACILITIES DIVISION

TIM FARRELL, INTERIM FACILITIES DIVISION DIRECTOR

Division Highlights and Key Services

The Facilities Division provides safe, functional, and sustainable facilities that support City operations and public services. The Division is responsible for the full lifecycle management of City-owned facilities, including planning, capital investment, maintenance, and regulatory compliance, ensuring that public assets are accessible, reliable, and fiscally responsible.

The Facilities Division manages and maintains over $500 million in City-owned facilities across more than one million square feet of building space. This portfolio includes City Hall, public safety facilities, libraries, recreation centers, and major public assets such as the Midtown Campus and Railyard. The Division's core services include capital planning and management of project deliverables; preventive and corrective maintenance; facility operations and custodial services; property and asset management; and regulatory compliance and risk mitigation. For FY27, the Facilities Division will focus on transitioning from reactive maintenance to a more structured, portfolio-driven approach to capital planning and asset management.

METROPOLITAN PLANNING ORGANIZATION

ERICK AUNE, MPO OFFICER

Division Highlights and Key Services

The Santa Fe Metropolitan Planning Organization (MPO) comprises member governments including the City of Santa Fe, Santa Fe County, and Tesuque Pueblo. MPO works collaboratively with regional partners and transportation-related agencies to plan, prioritize, and advance transportation investments that improve safety, mobility, and system performance across the region. The MPO provides a forum for public engagement and intergovernmental coordination through regular meetings of the Technical Coordinating Committee and the Transportation Policy Board. The MPO is responsible for development and maintenance of the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP), which identifies federally funded and regionally significant transportation projects.

The MPO leads regional transportation planning and coordination efforts, supporting the City, County, State, and regional partners in developing and implementing transportation strategies and projects. Core functions include long-range planning, programming of federal transportation funds, data analysis, and public engagement. Key services include development and maintenance of the Metropolitan Transportation Plan (MTP); preparation and management of the Transportation Improvement Program (TIP); coordination with the City, Santa Fe County, the New Mexico Department of Transportation (NMDOT), and other regional partners; data analysis and performance monitoring to support transportation decision-making; and public engagement and stakeholder coordination on transportation initiatives. In FY26, the MPO focused on advancing long-range planning, strengthening regional coordination, and securing funding for transportation projects.

PARKS AND OPEN SPACE DIVISION

MELISSA MCDONALD, PARKS AND OPEN SPACE DIVISION DIRECTOR

Division Highlights and Key Services

The Parks and Open Space Division provides safe and inspiring parks, open spaces, and recreational experiences that enhance the quality of life in Santa Fe.

The Parks and Open Space Division manages a diverse portfolio of public assets, including 77 parks, 30 open spaces; 171 miles of trails; the historic Plaza; the 1,200-acre Municipal Recreation Complex (MRC); the Marty Sanchez Links de Santa Fe golf course; 120 miles of roadway medians; and the Santa Fe River and greenway system. The Division is also responsible for stormwater compliance under the City's National Pollutant Discharge Elimination System (NPDES) permit. In FY26, the Division focused on improving service

levels, restoring heavily used assets, advancing environmental initiatives, and supporting high-demand community programming.

PARKING

STEVE KASPAN, PARKING DIVISION DIRECTOR

Division Highlights and Key Services

The Parking Division provides safe, efficient, and accessible parking services that support mobility, economic activity, and the overall functionality of the City, while maintaining a reliable and financially sustainable parking system.

The Parking Division manages the City's parking system, including parking lots and garages, on-street parking, enforcement operations, and associated infrastructure. The Division is responsible for daily operations, revenue collection, facility maintenance, and customer service, while supporting access to commercial areas and public destinations. Core Parking Division services include parking facility operations and maintenance; enforcement of the Uniform Traffic Ordinance (UTO); parking revenue collection and financial management; administration of parking operations for City facilities; contract management; public engagement; and customer service. In FY26, the Division focused on improving facility conditions, strengthening operations, and maintaining consistent service delivery.

COMPLETE STREETS

MARCOS ESQUIBEL, INTERIM COMPLETE STREETS DIVISION DIRECTOR

Division Highlights and Key Services

The Complete Streets Division manages the City's transportation infrastructure system, including streets, sidewalks, drainage systems, and traffic operations. The Division is responsible for engineering review, construction inspection, capital project management, and day-to-day maintenance operations that support safe and efficient mobility throughout the City.

The Complete Streets Division oversees engineering plan review, construction inspection and Customer Relationship Management (CRM) response; traffic engineering and operations, including installation, repairs and maintenance of the City's signals, streetlights, and signs; maintenance of the streets, sidewalks and trails of the City, including snow removal, concrete construction, grading, sweeping, pavement maintenance, and engineering/inspection; capital projects planning and management for roadways and trails; and ADA-compliant infrastructure planning, design, and construction.

TRANSIT

GABRIELLE CHAVEZ, DIRECTOR OF ADMINISTRATION
ANDREW BACA, DIRECTOR OF OPERATIONS AND MAINTENANCE

Division Highlights and Key Services

The Transit Division's mission is to provide transit service in Santa Fe to transport area residents and visitors to their destinations, using low carbon, multi-modal transportation options. The Division manages and operates the City's public transportation system, including the Santa Fe Trails fixed-route bus system, the Santa Fe Pick-Up circulator, and the Santa Fe Ride Americans with Disabilities Act (ADA) paratransit service. These programs provide essential mobility for residents, including seniors, individuals with disabilities, commuters and visitors, while supporting equity, sustainability, and economic activity. In addition to daily transit operations, the Division provides special event services for major City events and maintains compliance with federal and state transportation regulations. In FY26, the Division focused on improving system reliability, advancing capital investments, strengthening compliance, and addressing workforce and fleet challenges.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
PUBLIC WORKS DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Public Works Administration	1,200,030	1,145,485	1,425,488	1,927,735	502,247	35.2%
Facilities Maintenance	12,260,213	20,222,466	15,254,797	19,187,457	3,932,660	25.8%
Metropolitan Planning Organization	434,664	654,398	550,173	555,716	5,543	1.0%
Municipal Recreation Complex	5,051,856	3,723,000	7,843,879	8,391,096	547,217	7.0%
Parking Division	5,541,877	5,594,102	5,996,713	6,363,772	367,059	6.1%
Parks Division	13,918,361	21,194,725	16,247,453	17,846,418	1,598,965	9.8%
Complete Streets Division	18,806,207	19,205,380	11,896,032	12,055,919	159,887	1.3%
Transit	9,573,051	11,842,458	12,529,528	14,214,186	1,684,658	13.4%
TOTAL PUBLIC WORKS	**66,786,259**	**83,582,014**	**71,744,063**	**80,542,299**	**8,798,236**	**12.3%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	21,808,242	25,366,671	27,510,356	31,698,795	4,188,439	15.2%
Contractuals & Utilities	12,433,174	12,206,210	16,264,303	15,853,300	(411,003)	-2.5%
Repairs & Maintenance	2,581,244	2,043,705	3,480,555	3,894,447	413,892	11.9%
Supplies	2,227,847	2,111,226	2,346,667	2,342,596	(4,071)	-0.2%
Insurance	2,315,341	2,022,576	2,166,614	2,025,985	(140,629)	-6.5%
Other Operating Costs	9,130,701	9,620,708	5,629,004	7,279,571	1,650,567	29.3%
Capital Purchases	5,096,536	6,714,553	4,136,032	4,826,640	690,608	16.7%
Debt Service	1,162,381	1,229,231	4,479,000	3,200,447	(1,278,553)	-28.5%
Transfers to Other Funds	10,030,792	22,267,134	5,731,532	9,420,518	3,688,986	64.4%
TOTAL PUBLIC WORKS	**66,786,259**	**83,582,014**	**71,744,063**	**80,542,299**	**8,798,236**	**12.3%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	28,985,909	37,040,272	30,230,696	34,019,021	3,788,325	12.5%
Resource Conservation	168,117	181,508	185,517	-	(185,517)	-100.0%
City Drainage Fund	1,089,736	2,244,125	3,316,540	3,591,329	274,789	8.3%
Impact Fees Fund	2,106,152	1,938,504	-	-	-	N/A
Transportation Grants	501,535	727,456	679,552	1,125,307	445,755	65.6%
Community Development	1,117,260	226,407	-	-	-	N/A
Plaza Use Fund	43,914	126,352	35,500	35,500	-	0.0%
Public Facilities Fund	145,696	-	-	-	-	N/A
Quality of Life	95,696	283,425	251,650	252,650	1,000	0.4%
Streets & Roadways	2,730,650	2,373,138	1,762,470	1,843,090	80,620	4.6%
1/2% GRT Income Fund	4,798,712	11,469,661	4,403,702	7,194,207	2,790,505	63.4%
Railyard Properties	1,397,210	1,201,157	2,787,346	1,993,833	(793,513)	-28.5%
Midtown Campus	4,784,087	4,683,508	4,773,939	5,262,197	488,258	10.2%
Municipal Recreation Complex	3,773,528	3,723,000	4,920,289	5,216,798	296,509	6.0%
Parking	5,541,877	5,594,102	5,996,713	6,363,772	367,059	6.1%
Transit Bus System	9,506,181	11,769,399	12,400,149	13,644,595	1,244,446	10.0%
TOTAL PUBLIC WORKS	**66,786,259**	**83,582,014**	**71,744,063**	**80,542,299**	**8,798,236**	**12.3%**

PROPOSED FISCAL YEAR 2027 BUDGET

REGIONAL AIRPORT DEPARTMENT

JIMMY GUNN, INTERIM AIRPORT DIRECTOR

Mission

The Santa Fe Regional Airport is dedicated to connecting people and communities while honoring the unique cultural heritage and natural beauty of Northern New Mexico. The Airport provides safe, efficient, and sustainable travel options that enhance the visitor experience and support local businesses. The Airport's commitment to environmental responsibility creates a welcoming gateway for residents and visitors alike.

The Regional Airport Department operates and maintains the Airport, which includes managing leases; building and infrastructure maintenance; collaborating with airlines and Fixed Base Operators (FBOs) to ensure high-quality services to the community; compliance with Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) regulations; and pursuing and managing grant funding to support the Airport's operations and capital improvements.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Airport Department:

- Added a retail gift shop at the Santa Fe Airport, generating revenue and enhancing the passenger experience at the airport;
- Submitted and received approval for a Passenger Facility Charge (PFC) application to the FAA, which will generate more revenue for the airport's capital outlay projects; and
- Completed improvements to the Airport's paid parking facilities and collections systems, which will increase estimated revenue from parking operations by a projected $1.2 million in FY27.

FY27 Budget Highlights

The Regional Airport Department's proposed FY27 budget increased by $2.4 million, or 43.8%, from the original FY26 budget. The budget includes $415,000 for Airport Terminal maintenance and repairs; $400,000 for baggage handling improvements; $370,000 for replacement of a forklift and dump truck; and $89,200 for airport software systems including maintenance management software, operations tracking systems, parking lot management software, and audit-related software.

The proposed FY27 Regional Airport Department budget includes funding for 37 positions (37 FTE). For FY27, an Airport Shuttle Driver position was reclassified to an Airport Security

Officer position, and a Custodian position was reclassified to a Mechanic Supervisor I position, to address changing personnel needs at the Airport.

FY27 Goals, Objectives and Key Performance Indicators

For FY27, the Airport Department will pursue the following goals:

- Complete the design phase for the proposed airport access road, a north-northwest extension of Jaguar Drive, and hold community meetings providing additional opportunities for public input, design alternatives submitted by the project consultant, and project cost estimates; grant funding in the amount of $4.5 million has been provided by the State of NM Department of Finance & Administration (NMDFA) for the design phase of this project via a legislative capital outlay appropriation;

- Begin design work for phase two of the Airport Terminal Expansion Project, which is estimated to cost $20 million, and leverage grant funding in the amount of $2,564,100 which has been provided by the NMDFA for this project via a legislative capital outlay appropriation;

- Commence construction and pursue FAA grant funding for the Airport Terminal East Apron Project, which will provide pavement stability and thus allow the apron to hold larger aircraft;

- Complete the Airport Master Plan, which is typically completed every eight to ten years and considers an assessment of existing conditions, aviation demand forecasts, and goals; the plan will envision the future of the Airport, including enplanement estimates, forecasting for general aviation needs, and additional services;

- Increase non-aeronautical/non-airside revenue generation by 10-15%;

- Submit the Airport Security Plan to maintain full compliance with TSA regulatory requirements; and

- Fully complete quarterly performance check-ins and expedite hiring in critical and understaffed areas.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
REGIONAL AIRPORT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	2,614,327	3,574,688	3,772,121	3,778,552	6,431	0.2%
Contractuals & Utilities	1,064,107	337,580	153,700	189,200	35,500	23.1%
Repairs & Maintenance	215,757	268,193	206,000	927,500	721,500	350.2%
Supplies	272,939	659,583	326,000	475,000	149,000	45.7%
Insurance	83,447	139,942	153,021	181,320	28,299	18.5%
Other Operating Costs	2,013,693	2,977,945	701,055	1,032,460	331,405	47.3%
Capital Purchases	80,069	96,340	70,000	1,155,000	1,085,000	1550.0%
Transfers to Other Funds	-	20,634	-	-	-	N/A
TOTAL REGIONAL AIRPORT	**6,344,339**	**8,074,904**	**5,381,897**	**7,739,032**	**2,357,135**	**43.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Airport Fund	6,344,339	8,074,904	5,381,897	7,739,032	2,357,135	43.8%
TOTAL REGIONAL AIRPORT	**6,344,339**	**8,074,904**	**5,381,897**	**7,739,032**	**2,357,135**	**43.8%**

PROPOSED FISCAL YEAR 2027 BUDGET

TOURISM SANTA FE

RANDY RANDALL, EXECUTIVE DIRECTOR, TOURISM SANTA FE



Mission

Tourism Santa Fe's mission is to promote economic development through tourism by positioning Santa Fe as a world-class destination that offers leisure and business travelers unique and authentic experiences in a memorable, beautiful, and culturally- and historically-significant setting.

Department Highlights, Key Services, Recent Accomplishments

Over the past year, the Tourism Department:

- Heightened the profile of Santa Fe as a tourism destination with the city ranking in Travel and Leisure Reader's Choice Poll as the top US city destination and #19 in the world ranking; Santa Fe was the only U.S. city to make the top 25 world list, and continued to be the second-most desired small city destination in the United States in the Conde Nast Reader Poll;

- Secured more than $27 million in earned media coverage for calendar year 2025, representing an $4.4 million or 18.9% increase over calendar year 2024;

- Continued the strong occupancy rates in hotels and short-term rentals, generating over $17.5 million in lodgers' tax collections;

- Maintained high occupancy and rates in hotels and short-term rentals, generating over $18 million in lodgers' tax collections;

- Successfully hosted 228 meetings and events in the CCC, resulting in the use of the facility for 285 days or 80% of the year;

- Attended 21 trade and travel shows with the department's sales team;

- Continued the security effort in the historic district, with positive results documented by hotel and retail partners; and

- Received the Leadership in Energy and Environmental Design (LEED) Gold Operations and Maintenance for Existing Buildings award.

FY27 Budget Highlights

The Tourism Department's proposed FY27 budget increased by $2 million, or 12.4%, from the original FY26 budget. The proposed FY27 budget includes $5.1 million for advertising and promotion of Santa Fe as a tourist destination and marketing for the Community Convention Center (CCC), $772,000 to promote and support various community events including Art Week, Dia de los Muertos and the Plaza Music Series, and $815,000 for security services, including $500,000 for the downtown security contract. The budget also includes one-time funding for the 250th Independence Day fireworks and drone show.

The proposed FY27 Tourism Department budget includes funding for 49 positions (49 FTE), comprised of 25 positions (25 FTE) at the Community Convention Center, and 24 positions (24 FTE) in the Visit Santa Fe Division. The budget includes $116,779 in funding for a new Assistant Operations Manager and associated equipment to address critical operational needs at the Convention Center.

FY27 Goals, Objectives and Key Performance Indicators

For FY27, the Tourism Department will pursue the following goals:

- Maintain Lodger's Tax collections above $18 million;

- Continue the advertising campaign that has played a significant role in maintaining strong levels of visitation to Santa Fe at the current record hotel and Short-Term Rental occupancy, increasing funding for this effort from $4.2 million to $5.1 million;

- Work with the Santa Fe Regional Airport and Fly Santa Fe to maintain strong passenger loads and keep the increased flight levels achieved in FY26;

- Complete the renovation of the second-floor terrace to more than double the usable area and create a link to the ground floor courtyard;

- Support the City's efforts to minimize the impact of the homeless on our most visible tourism areas of the city; and

- Work with the Planning and Land Use and Finance Departments to improve the management of short-term rentals and collection of Lodger's Tax.

COMMUNITY CONVENTION CENTER

MELANIE MOORE, CONVENTION CENTER OPERATIONS MANAGER

Division Highlights and Key Services

The Community Convention Center's mission is to offer outstanding facilities and services for business meetings, public gatherings, social events, and City meeting needs.

The Division's services include planning support, setting up and tearing down for meetings and events, facility maintenance, ongoing facility upgrades, and coordination of third-party service providers.

VISIT SANTA FE

DAVID CARR, DIRECTOR OF SALES AND JORDAN GUENTHER, MARKETING DIRECTOR

Division Highlights and Key Services

Visit Santa Fe's mission is to increase hotel and short-term rental occupancy through effective marketing to leisure travelers and direct sales efforts to groups and business meetings. The Division also seeks to support and/or create events and programs that enhance visitation.

Services provided by the Division include the management of advertising; public relations; social media; direct group sales; booking of the CCC; event creation and support; management of Occupancy Tax Advisory Board (OTAB) grants; and operation of the City's visitor centers. The Division also serves as a liaison to the Film Commission and Sister Cities Committee.

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
TOURISM SANTA FE - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Santa Fe Civic Center	5,919,304	7,321,648	8,605,275	9,368,057	762,782	8.9%
Visitors Bureau	5,807,609	7,261,247	7,663,875	8,910,731	1,246,856	16.3%
TOTAL TOURISM SANTA FE	**11,726,913**	**14,582,895**	**16,269,150**	**18,278,788**	**2,009,638**	**12.4%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	3,386,663	3,986,931	4,136,679	4,340,017	203,338	4.9%
Contractuals & Utilities	1,295,969	2,153,482	2,241,100	2,618,700	377,600	16.8%
Repairs & Maintenance	136,189	132,177	186,000	198,040	12,040	6.5%
Supplies	220,193	216,412	224,950	873,482	648,532	288.3%
Insurance	137,973	171,541	164,531	168,743	4,212	2.6%
Other Operating Costs	5,981,009	7,224,868	6,049,807	7,564,669	1,514,862	25.0%
Capital Purchases	65,843	119,033	1,350,000	595,000	(755,000)	-55.9%
Debt Service	450,787	396,625	1,758,386	1,761,148	2,762	0.2%
Transfers to Other Funds	52,286	181,826	157,697	158,989	1,292	0.8%
TOTAL TOURISM SANTA FE	**11,726,913**	**14,582,895**	**16,269,150**	**18,278,788**	**2,009,638**	**12.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Lodgers' Tax Fund	5,807,609	7,261,247	7,663,875	8,910,731	1,246,856	16.3%
Santa Fe Convention Center	5,919,304	7,321,648	8,605,275	9,368,057	762,782	8.9%
TOTAL TOURISM SANTA FE	**11,726,913**	**14,582,895**	**16,269,150**	**18,278,788**	**2,009,638**	**12.4%**

VI. GLOSSARY OF TERMS AND ABBREVIATIONS

ACCOUNT - An entity for recording specific revenues or expenditures, or for grouping related or similar classes of revenues and expenditures and recording them within a fund or department

ACCOUNTING SYSTEM - The total set of records and procedures that are used to record, classify, and report information on the financial status and operations of the entity (See also Accrual Basis of Accounting, Modified Accrual Basis of Accounting, and Cash Basis of Accounting)

ACCRUAL BASIS OF ACCOUNTING - The method of accounting under which revenues are recorded when they are earned (whether or not cash is received at the time) and expenditures are recorded when goods and services are received (whether cash disbursements are made at the time or not)

ACTIVITY - Departmental efforts that contribute to the achievement of a specific set of program objectives; the smallest unit of the program budget

AD VALOREM TAXES - Commonly referred to as property taxes levied on both real and personal property according to the property's valuation and the tax rate

ADOPTED BUDGET - A financial plan for the fiscal year beginning July 1

ALLOT - To divide an appropriation into amounts that may be encumbered or expended during an allotment period

ANNUALIZE - To calculate the value of a resource or activity for a full year

APPROPRIATION - An authorization made by the City Council that permits the City to incur obligations and to make expenditures of resources

ARBITRAGE - The practice of taking advantage of a price difference between two or more markets

ASSESSED VALUATION - A value established on real and personal property for use as a basis for levying property taxes (Note: In New Mexico, property values are established by the County)

ASSESSMENT RATIO - The ratio at which the tax rate is applied to the tax base

ASSET - Property owned by a government or other entity that has a monetary value

ATTRITION RATE - Staffing vacancy rate in a department above the normal turnover rate as the result of retirements

AUTHORIZED POSITIONS - Employees positions that are authorized in the adopted budget to be filled during the year

AVAILABLE (UNDESIGNATED) FUND BALANCE - Funds remaining from the prior year that are available for appropriation and expenditure in the current year

BALANCED BUDGET - A budget where expenditures are equal to revenues

BEGINNING FUND BALANCE - The balance available in a fund from the end of a prior year for use in the following year

BOND - A written promise to pay a sum of money on a specific date at a specified interest rate (Note: Interest payments and the repayment of the principal are detailed in a bond ordinance)

BOND REFINANCING - The payoff and re-issuance of bonds, usually to obtain better interest rates and/or bond conditions

BUDGET - A financial plan embodying an estimate of proposed expenditures and the proposed means of financing them, usually for a single fiscal year or period

BUDGET ADJUSTMENT - A procedure to revise a budget appropriation either by the City Council approval through the adoption of a budget resolution or by a City Administrator authorization to adjust appropriations within a departmental division budget

BUDGET ADJUSTMENT REQUEST - A critical step in the formal approval process required before a revision can be made to the budget appropriation (Note: Budget adjustments of $5,000 and under shall be approved by the Finance Director, above $5,000 but no more than $50,000 shall be approved by the City Manager, and above $50,000 shall be approved by the City Council)

BUDGET CALENDAR - The schedule of key dates an entity follows in the preparation and adoption of the budget

BUDGET DOCUMENT - The official writing statement prepared by the Budget Office and supporting staff

BUDGET MESSAGE - The opening section of the budget that provides readers with a general summary of the most important aspects of the budget, including changes from the current and previous fiscal years and recommendations made by the City Manager

BUDGET ORDINANCE - The legal means to amend the adopted budget through recognizing revenue increases or decreases; transferring funds; decreasing funding of a fund or department; or providing supplemental funding to a fund or department or for the establishment of a new capital project (Note: The City Council adopts or rejects all budget ordinances)

BUDGETARY BASIS - Refers to the accounting method used to estimate financing sources and uses in the budget

BUDGETARY CONTROL - The management of a government in accordance with the approved budget for the purpose of keeping expenditures within the limitations of available appropriations and resources

BUSINESS UNIT - A cost accounting unit covering a City department, capital project, or fund

CALENDAR YEAR - The twelve-month period beginning January 1 and ending December 31

CAPITAL ASSETS - Assets of significant value and having a useful life of several years (also known as Fixed Assets.)

CAPITAL BUDGET - A capital project financial expenditure plan

CAPITAL IMPROVEMENT - Any significant physical acquisition, construction, replacement, or improvement to a City service delivery system that has a cost of $5,000 or more and a minimum useful life of two years

CAPITAL IMPROVEMENT PLAN (CIP) - The process of planning, monitoring, programming, and budgeting over a multi-year period the allocation of capital monies

CAPITAL OUTLAY - One of the expenditures account categories used for the purchase of any item with a cost of $5,000 or more and a minimum useful of two years

CAPITAL PROJECT - A cost accounting method identifying a specific project included in the CIP

CARRY FORWARD - Appropriated funds from the previous or current fiscal year that are appropriated in the next fiscal year

CASH BASIS OF ACCOUNTING - A method of accounting in which transactions are recognized only when cash is increased or decreased

CHARGES FOR SERVICES - Revenues received for services rendered

CHART OF ACCOUNTS - The classification system used by an entity to organize the accounting of various funds, programs, departments, divisions, sources, activities, and items

CITY CHARTER - Legal authority approved by the voters of the City of Santa Fe under the State of New Mexico Constitution establishing the government organization

COLLECTIVE BARGAINING AGREEMENT - A legal contract between the employer and a recognized bargaining unit for specific terms and conditions of employment

COMMODITIES - Expendable items that are consumable or have a short life span such as office supplies, fuel, minor equipment, and asphalt

CONSTANT OR REAL DOLLARS - The presentation of dollar amounts adjusted for inflation to reflect the real purchasing power of money compared to a certain point of time in the past

CONSUMER PRICE INDEX - A statistical description of price levels provided by the U.S. Department of Labor used as a measure of the increase in the cost of living (economic inflation)

CURRENT BUDGET - The original budget as approved by the City Council, along with any carryover encumbrances from the prior fiscal year and any transfers or amendments since July 1

DEBT SERVICE - The amount of revenue that must be provided for payment to insure the extinguishment of principal, interest and fees on City bonds

DEDICATED TAX - A tax levied to support a specific government program or purpose

DEFEASANCE - A provision that voids a bond or loan when the borrower sets aside cash or bonds sufficient enough to service the borrower’s debt

DEFEASE - To void, nullify, or offset a liability or debt

DEFICIT - The excess of an entity’s liabilities over assets, or the excess of expenses over revenues during an accounting period

DEPARTMENT - A major administrative division of the City that indicates overall management responsible for an operation or group of related operations

DEPRECIATION - Expiration in the service life of fixed assets attributable to wear and tear through use and lapse of time, obsolescence, inadequacy or other physical or functional cause

DISBURSEMENT - The expenditure of monies from an account

DIVISION - A sub-unit of a department which encompasses a substantial portion of the duties or activities assigned to a department

EFFECTIVENESS - Sometimes referred to as quality indicators, effectiveness measures the degree to which services are responsive to the needs and desires of customers, how well a job is performed, or how well the intent is being fulfilled

EFFICIENCY - Sometimes referred to as productivity, efficiency measures the unit cost over time, money, or labor required to produce a service

EMPLOYEE (FRINGE) BENEFITS - Contributions made by an employer to meet commitments or obligations for items such as social security, medical coverage, retirement, and other insurance plans

ENCUMBER - To set aside or commit funds for a future expenditure

ENCUMBRANCE - The legal commitment of appropriated funds to purchase an item or service

ENTERPRISE FUND - A fund established to account for operations that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges

ESTIMATED REVENUE - The amount of projected revenue to be collected during an accounting period

EXPENDITURE/EXPENSE - The outflow of funds paid for materials received or services rendered

FAIR MARKET VALUE - The value of an asset in the open market, often used to determine the assessed valuation of real property for tax purposes

FINES AND FORFEITURES - The loss of a right, money, or especially property because of one's criminal act, default, or failure or neglect to perform a duty

FISCAL YEAR - A twelve-month period to which the annual operating budget applies and at the end of which a government determines its financial position and the results of its operations (Note: The fiscal year for the City and State of New Mexico begins July 1 and ends June 30; the federal government's fiscal year begins October 1 and ends September 30)

FIXED ASSETS - Assets of long-term nature that are intended to continue to be held or used, such as land, buildings, furniture, equipment, machinery, and vehicles (also known as Capital Assets)

FROZEN POSITION – A position that is not funded, but still in the Human Resources system so that it can be re-budgeted when funding is available.

FULL-TIME EQUIVALENT - One full-time position funded for a full year or the sum of two or more part-time positions that equal the hours of a full-time position

FUNCTION - A group of related activities aimed at accomplishing a major service or regulatory program for which a government is responsible (e.g., public safety)

FUND - A fiscal and accounting entity with a self-balancing set of accounts recording cash and other financial resources as well as related liabilities and residual equities or balances

FUND BALANCE- The excess of amounts carried over from a prior accounting period plus the difference between revenues received and expenses incurred in the current period

FUNDED POSITIONS - A term referring to the number of authorized positions for which funding is included in a fiscal year budget

GANG RESISTANCE EDUCATION AND TRAINING - A prevention program built around school-based, law enforcement officer-instructed classroom curricula intended as an immunization against delinquency, youth violence, and gang membership

GENERAL FUND - The largest fund within the City, it accounts for most of the financial resources and day-to- day operations of the government not specifically accounted for in other funds

GENERAL OBLIGATION BONDS - Long-term debt instruments issued by State and local governments to raise funds for capital improvements

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES - A collection of commonly-followed accounting rules and standards for financial reporting

GEOGRAPHIC INFORMATION SYSTEM - An integrated system of computer hardware and software used for storage, retrieval, mapping, and analysis of referenced geographic data

GOAL - A statement of broad direction, purpose or intent

GOVERNMENTAL ACCOUNTING STANDARDS BOARD - The source of generally accepted accounting principles used by State and local governments

GRANT - A sum of money given to a person or entity, usually identified for a specific purpose

IMPACT FEE - Payments required by local governments of new development for the purpose of providing new or expanded public capital facilities such as roads, parks, bikeways, trails, police and fire stations, water and wastewater utilities, and drainage

INDIRECT COST - Costs that are not directly accountable to a cost objective, frequently referred to as overhead, general, and administrative expenses

INFRASTRUCTURE - The fundamental facilities and systems serving a local, State or Federal government, such as roads, bridges, tunnels, water supply, sewers, electrical grids, and telecommunications

INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN - Capital projects proposed to be undertaken within the next five fiscal years identifying estimated costs and potential funding sources

INTERGOVERNMENTAL AGREEMENT - An agreement that involves or is made between two or more governments in cooperation to address issues of mutual concern

INTERGOVERNMENTAL REVENUE - Funds received from Federal, State and other local government sources in the form of grants, shared revenues, and payments in lieu of taxes

INTERNAL SERVICE FUND - A fund used in governmental accounting to track goods and services shifted between departments on a cost-reimbursement basis

LEVY - To impose taxes for the support of government activities

LICENSES AND PERMITS - Permission or authorization to do something or use something, usually resulting in a fee imposed upon the holder

LINE ITEM - A specific account used to budget and record revenues or expenditures

LONGEVITY - Employee compensation payments made in recognition of a certain number of years of employment with the same entity

LONG-TERM DEBT - Debt with a maturity date greater than one year from the date of issuance

MANDATE - A requirement imposed by a legal act of the Federal, State, or local government

MATERIALS AND SERVICES - Commodities which are consumed or materially altered when used, such as office or operating supplies, or when a vendor renders a service, such as consulting or in connection with a repair or maintenance of an asset

MEASURE - A plan of action taken to achieve a particular purpose or a standard used to express the size, amount, or degree of something

MILL - A property tax rate based on the assessed valuation of real property, e.g., a tax rate of one mill produces one dollar of taxes on each $1,000 of assessed valuation

MISCELLANEOUS REVENUE - Revenue that is not identified separately in the chart of accounts

MISSION STATEMENT - A formal summary articulating an organization's purpose, identifying the scope of its operations and the kind of product or service it provides

MODIFIED ACCRUAL BASIS OF ACCOUNTING - The method combining the accrual basis of accounting with the cash basis of accounting in which revenues are recognized when they are both measurable and available but expenditures are recognized when a liability is incurred

NOMINAL DOLLARS - The presentation of dollar amounts not adjusted for inflation

OBJECT OF EXPENDITURES - The lowest and most detailed level of expenditure classification, such as electricity, office supplies, asphalt, and furniture

OBJECTIVE - Something to be accomplished in specific, well-defined, and measurable terms, often including a specific timeframe in which the objective will be achieved

OBLIGATIONS - Commitments which a person or entity may be legally obligated to meet

OPERATING BUDGET - A combination of known expenses, expected future costs, and forecasted revenue over the course of a year stated in terms of functional categories and accounts

OPERATING EXPENSES - A category of expenditures an entity incurs as a result of performing operations, such as salaries, employee benefits, contracted services, supplies, and commodities

OPERATING REVENUE - Funds that the government receives to pay for operating expenses

ORDINANCE - A formal legislative enactment by a City Council, having the full force and effect of law within the City boundaries unless it is in conflict with a higher form of law (Note: An Ordinance has higher legal standing than a Resolution)

ORIGINAL BUDGET - The initial adopted budget for an entity that has not been revised or amended

OUTPUT INDICATOR - A unit of work accomplished, without reference to the resources required to do the work (e.g. number of permit issued, or number of arrests made), not necessarily meant to reflect the effectiveness or efficiency of the work performed

PART-TIME EQUIVALENT - A position that is not considered full-time

PAYMENT IN LIEU OF TAXES - A payment made to compensate a government for some or all of the property tax revenue lost due to tax-exempt ownership or use of real property

PERSONAL SERVICES - Salary and wage-related costs of salaried and hourly employees

PILOT - Payment In Lieu Of Taxes

PROGRAM - A group of related activities performed by one or more organizational units for the purpose of accomplishing a function for which the government is responsible

PROJECT NUMBER - A unique identifier of any special activity, especially where specific reporting requirements exist regarding the activity, often used with capital projects or grants

PURCHASE ORDER - A document issued by a buyer to a seller indicating type, quantity, and pricing for a product or service, resulting in an encumbrance in the buyer's accounting records

PURPOSE - A broad statement of goals or objectives specifying the reason for which something exists or is done

RESERVE - An account used to indicate that portion of fund equity which is legally restricted for a specific purpose and is, therefore, not available for general appropriation

RESOLUTION - A special order by the City Council dealing with matters of a special or temporary nature

RESOURCES - The total amount available for appropriation, including estimated revenues, fund transfers, and beginning balances

REVENUE - The yield from sources of income (such as taxes, licenses, fines, etc.) that the City collects and receives into the treasury for current or future use

REVENUE BOND - A municipal bond that finances income-producing projects and is secured by a specified revenue source, such as Gross Receipts Tax

REVENUE ESTIMATE - The funds projected to accrue during an accounting period, whether or not all of it is expected to be collected during that period

SEVEN MAJORS - Crimes reported to the Federal Bureau of Investigation (FBI), including homicide, robbery, motor vehicle theft, aggravated assault/battery, burglary, larceny, and rape

SHARED REVENUE - Taxes collected Federal or State governments that are allocated back to local governments

SINKING FUND - An account used to periodically set aside money for the gradual repayment a debt

SPAN OF CONTROL - The number of subordinates a supervisor has, expressed as a ratio of supervisor to subordinates

SPECIAL ASSESSMENT DISTRICT - The geographical area a government uses to designate a unique tax to help pay for certain public projects

SPECIAL REVENUE FUND - An account established by a government to collect money that must be used for a specific project

STRATEGIC PLAN - A systematic process of envisioning a desired future, translating that vision into broadly defined goals or objectives, and developing a sequence of steps to achieve them

SYSTEM CONTROL AND DATA ACQUISITION - A radio system for monitoring and managing the City's water and wastewater facilities

TAX - A compulsory contribution levied by a government

TAX LEVY - The amount imposed or assessed by a government on a real property owner or on a consumer or seller engaging in a business transaction

TRANSFER IN/OUT - Amounts moved from one fund or department to another

UNENCUMBERED BALANCE - The amount of an appropriation that is neither expended nor encumbered and is, therefore, still available for future use

UNRESERVED FUND BALANCE - The portion of a fund's remaining resources that is not restricted for a specific purpose and is, therefore, available for appropriation

USER FEE - A sum of money paid by an individual choosing to access a service or facility (e.g., swimming pools)

WORKLOAD INDICATOR - A unit of work to be done (e.g., number of permit applications received)

XERISCAPE - A style of landscape design requiring little or no irrigation, often used in arid regions

ABBREVIATIONS

AARP - American Association of Retired Persons
ACA - Affordable Care Act
ADA - Americans with Disabilities Act
ADO - Asset Development Office
AFSCME - American Federation of State, County, and Municipal Employees
AI - Artificial Intelligence
AIS - Annual Information Statement
ALGA - Association of Local Government Auditors
APA - American Planning Association
ARFF - Aircraft Rescue and Firefighting
ARPA - American Rescue Plan Act
ARRA - American Recovery and Reinvestment Act
ASD - Administrative Support Division (ITT Department)
ASE - Automotive Service Excellence
ASL - American Sign Language
ATV - All-Terrain Vehicle
BAR - Budget Amendment Resolution
BDD - Buckman Direct Diversion
BIPOC - Black, Indigenous, Person of Color
BRA - Business Retention & Expansion
BuRRT - Buckman Road Recycling and Transfer station
CAD - Computer-Aided Design
CAF - Corrective Action Fund
CAFR - Comprehensive Annual Financial Report
CAO - City Attorney's Office
CAPER - Consolidated Action and Performance Evaluation Report
CBA - Collective Bargaining Agreement
CC - City Council
CCC - Community Convention Center
CDBG - Community Development Block Grant
CDL - Commercial Driver's License
CEMP - Comprehensive Emergency Management Plan

CERT - Community Emergency Response Team

CIAC - Capital Improvement Advisory Committee

CIP - Capital Improvement Plan (or Capital Improvement Project)

CIPCAC - Capital Improvement Plan Citizen's Advisory Committee

CIPTAC - Capital Improvement Plan Technical Advisory Committee

CISA - Certified Information Systems Auditor

CLG - Certified Local Government

CM - City Manager

CMO - Collateralized Mortgage Obligation

CNG - Compressed Natural Gas

CNT - Crisis Negotiation Team

COD - Chemical Oxygen Demand

COG - Continuity Of Government

COOP - Continuity Of Operations

COLA - Cost Of Living Adjustment

CPO - Chief Procurement Officer

CPR - Cardiopulmonary Resuscitation

CRM - Customer Relationship Management

CRWTP - Canyon Road Water Treatment Plant

CVB - Convention and Visitors Bureau

CY - Calendar Year

DFA -Department of Finance and Administration (State of New Mexico)

DHSEM - Department of Homeland Security and Emergency Management (State of New Mexico)

DOJ - Department of Justice

DOT - Department of Transportation (State of New Mexico)

DPS - Department of Public Safety (State of New Mexico)

DPSA - Department of Public Safety Association

DRT - Development Review Team

DUI - Driving Under the Influence of intoxicating liquor

DVP - Delivery Versus Payment

DWI - Driving While under the Influence of intoxicating liquor or drugs

EAP - Employee Assistance Program

EDAC – Economic Development Advisory Committee
EUSD - Enterprise Application Services Division (ITT Department)
EGRT - Environmental Gross Receipts Tax
EMMA - Electronic Municipal Market Access
EMPG - Emergency Management Performance Grant
EMS - Emergency Medical Services
EMT - Emergency Medical Technician
ENA - Exclusive Negotiation Agreement
EOC - Emergency Operations Center
EOD - Explosive Ordinance Disposal
EOP - Emergency Operations Plan
EPA - Environmental Protection Agency
ERP - Enterprise Resource Planning
ESD - Environmental Services Division
ESWTR - Enhanced Surface Water Treatment Rule
EUSD - End User Services Division (ITT Department)
EVTCC - Emergency Vehicle Technician Certification Commission
FAA - Federal Aviation Administration
FBI - Federal Bureau of Investigation
FBO - Fixed Base Operator
FCC - Federal Communications Division
FDIC - Federal Deposit Insurance Corporation
FEMA - Federal Emergency Management Agency
FF and E - Furniture, Fixtures, and Equipment
FFY - Federal Fiscal Year
FGP - Foster Grandparents
FHWA - Federal Highway Administration
FIDS - Flight Information Display System
FINRA - Financial Industry Regulatory Authority
FT - Full-Time
FTA - Federal Transit Administration
FTE - Full-Time Equivalent
FY - Fiscal Year

GAAP - Generally Accepted Accounting Principles
GAGAS - Generally Accepted Government Auditing Standards
GASB - Governmental Accounting Standards Board
GCCC - Genoveva Chavez Community Center
GFOA - Government Finance Officers Association
GIS - Geographic Information System
GO BONDS - General Obligation Bonds
GOAL - A statement of broad direction, purpose or intent
GPRGC - Grandparents Raising Grandchildren
GPS - Global Positioning System
GREAT - Gang Resistance Education And Training
GRT - Gross Receipts Tax
HPD - Historic Preservation Division
HR - Human Resources Department
HRB - Human Rights Bureau
HUD - U.S. Office of Housing and Urban Development
HVAC - Heating, Ventilation and Air Conditioning
IAIA - Institute of American Indian Arts
IATSE – International Alliance of Theatrical Stage Employees
ICIP - Infrastructure Capital Improvement Plan
IFSAC - International Fire Services Accreditation Congress
IGA - Intergovernmental Agreement
IP - Industrial Pretreatment
IPRA - Inspection of Public Records Act
IRS - Internal Revenue Service
ISACA - Information Systems Audit and Control Association
ISC - Interstate Stream Commission
ISD - Infrastructure Services Division (ITT Department)
IT - Information Technology
ITSM - Information Technology Service Management
ITT - Information Technology and Telecommunications Department
JAG - Justice Assistance Grant
JPA - Joint Powers Agreement

KSFB - Keep Santa Fe Beautiful

LANL - Los Alamos National Laboratory

LED - Light Emitting Diode

LEDA - Local Economic Development Act

LEED – Leadership in Energy and Environmental Design

LEEDA - Law Enforcement Executive Development Association

LEPF - Law Enforcement Protection Fund

LGD - Local Government Division (State of New Mexico Department of Finance and Administration)

LGIP - Local Government Investment Pool

LIHTC - Low Income Housing Tax Credit

LINC - Local Innovation Corridor`

MEG - Mary Esther Gonzales Senior Center

MEP - Mechanical, Electrical and Plumbing

MIH - Mobile Integrated Health

MIHO - Mobile Integrated Health Office

MOU - Memorandum Of Understanding

MOW - Meals On Wheels

MPA - Metropolitan Planning Area

MPO - Metropolitan Planning Organization

MRA - Metropolitan Redevelopment Agency

MRC - Municipal Recreation Complex

MSGP - Multi-Sector General Permit

MSL - Marty Sanchez Links de Santa Fe Golf Course

MSRB - Municipal Securities Rulemaking Board

MTP - Metropolitan Transportation Plan

NASPO - National Association of State Procurement Officials

NCS - National Citizens Survey

NCUA - National Credit Union Administration

NEA - National Endowment for the Arts

NM - New Mexico

NMAC - New Mexico Administrative Code

NMED - New Mexico Environment Department

NMFA - New Mexico Finance Authority
NMGAS - New Mexico Gas Company
NMGL - New Mexico Golf Limited
NMML - New Mexico Municipal League
NMORCA - New Mexico Organized Retail Crime Association
NMRPA - New Mexico Recreation and Park Association
NMSA - New Mexico Statutes Annotated
NMSD - New Mexico School for the Deaf
NMWWA - New Mexico Wastewater Association
NOAA - National Oceanic and Atmospheric Association
NPDES - National Pollutant Discharge Elimination System
NRCS - National Resources Conservation Service
NRPA - National Recreation and Park Association
NSIP - Nutrition Service Incentive Program
NWS - National Weather Service
NYU - New York University
OAH - Office of Affordable Housing
OBG - Office for Business Growth
OED - Office of Economic Development
OEM - Office of Emergency Management
O and M (or O&M) - Operating and Maintenance
OSE - Office of the State Engineer (State of New Mexico)
OTAB - Occupancy Tax Advisory Board
PAM - Privileged Access Management
PARCS - Parking Access and Revenue Control System
P-CARD - Procurement Card
PCR - Police Community Relations
PERA - Public Employees Retirement Association
PILOT - Payment In Lieu Of Taxes
PIO - Public Information Officer
PMO - Project Management Office (ITT Department)
PNM - Public Service Company of New Mexico
PO - Purchase Order

POS - Point Of Sale
POTW - Publically Owned Treatment Works
PPE - Personal Protective Equipment
PRV - Pressure Reducing Valve
PT - Part-Time
PTE - Part-Time Equivalent
PTTMP - Part-Time Temporary
PWD - Public Works Department
QWEL - Qualified Water Efficient Landscaper
RDC - Regional Development Cooperation
RFP - Request for Proposal
RFQ - Request for Quote
ROW - Right of way
RSVP - Retired Senior Volunteer Program
RTCR - Revised Total Coliform Rule
SAD - Special Assessment District
SAFE - Security Assistance for Enterprises
SBDC - Small Business Development Center
SCADA - Supervisory Control And Data Acquisition
SCBA - Self-Contained Breathing Apparatus
SCORE - Service Corp Of Retired Executives
SCP - Senior Companion Program
SEC - Securities and Exchange Commission
SEP - Senior Employment Program
SFBI - Santa Fe Business Incubator
SFCC - Santa Fe City Code or Santa Fe Community College
SFFD - Santa Fe Fire Department
SFFO - Santa Fe Film Office
SFGTV-28 - Santa Fe Government access cable Television channel 28
SFHP - Santa Fe Homes Program
SFPD - Santa Fe Police Department
SFPS - Santa Fe Public Schools
SFSWMA (or SWMA) - Santa Fe Solid Waste Management Agency

SFUAD - Santa Fe University of Art and Design
SIU - Significant Industrial User
SLO - State Land Office (State of New Mexico)
SNAG - Starting New At Golf
SSD - Senior Services Division
SWAT - Special Weapons And Tactics
SWOT - Strengths, Weaknesses, Opportunities, Threats
TAT - TMDL and Assessment Team
TBAR - Technical Budget Adjustment Request
TBBL - Technically Based Local Limit
TEMS - Tactical Emergency Medical Service
TIC - True Interest Cost
TIP - Transportation Improvement Plan
TMDL - Total Maximum Daily Load
TPPR - Third Party Plan Review
TSA - Transportation Security Administration
TSF - Tourism Santa Fe
TSS - Total Suspended Solids
TWAS - Thickened Waste Activated Sludge
UCS - Utility Customer Service Division
UNESCO - United Nations Educational, Scientific and Cultural Organization
UPS - United Parcel Service
UPWP - Unified Planning Work Program
USFS - United States Forest Service
UTO - Uniform Traffic Ordinance
WIPP - Waste Isolation Pilot Plant

APPENDIX A

ADOPTED STRATEGIC GOALS
AND FY27 BUDGET PRIORITIES

CITY OF SANTA FE

Goals and Budget Priorities

Adopted February 11, 2026

Four Year Strategic Goals:

1. City of Santa Fe will serve the whole community by **supporting development of more housing across the continuum of needs, with a focus on affordable and attainable housing.**

2. City of Santa Fe will **invest in improving city systems and infrastructure to ensure efficient and effective use of city resources, which will enhance service delivery and customer service.** This may include streamlining internal processes and procedures, leveraging technology for better asset management, prioritizing data-driven decision making, and recruiting and retaining highly qualified city staff.

3. **City of Santa Fe will work to reduce crime and increase public safety.** This may include ensuring safer streets, crosswalks and corridors, noise and speed enforcement to reduce traffic and pedestrian accidents and to enhance quality of life, and strategic policing efforts to reduce crime and ensure public safety.

FY 27 Budget Priorities: Aligning Expenditures with City Strategic Goals

After discussing the Four-Year Strategic Goals and considering public input from the January 8 community budget workshop, Governing Body members expressed the following as key priorities for the FY27 (2026-27) city budget.

1. **Support Affordable and Attainable Housing**
   Support development of more housing across the continuum of needs, with a focus on affordable and attainable housing, including support for wrap-around services.
   Strategies may include:
   a. Convening and aligning with partners to develop an overall strategy for addressing needs for unhoused individuals and families in our community, including wrap-around/supportive services.
   b. Partnering with the private sector and non-profit developers to encourage development of more affordable housing of various types.

2. **Improve City Efficiency, Effectiveness and Service Delivery**
   Invest in improving city systems and infrastructure to ensure efficient and effective use of city resources, to improve service delivery and customer service. Strategies include:
   a. Identify city processes and procedures that are overly burdensome and unnecessary that can be streamlined and modernized.
   b. Utilize technology tools for asset management to ensure optimal decision-making for care and replacement of city assets (streets, water/wastewater infrastructure, fleet management, facilities and more).
   c. Invest in city staff to reduce turnover, recruit and retain highly qualified personnel, and improve opportunities for advancement and professional development.

3. **Reduce Crime and Increase Public Safety**
   Focus on Measures to Reduce Crime and Increase Public Safety: Programs and projects that focus on enhancing safety throughout the community are high priority. Initiatives may include:
   a. Design, construct and maintain public infrastructure to ensure safer streets and crosswalks and corridors. Prioritize pedestrian and bicycle safety and development of an "age friendly" community.
   b. Implement automatic camera enforcement technology to address noise and speed issues in key areas to reduce traffic and pedestrian/bicycle accidents and to enhance quality of life
   c. Enhance strategic and community policing efforts to reduce crime and support public safety.

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-____

INTRODUCED BY:

Mayor Michael J. Garcia

A RESOLUTION

ADOPTING THE CITY OF SANTA FE'S FISCAL YEAR 2026/2027 OPERATING BUDGET FOR THE CITY OF SANTA FE.

WHEREAS, pursuant to the City of Santa Fe's ("City's") Charter, Section 5.01(M), the Mayor worked with City of Santa Fe's personnel and prepared an annual budget and proposed spending priorities for review and approval by the Finance Committee and Governing Body; and

WHEREAS, the Budget represents positive collaboration among departmental staff and elected officials;

WHEREAS, the proposed Budget addresses the City's needs and goals for Fiscal Year 2026/2027; and

WHEREAS, the City must "furnish and file with the" Local Government Division of the Department of Finance and Administration, "on or before June 1 of each year, a proposed budget for the next fiscal year", in accordance with NMSA 1978 Section 6-6-2.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, that the Governing Body hereby adopts the Budget as to funds, categories, and departments.

BE IT FURTHER RESOLVED that the Governing Body respectfully requests approval of the budget by the Local Government Division of the New Mexico Department of Finance and Administration.

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

_____

MICHAEL J. GARCIA, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martinez
Marcos D. Martinez (May 8, 2026 13:38:57 MDT)

MARCOS D. MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Resolution/Fiscal Year 2027 Budget

10758.1

EXHIBIT A

PROPOSED FISCAL YEAR 2027 BUDGET

ALL FUNDS SUMMARY

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2022/23 THROUGH FY 2026/27

CATEGORY	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	ACTUAL REVENUE FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Local/State-Shared Taxes:							
-Gross Receipts Tax	158,080,046	169,534,967	173,964,469	167,400,000	178,537,742	11,137,742	6.7%
-Property Tax	12,149,080	12,502,649	12,767,886	13,171,757	14,601,857	1,430,100	10.9%
-Franchise Fees	5,668,146	5,291,041	5,418,561	5,647,741	5,586,036	(61,705)	-1.1%
-Lodgers' Tax	19,948,448	16,229,165	17,923,699	18,000,001	18,128,020	128,019	0.7%
-Gasoline Tax	1,561,558	1,631,126	1,452,729	1,680,000	1,587,951	(92,049)	-5.5%
-Other Taxes	1,206,662	1,304,150	1,240,722	1,308,468	1,263,170	(45,298)	-3.5%
Subtotal - Taxes	*198,613,941*	*206,493,099*	*212,768,067*	*207,207,967*	*219,704,776*	*12,496,809*	*6.0%*
Licenses & Permits:							
-Business Licenses	912,765	758,008	751,396	816,300	691,827	(124,473)	-15.2%
-Building/Zoning Permits	3,945,947	4,790,704	4,214,670	3,155,000	3,755,000	600,000	19.0%
-Other Licenses & Permits	171,689	141,734	184,559	155,000	182,126	27,126	17.5%
Subtotal - Licenses & Permits	*5,030,400*	*5,690,446*	*5,150,625*	*4,126,300*	*4,628,953*	*502,653*	*12.2%*
Fees & Service Charges:							
-Airport Fees	2,051,120	2,156,373	3,446,571	5,002,630	6,378,000	1,375,370	27.5%
-Ambulance Fees	4,649,371	3,820,330	7,362,487	5,114,308	5,887,781	773,473	15.1%
-Civic Center Fees	629,296	416,855	785,551	583,000	895,000	312,000	53.5%
-Housing Fees	978,427	1,608,969	1,431,062	877,540	833,000	(44,540)	-5.1%
-Impact Fees	2,574,677	4,286,993	1,558,901	3,827,254	4,478,138	650,884	17.0%
-Insurance Premiums	27,542,821	32,828,591	34,095,408	32,798,891	35,145,184	2,346,293	7.2%
-Meals Fees	80,247	65,244	57,989	77,400	77,400	-	0.0%
-Parking Fees	3,918,405	4,843,050	4,883,143	5,150,500	5,450,000	299,500	5.8%
-Planning/Land Use Fees	449,523	165,009	1,162,565	694,500	540,200	(154,300)	-22.2%
-Police/Court Fees	626,617	592,138	904,166	474,392	561,403	87,011	18.3%
-Public Transportation Fees	229,089	238,753	219,315	235,500	249,630	14,130	6.0%
-Recreation Fees	2,204,704	3,096,693	3,702,744	3,357,349	3,403,150	45,801	1.4%
-Solid Waste Fees	15,473,829	16,147,451	16,685,357	16,550,529	15,514,942	(1,035,587)	-6.3%
-Wastewater Fees	18,476,058	15,154,599	15,004,927	13,993,545	14,061,673	68,128	0.5%
-Water Fees	35,764,431	43,710,877	38,642,717	37,727,253	37,870,396	143,143	0.4%
-Reimbursed Expenses	14,880,751	21,359,460	22,944,169	23,694,431	34,510,057	10,815,626	45.6%
-Other Fees/Services	755,503	3,587,030	3,968,337	3,918,896	3,716,021	(202,875)	-5.2%
Subtotal - Fees & Services	*131,284,868*	*154,078,417*	*156,855,409*	*154,077,918*	*169,571,975*	*15,494,057*	*10.1%*
Fines & Forfeitures:							
-Parking Fines	533,465	460,469	448,621	525,000	525,000	-	0.0%
-Violations Fines	16,271	16,647	10,779	16,653	16,653	-	0.0%
-Other Fines & Forfeitures	190,220	155,698	120,448	153,750	153,450	(300)	-0.2%
Subtotal - Fines & Forfeitures	*739,956*	*632,815*	*579,848*	*695,403*	*695,103*	*(300)*	*0.0%*

[Continued next page]

PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2022/23 THROUGH FY 2026/27

CATEGORY	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	ACTUAL REVENUE FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
[Revenues by Category - continued]							
Rents/Royalties/Concessions:							
-Airport Rentals	(5,599)	(112,796)	68,959	170,000	400,600	230,600	135.6%
-Equipment Rentals	34,269	25,553	21,653	27,000	27,000	-	0.0%
-Parks & Recreation - Rentals	283,510	295,116	250,831	302,750	302,750	-	0.0%
-Other Rentals	2,435,262	3,018,972	2,152,001	3,753,635	3,185,608	(568,027)	-15.1%
Subtotal - Rents/Royalties	*2,747,441*	*3,226,844*	*2,493,443*	*4,253,385*	*3,915,958*	*(337,427)*	*-7.9%*
Miscellaneous Revenues:							
-Insurance Recoveries	6,971	96,659	-	100,000	100,000	-	0.0%
-Sales Revenue	698,130	1,090,468	1,426,691	1,322,024	112,840	(1,209,184)	-91.5%
-Other Misc. Revenue	4,138,531	2,309,196	(1,461,974)	4,959,688	6,853,574	1,893,886	38.2%
Subtotal - Miscellaneous	*4,843,631*	*3,496,323*	*(35,282)*	*6,381,712*	*7,066,414*	*684,702*	*10.7%*
Intergovernmental Grants:							
-State Grants	4,675,031	4,668,053	8,944,961	5,479,143	6,427,469	948,326	17.3%
-Federal Grants	4,216,318	8,878,828	11,340,342	4,312,383	7,170,773	2,858,390	66.3%
-SF County Grants	(12,144)	70,487	478,364	244,698	252,092	7,394	3.0%
-Other Grants	10,000	20,000	228,223	-	1,642,023	1,642,023	N/A
Subtotal - Intergovernmental	*8,889,205*	*13,637,368*	*20,991,891*	*10,036,224*	*15,492,357*	*5,456,133*	*54.4%*
Interest on Investments	1,880,058	11,977,762	15,608,940	14,965,784	12,820,647	(2,145,137)	-14.3%
Transfers In	54,330,427	68,494,322	86,446,134	79,777,933	79,070,300	(707,633)	-0.9%
TOTAL REVENUES	**408,359,928**	**467,727,396**	**500,859,075**	**481,522,626**	**512,966,483**	**31,443,857**	**6.5%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

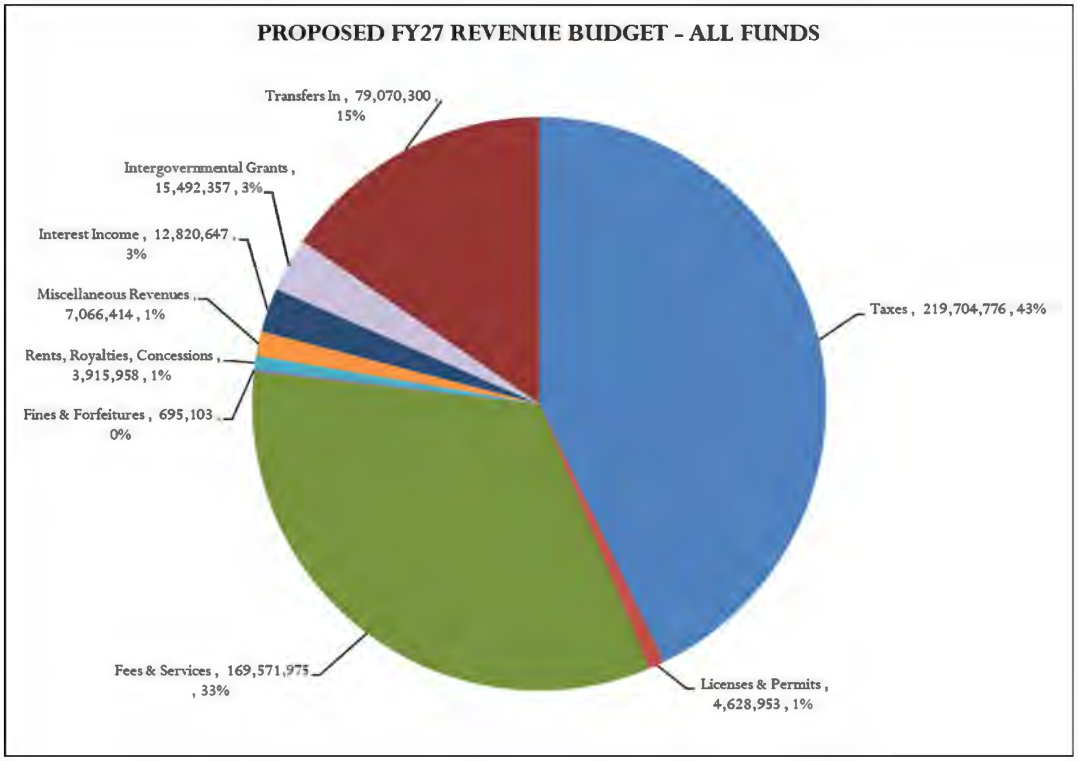
PROPOSED FISCAL YEAR 2027 BUDGET

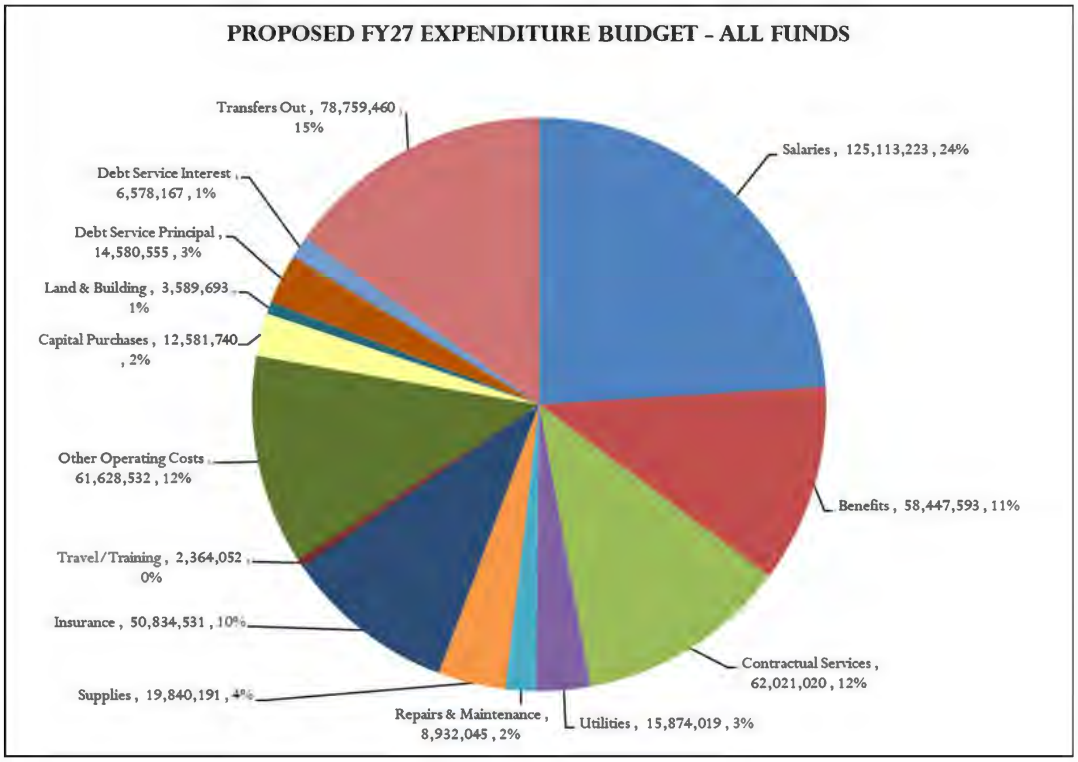
CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY CATEGORY
FY 2022/23 THROUGH FY 2026/27

CATEGORY	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	ACTUAL EXPENSES FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Personnel Services:							
-Salaries	87,006,557	94,031,822	104,388,361	114,831,571	125,113,223	10,281,652	9.0%
-Benefits	25,923,600	42,861,499	49,165,065	55,459,448	58,447,593	2,988,145	5.4%
Subtotal - Personnel Services	*112,930,157*	*136,893,321*	*153,553,426*	*170,291,019*	*183,560,816*	*13,269,797*	*7.8%*
Operating Expenses:							
-Contractual Services	33,117,885	39,728,204	42,813,653	49,028,138	62,021,020	12,992,882	26.5%
-Utilities	14,259,390	14,607,707	14,642,568	16,763,777	15,874,019	(889,758)	-5.3%
-Repairs & Maintenance	7,213,214	6,973,357	7,896,216	10,321,906	8,932,045	(1,389,861)	-13.5%
-Supplies	12,229,321	12,434,704	13,979,996	15,718,939	19,840,191	4,121,252	26.2%
-Insurance	31,911,781	38,610,663	40,520,644	47,887,157	50,834,531	2,947,374	6.2%
-Travel/Training	1,075,678	1,185,636	1,448,718	1,854,329	2,364,052	509,723	27.5%
-Other Operating Costs	54,112,499	63,364,261	62,938,270	51,633,782	61,628,532	9,994,750	19.4%
Subtotal - Operating Expenses	*153,919,768*	*176,904,532*	*184,240,065*	*193,208,028*	*221,494,390*	*28,286,362*	*14.6%*
Capital Outlay:							
-Capital Purchases	159,528	9,550,555	11,431,827	10,890,068	12,581,740	1,691,672	15.5%
-Land & Building	960,535	3,456,527	5,686,821	3,306,443	3,589,693	283,250	8.6%
Subtotal - Capital Outlay	*1,120,062*	*13,007,082*	*17,118,648*	*14,196,511*	*16,171,433*	*1,974,922*	*13.9%*
Debt Service:							
-Principal	8,250,699	8,916,053	9,221,175	16,476,768	14,580,555	(1,896,213)	-11.5%
-Interest	8,179,800	7,412,736	6,735,646	6,084,329	6,578,167	493,838	8.1%
-Other Debt Service	(970,457)	(825,913)	(680,358)	-	-	-	N/A
Subtotal - Debt Service	*15,460,042*	*15,502,877*	*15,276,463*	*22,561,097*	*21,158,722*	*(1,402,375)*	*-6.2%*
Transfers Out	63,855,814	83,144,147	111,814,252	80,332,737	78,759,460	(1,573,277)	-2.0%
TOTAL EXPENDITURES	**347,285,844**	**425,451,958**	**482,002,854**	**480,589,392**	**521,144,821**	**40,555,429**	**8.4%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2027 BUDGET





PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY DEPARTMENT
FY 2022/23 THROUGH FY 2026/27

DEPARTMENT	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	ACTUAL EXPENSES FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Community Engagement	2,468,480	2,796,069	2,716,823	3,827,614	3,645,850	(181,764)	-4.7%
Community Services	25,811,343	33,840,445	42,646,397	40,308,146	42,874,349	2,566,203	6.4%
Economic Development	5,924,665	7,569,183	11,536,605	7,984,187	8,952,581	968,394	12.1%
Emergency Management	430,590	542,307	560,952	948,098	1,103,460	155,362	16.4%
Finance	25,294,836	29,116,965	32,688,516	26,326,485	22,676,368	(3,650,117)	-13.9%
Fire	25,639,372	30,823,543	39,409,906	35,903,389	40,963,356	5,059,967	14.1%
General Government	14,972,717	15,942,012	16,678,851	21,217,755	24,467,977	3,250,222	15.3%
Human Resources	27,425,845	28,000,468	27,945,254	32,349,993	33,784,182	1,434,189	4.4%
Info. Tech. & Telecomm.	11,430,812	15,506,239	18,741,662	15,019,557	23,838,283	8,818,726	58.7%
Metropolitan Redevelopment Agency	-	98,838	571,648	594,555	674,847	80,292	13.5%
Planning & Land Use	17,007,036	14,228,688	17,936,446	16,976,182	18,610,050	1,633,868	9.6%
Police	28,940,437	39,775,400	41,639,201	42,113,479	47,831,668	5,718,189	13.6%
Public Utilities	65,344,464	74,800,912	74,931,476	100,717,264	100,440,306	(276,958)	-0.3%
Public Works	50,087,150	66,786,259	83,582,014	71,744,063	80,542,299	8,798,236	12.3%
Regional Airport	3,123,353	6,344,339	8,074,904	5,381,897	7,739,032	2,357,135	43.8%
TOURISM Santa Fe	10,054,083	11,726,913	14,582,895	16,269,150	18,278,788	2,009,638	12.4%
*Non-Departmental**	*33,330,661*	*47,553,380*	*47,759,306*	*42,907,578*	*44,721,425*	1,813,847	4.2%
TOTAL EXPENDITURES	**347,285,844**	**425,451,958**	**482,002,854**	**480,589,392**	**521,144,821**	**40,555,429**	**8.4%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2027 BUDGET

GENERAL FUND SUMMARY

CITY OF SANTA FE
GENERAL FUND - REVENUES BY CATEGORY
FY 2022/23 THROUGH FY 2026/27

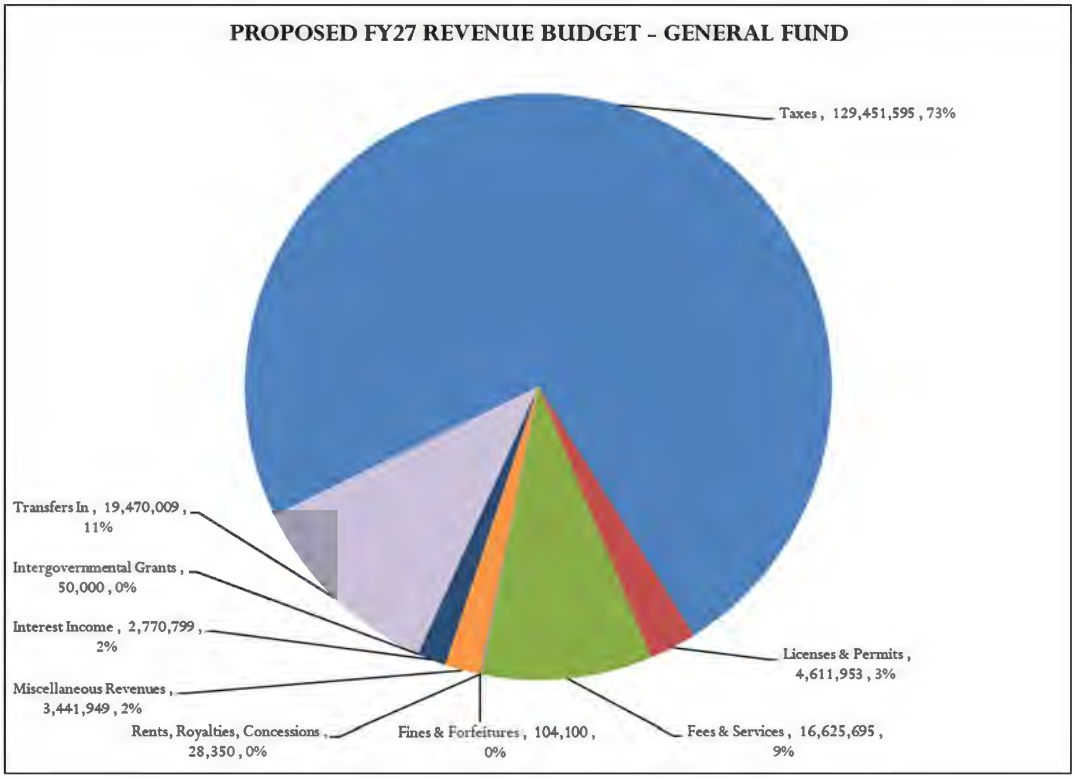
CATEGORY	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	ACTUAL REVENUE FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Local/State-Shared Taxes:							
-Gross Receipts Tax	98,962,863	106,133,722	108,907,004	104,797,172	111,103,376	6,306,204	6.0%
-Property Tax	9,516,085	10,270,979	10,811,408	11,197,436	11,499,013	301,577	2.7%
-Franchise Fees	5,607,490	5,236,545	5,366,831	5,580,741	5,586,036	5,295	0.1%
-Other Taxes	1,206,662	1,304,150	1,240,722	1,308,468	1,263,170	(45,298)	-3.5%
Subtotal - Taxes	*115,293,100*	*122,945,396*	*126,325,966*	*122,883,817*	*129,451,595*	*6,567,778*	*5.3%*
Licenses & Permits:							
-Business Licenses	912,765	758,008	751,396	816,300	691,827	(124,473)	-15.2%
-Building/Zoning Permits	3,945,937	4,790,704	4,214,670	3,155,000	3,755,000	600,000	19.0%
-Other Licenses & Permits	164,389	133,984	177,529	138,000	165,126	27,126	19.7%
Subtotal - Licenses & Permits	*5,023,090*	*5,682,696*	*5,143,595*	*4,109,300*	*4,611,953*	*502,653*	*12.2%*
Fees & Service Charges:							
-Ambulance Fees	4,649,371	3,820,330	7,362,487	5,114,308	5,887,781	773,473	15.1%
-Impact Fees	2,800	-	-	3,000	3,000	-	0.0%
-Planning/Land Use Fees	299,523	315,009	1,162,565	694,500	540,200	(154,300)	-22.2%
-Police/Court Fees	32,531	24,098	259,247	30,989	20,000	(10,989)	-35.5%
-Recreation Fees	296,206	329,153	337,588	315,350	315,350	-	0.0%
-Reimbursed Expenses	5,427,430	6,761,864	6,807,486	8,807,129	9,691,459	884,330	10.0%
-Other Fees/Services	80,058	82,722	108,105	303,500	167,905	(135,595)	-44.7%
Subtotal - Fees & Services	*10,787,919*	*11,333,176*	*16,037,479*	*15,268,776*	*16,625,695*	*1,356,919*	*8.9%*
Fines & Forfeitures:							
-Violations Fines	9,413	494	459	500	500	-	0.0%
-Other Fines & Forfeitures	137,443	98,942	73,799	103,600	103,600	-	0.0%
Subtotal - Fines & Forfeitures	*146,856*	*99,436*	*74,258*	*104,100*	*104,100*	-	*0.0%*
Rents/Royalties/Concessions:							
-Parks & Recreation - Rentals	24,263	17,310	10,292	19,750	19,750	-	0.0%
-Other Rentals	803	8,581	10,100	8,600	8,600	-	0.0%
Subtotal - Rents/Royalties	*25,066*	*25,890*	*20,392*	*28,350*	*28,350*	-	*0.0%*
Miscellaneous Revenues:							
-Sales Revenue	72,308	85,808	10,478	1,000,000	-	(1,000,000)	-100.0%
-Other Misc. Revenue	(1,821,191)	(578,593)	(3,764,505)	128,558	3,441,949	3,313,391	2577.4%
Subtotal - Miscellaneous	*(1,748,883)*	*(492,785)*	*(3,754,027)*	*1,128,558*	*3,441,949*	*2,313,391*	*205.0%*
Intergovernmental Grants:							
-State Grants	-	-	-	-	50,000	50,000	N/A
Subtotal - Intergovernmental	-	-	-	-	*50,000*	*50,000*	*N/A*
Interest on Investments	1,517,465	697,729	3,474,654	3,134,105	2,770,799	(363,306)	-11.6%
Transfers In	3,104,936	3,545,419	5,831,753	14,394,600	19,470,009	5,075,409	35.3%
TOTAL REVENUES	**134,149,549**	**143,836,957**	**153,154,069**	**161,051,606**	**176,554,450**	**15,502,844**	**9.6%**

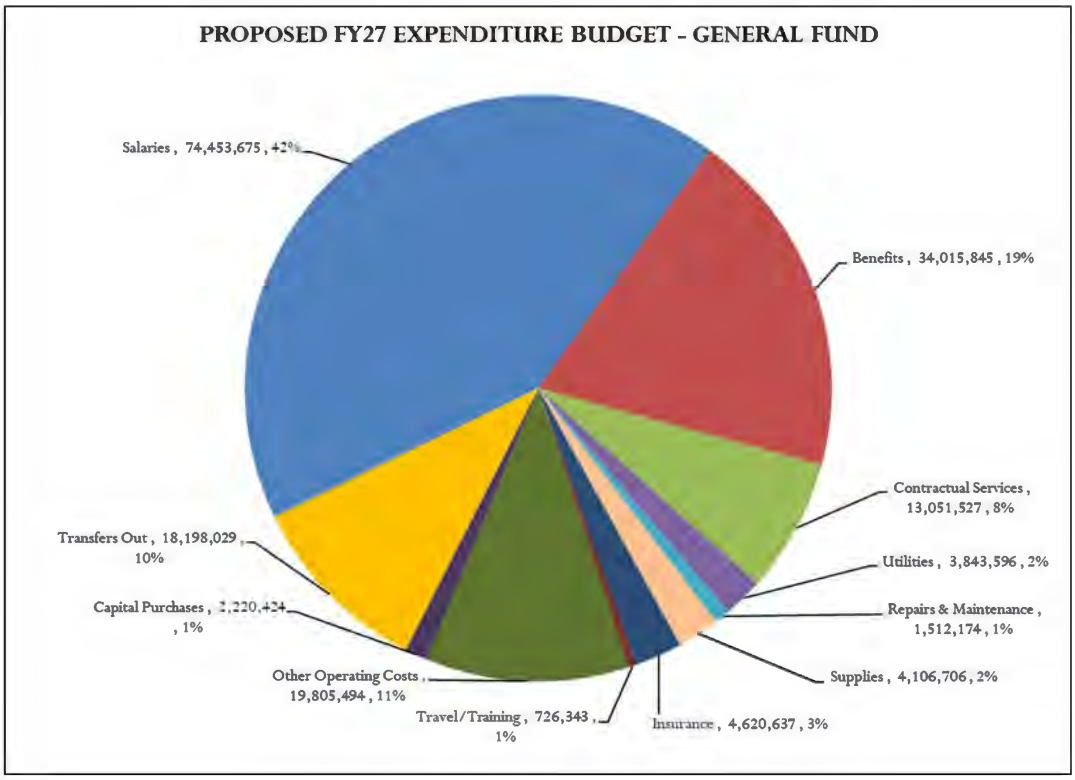
PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
GENERAL FUND - EXPENDITURES BY CATEGORY
FY 2022/23 THROUGH FY 2026/27

CATEGORY	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	ACTUAL EXPENSES FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Personnel Services:							
-Salaries	53,481,064	57,605,727	63,694,974	68,557,010	74,453,675	5,896,665	8.6%
-Benefits	25,151,714	27,733,949	30,783,006	32,351,761	34,015,845	1,664,084	5.1%
Subtotal - Personnel Services	*78,632,778*	*85,339,676*	*94,477,981*	*100,908,771*	*108,469,520*	*7,560,749*	*7.5%*
Operating Expenses:							
-Contractual Services	8,683,766	10,093,712	10,488,005	11,666,496	13,051,527	1,385,031	11.9%
-Utilities	3,878,621	4,221,509	3,648,325	4,187,596	3,843,596	(344,000)	-8.2%
-Repairs & Maintenance	1,370,827	994,212	645,664	1,186,829	1,512,174	325,345	27.4%
-Supplies	3,400,538	3,818,559	3,973,239	3,865,042	4,106,706	241,664	6.3%
-Insurance	1,780,229	4,616,911	5,015,002	5,133,798	4,620,637	(513,161)	-10.0%
-Travel/Training	357,977	422,239	544,980	618,455	726,343	107,888	17.4%
-Other Operating Costs	9,329,024	13,632,507	15,296,978	12,674,557	19,805,494	7,130,937	56.3%
Subtotal - Operating Expenses	*28,800,982*	*37,799,649*	*39,612,193*	*39,332,773*	*47,666,477*	*8,333,704*	*21.2%*
Capital Outlay:							
-Capital Purchases	17,164	4,558,722	4,181,080	1,522,201	2,000,424	478,223	31.4%
-Land & Building	228,659	129,987	435,974	220,000	220,000	-	0.0%
Subtotal - Capital Outlay	*245,823*	*4,688,709*	*4,617,054*	*1,742,201*	*2,220,424*	*478,223*	*27.4%*
Transfers Out	11,627,855	12,741,913	35,253,226	19,067,861	18,198,029	(869,832)	-4.6%
TOTAL EXPENDITURES	**119,307,438**	**140,569,947**	**173,960,454**	**161,051,606**	**176,554,450**	**15,502,844**	**9.6%**

PROPOSED FISCAL YEAR 2027 BUDGET





PROPOSED FISCAL YEAR 2027 BUDGET

CITY OF SANTA FE
GENERAL FUND EXPENDITURES BY DEPARTMENT
FY 2022/23 THROUGH FY 2026/27

DEPARTMENT	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	ACTUAL EXPENSES FY 2024/25	FY 2025/26 ORIGINAL BUDGET	PROPOSED BUDGET FY 2026/27	AMOUNT CHANGE 25/26-26/27	PERCENT CHANGE 25/26-26/27
Community Engagement	2,400,406	2,644,069	2,716,823	3,227,614	3,645,850	418,236	13.0%
Community Services	11,755,168	13,786,916	20,925,797	19,876,868	19,400,417	(476,451)	-2.4%
Economic Development	2,295,710	2,796,895	4,512,871	2,848,991	3,123,868	274,877	9.6%
Emergency Management	167,156	189,176	310,322	335,924	717,812	381,888	113.7%
Finance	6,959,811	8,776,466	8,695,902	8,751,208	8,825,022	73,814	0.8%
Fire	25,216,546	29,437,443	36,961,250	34,740,216	39,040,901	4,300,685	12.4%
General Government	5,557,789	6,696,573	7,273,455	8,173,823	9,640,867	1,467,044	17.9%
Human Resources	6,432,314	4,087,127	2,513,524	2,595,897	3,024,788	428,891	16.5%
Info. Tech. & Telecomm.	-	-	2,487,000	-	-	-	N/A
Planning & Land Use	9,943,714	8,366,438	12,717,660	12,105,390	13,787,841	1,682,451	13.9%
Police	26,759,108	34,491,909	36,470,397	36,813,085	40,028,902	3,215,817	8.7%
Public Works	20,562,355	28,985,909	37,040,272	30,230,696	34,019,021	3,788,325	12.5%
Non-Departmental	*1,257,362*	*311,026*	*1,335,179*	*1,351,894*	*1,299,161*	(52,733)	-3.9%
TOTAL GENERAL FUND	**119,307,438**	**140,569,947**	**173,960,454**	**161,051,606**	**176,554,450**	**15,502,844**	**9.6%**

PROPOSED FISCAL YEAR 2027 BUDGET

FY27 Proposed Budget - Position Count

Department Name	FY26 Original FTE	FY26 Current FTE	FY27 Proposed FTE	FY27 - # of Vacant Positions	Vacancy Rate Starting FY27	Notes - Changes from FY26 to FY27 (transfers, new positions, etc.)
Community Engagement	**21.0**	**21.0**	**23.0**	**3.0**	**13%**	**FY26 - 1 New FTE:** (Constituent Services) 1 Paralegal; **FY26 - 1 FTE Transferred and Reclassed:** 1 Communications Director moved from Constituent Services to General Government/City Manager; **FY27 - 2 New FTE:** (Constituent Services) 1 Translator, 1 Broadcast & Streaming Production Specialist
City Clerk	8.0	9.0	9.0	1	11%	
Constituent Services	13.0	12.0	14.0	2	14%	
Community Services	**196.5**	**202.5**	**202.5**	**33**	**16%**	**FY26 - 5 New FTE:** (Recreation) 2 Recreation Supervisors, (Youth & Family) 2 Program Managers, 1 Data Reporting & Policy Development Manager; **FY26 - 1 FTE Unfrozen:** (Recreation) 1 Recreation Supervisor, 1 Youth Program Coordinator; **FY26 - 1 FTE Frozen:** (Senior Services) 1 Transit Driver III; **FY26 - 1 FTE Transferred:** 1 Contracts Administrator moved from Library to Community Services Admin.
Community Services Admin.	6.5	7.5	7.5	2	27%	
Library	46.5	45.5	45.5	2	4%	
Recreation	82.0	86.0	86.0	22	26%	
Senior Services	53.5	52.5	52.5	5	10%	
Youth & Family	8.0	11.0	11.0	2	18%	
Economic Development	**18.0**	**21.0**	**22.0**	**5**	**23%**	**FY26 - 1 New FTE:** (Arts and Culture) 1 Administrative Manager; **FY26 - 2 New FTE:** (Economic Development) 2 term Economic Development Specialist; **FY27 - 2 New FTE:** (Economic Development) 2 term Project Manager; **FY27 - 1 FTE Frozen:** (Economic Development) 1 Community Development Director
Arts and Culture	5.0	6.0	6.0	1	17%	
Economic Development	11.0	13.0	14.0	4	29%	
Santa Fe Film	2.0	2.0	2.0	0	0%	
Emergency Management	**2.0**	**2.0**	**2.0**	**1**	**50%**	
Finance	**56.4**	**58.4**	**58.4**	**14.0**	**24%**	**FY26 - 2 New FTE:** (Budget) 1 Budget Analyst, (Finance Admin.) 1 Project Administrator
Finance Admin.	5.0	6.0	6.0	2	33%	
Accounting	18.4	18.4	18.4	6	33%	
Budget	4.0	5.0	5.0	2	40%	
Fleet Management	13.0	13.0	13.0	2	15%	
Purchasing	6.0	6.0	6.0	1	17%	
Treasurer	10.0	10.0	10.0	1	10%	
Fire	**211.0**	**210.0**	**210.0**	**16**	**8%**	**FY26 - 3 New FTE:** (Fire Admin.) 1 Project Specialist, 1 Business Operations Manager, 1 Fiscal Administrator; **FY26 - 3 FTE Unfrozen:** (Fire Admin.) 1 Administrative Assistant, (Fire Operations) 1 Forestry Tech, (Fire Support Svcs.) 1 Fire Apparatus Tech I; **FY26 - 2 FTE Transferred:** 1 Wildlife Urban Interface Specialist, 1 Fire Training Captain moved from Fire Operations to Support Svcs.
Fire Admin.	6.0	10.0	10.0	2	20%	
Fire Operations	168.0	167.0	167.0	10	6%	
Fire Support Services	37.0	33.0	33.0	4	12%	
General Government	**61.3**	**63.3**	**62.3**	**9**	**14%**	**FY26 - 4 New FTE:** (City Attorney) 1 term Paralegal Basic, 1 Legislation Coordinator, 1 Legislative Administrator, (Risk Mgmt.) 1 Risk & Safety Compliance Officer; **FY26 - 1 FTE Frozen:** (City Council) 1 Council Liaison, (Municipal Court) 1 Court Clerk; **FY27 - 1 FTE Transferred:** 1 Public Records Specialist moved from City Attorney to Police Admin.
Mayor	3.0	3.0	3.0	1	33%	
City Council	9.0	8.0	8.0	0	0%	
City Manager	5.3	5.3	5.3	1	19%	
City Attorney	20.0	23.0	22.0	6	27%	
Municipal Court	19.0	18.0	18.0	1	6%	
Risk Management & Safety	5.0	6.0	6.0	3	50%	
Human Resources	**18.0**	**17.0**	**18.0**	**2**	**11%**	**FY26 - 1 FTE Frozen:** Administrative Manager (temp); **FY27 - 1 New FTE:** 1 HR Information Systems Manager

[continued next page]

PROPOSED FISCAL YEAR 2027 BUDGET

FY27 Proposed Budget - Position Count

Department Name	FY26 Original FTE	FY26 Current FTE	FY27 Proposed FTE	FY27 - # of Vacant Positions	Vacancy Rate Starting FY27	Notes - Changes from FY26 to FY27 (transfers, new positions, etc.)
[continued from previous page]						
Info. Tech. & Telecomm.	**44.9**	**44.9**	**44.9**	**8**	**18%**	
ITT Admin.	5.0	5.0	5.0	1	20%	
ITT End User Services	9.0	9.0	9.0	1	11%	
Enterprise Application Services	7.0	7.0	7.0	4	57%	
Enterprise Resource Planning	12.9	12.9	12.9	1	8%	
Infrastructure Services	11.0	11.0	11.0	1	9%	
ITT Security & Compliance	0.0	0.0	0.0	0	0%	
Planning & Land Use	**70.0**	**71.0**	**69.0**	**14**	**178%**	**FY26 - 1 New FTE:** (Affordable Housing) 1 Project Manager; **FY26 - 3 FTE Unfrozen:** (Planning & Land Use) 1 Construction Inspector & 1 Construction Plans Examiner III unfrozen but not funded - will reflect as frozen unfunded in FY27; 1 Contracts Administrator; **FY27 - 2 New FTE:** (Affordable Housing) 2 Project Manager; **FY27 - 1 FTE Unfrozen:** (Planning & Land Use) 1 Engineer; **FY27- 2 FTE Frozen:** (Planning & Land Use) 1 Construction Inspector, 1 Construction Plans Examiner III
Land Use Admin.	8.0	7.0	7.0	1	14%	
Affordable Housing	5.0	6.0	6.0	4	67%	
Building Permit Div	11.0	11.0	10.0	4	40%	
Enforcemnt Division	0.0	8.0	8.0	0	0%	
Historic Preservation	5.0	5.0	5.0	1	20%	
Inspections Division	23.0	17.0	16.0	2	13%	
Planning Division	11.0	10.0	10.0	1	10%	
Technical Review Div	7.0	7.0	7.0	1	14%	
Metropolitan Redevelopment Agency	**2.0**	**4.0**	**3.0**	**2**	67%	**FY26 - 2 New FTE:** 1 Administrative Manager, 1 Project Manager
Police	**237.0**	**240.0**	**242.0**	**16.0**	**7%**	**FY26 - 5 New FTE:** (Police Admin.) 4 Project Specialist, 1 Police Records Supervisor; **FY26 - 2 FTE Unfrozen:** (Police Admin.) 1 Administrative Manager, 1 Public Safety Aide; **FY26 - 3 FTE Frozen:** (Police Admin.) 1 Project Admin, 1 Records Tech, 1 Admin. Manager; **FY27 - 1 FTE Transferred:** 1 Public Records Specialist moved from City Attorney to Police Admin.; **FY27 - 1 New FTE:** PIO/IPRA (position title TBD)
Police Admin.	51.0	54.0	56.0	6	11%	
Police Operations	186.0	186.0	186.0	10	5%	
Public Utilities	**261.7**	**256.7**	**259.7**	**47**	**18%**	**FY26 - 2 New FTE:** (UCS) 1 Utility Billing Division Director - retirement double fill (expires 7/1/27), (Water) 1 T&D Manager - retirement double fill (expired 10/29/25, not included in FY27); **FY26 - 1 FTE Transferred:** 1 Contracts Admin. moved from Buckman Direct Diversion to Utility Customer Service; **FY26 - 5 FTE Frozen:** (Water) unknown positions due to reclassifications and transfers between funds; **FY27 - Created New Division:** (Conservation & Sustainability) 10 total FTEs - transferred 6 FTE from Environmental Svcs., 2 FTE from Wastewater and 2 FTE from Water
Public Utilities Admin.	11.0	11.0	11.0	3	27%	
Conservation & Sustainability	0.0	0.0	10.0	4	40%	
Environmental Services	73.0	73.0	67.0	2	3%	
Utility Customer Service	29.7	31.7	31.7	6	19%	
Wastewater	68.3	66.3	64.3	20	31%	
Water	79.7	74.7	75.7	12	16%	
Public Works	**348.7**	**333.7**	**340.7**	**77**	**23%**	**FY26 - 1 FTE Unfrozen:** (Facilities) 1 Maintenance Specialist; **FY26 - 1 FTE Frozen:** (Facilities) 1 Custodian; **FY27 - 7 New FTE:** (Parks) 1 Superintendent, 1 Parks Maintenance Worker Senior, 5 Parks Maintenance Worker
Public Works Admin.	5.5	5.0	5.0	1	20%	
Facilities	56.0	55.0	55.0	8	15%	
Metropolitan Planning Organization	3.0	3.0	3.0	0	0%	
Municipal Recreation Complex	10.0	10.0	10.0	0	0%	
Parking	29.0	29.0	29.0	5	17%	
Parks Division	70.0	71.0	78.0	15	19%	
Complete Streets Division	59.7	53.7	53.7	12	22%	
Transit	115.5	107.0	107.0	36	34%	
Regional Airport	**32.0**	**37.0**	**37.0**	**7**	**19%**	**FY26 - 5 New FTE:** 3 Airport Shuttle Driver, 1 Custodian, 1 Airport Operations Officer
Tourism Santa Fe	**48.0**	**48.0**	**49.0**	**4**	**8%**	**FY26 - 1 New FTE Transferred:** 1 Parks Ranger Supervisor, moved from Visit Santa Fe to Convention Center; **FY27 - 1 New FTE:** 1 Assistant Operations Manager
Santa Fe Civic Center	23.0	24.0	24.0	1	4%	
Visitors Bureau	25.0	24.0	25.0	3	12%	
Total	**1,628.5**	**1,630.5**	**1,643.5**	**257**	**16%**	**FY26:** 29 New FTE, 10 Unfrozen FTE, 11 Frozen FTE; **FY27:** 14 New FTE, 3 Frozen FTE, 1 Unfrozen FTE

NOTE: some position counts are not whole numbers due to split-funded positions

CITY OF SANTA FE
COMMUNITY ENGAGEMENT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
City Clerk	1,307,582	1,235,156	2,219,430	1,710,894	(508,536)	-22.9%
Constituent Services	1,488,487	1,481,667	1,608,184	1,934,956	326,772	20.3%
TOTAL COMMUNITY ENGAGEMENT	**2,796,069**	**2,716,823**	**3,827,614**	**3,645,850**	**(181,764)**	**-4.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	1,640,182	1,721,159	2,235,713	2,506,242	270,529	12.1%
Contractuals & Utilities	312,521	430,383	432,965	410,567	(22,398)	-5.2%
Repairs & Maintenance	3,813	5,520	5,000	5,000	-	0.0%
Supplies	175,563	123,787	162,296	200,975	38,679	23.8%
Insurance	66,885	75,781	71,078	71,624	546	0.8%
Other Operating Costs	424,452	295,742	920,562	451,442	(469,120)	-51.0%
Capital Purchases	110,651	64,451	-	-	-	N/A
Transfers to Other Funds	62,000	-	-	-	-	N/A
TOTAL COMMUNITY ENGAGEMENT	**2,796,069**	**2,716,823**	**3,827,614**	**3,645,850**	**(181,764)**	**-4.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	2,644,069	2,716,823	3,227,614	3,645,850	418,236	13.0%
Franchise Fee Fund	62,000	-	-	-	-	N/A
Public Campaign Financing	90,000	-	600,000	-	(600,000)	-100.0%
TOTAL COMMUNITY ENGAGEMENT	**2,796,069**	**2,716,823**	**3,827,614**	**3,645,850**	**(181,764)**	**-4.7%**

CITY OF SANTA FE
COMMUNITY SERVICES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Community Services Administration	1,493,950	5,425,765	1,468,544	3,185,110	1,716,566	116.9%
Library	5,588,268	6,786,644	6,361,349	6,902,735	541,386	8.5%
Recreation	12,294,268	11,222,185	13,172,769	14,810,522	1,637,753	12.4%
Senior Services	6,615,371	8,613,160	9,353,907	10,127,452	773,545	8.3%
Youth & Family	7,848,588	10,598,643	9,951,577	7,848,530	(2,103,047)	-21.1%
TOTAL COMMUNITY SERVICES	**33,840,445**	**42,646,397**	**40,308,146**	**42,874,349**	**2,566,203**	**6.4%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	12,457,056	13,674,037	16,980,050	17,900,457	920,407	5.4%
Contractuals & Utilities	8,798,076	8,384,297	7,930,929	9,982,571	2,051,642	25.9%
Repairs & Maintenance	216,476	289,029	179,932	425,700	245,768	136.6%
Supplies	2,001,022	2,132,671	1,994,650	2,066,353	71,703	3.6%
Insurance	878,434	805,411	739,169	770,656	31,487	4.3%
Other Operating Costs	2,786,308	3,811,341	2,354,510	3,654,389	1,299,879	55.2%
Capital Purchases	624,376	1,443,043	167,011	348,656	181,645	108.8%
Transfers to Other Funds	6,078,697	12,106,569	9,961,895	7,725,567	(2,236,328)	-22.4%
TOTAL COMMUNITY SERVICES	**33,840,445**	**42,646,397**	**40,308,146**	**42,874,349**	**2,566,203**	**6.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	13,786,916	20,925,797	19,876,868	19,400,417	(476,451)	-2.4%
Law Enforcement	58,616	91,041	316,342	678,822	362,480	114.6%
Community Development	5,915,160	5,229,866	4,092,117	5,676,631	1,584,514	38.7%
Senior Citizen Grants/Programs	4,207,798	5,091,240	5,104,743	5,361,295	256,552	5.0%
Library	1,158,908	1,488,703	1,203,977	1,272,366	68,389	5.7%
Quality of Life	54,998	128,495	163,770	163,770	-	0.0%
Recreation Programs	3,350,247	3,960,010	4,683,100	4,860,884	177,784	3.8%
Special Recreation Leagues	4,548	2,846	5,800	5,800	-	0.0%
Genoveva Chavez Community Ctr.	5,303,254	5,728,400	4,861,429	5,454,364	592,935	12.2%
TOTAL COMMUNITY SERVICES	**33,840,445**	**42,646,397**	**40,308,146**	**42,874,349**	**2,566,203**	**6.4%**

CITY OF SANTA FE
DEPARTMENT OF ECONOMIC DEVELOPMENT & CREATIVE INDUSTRIES - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Arts & Culture	1,575,668	2,846,099	2,117,640	2,630,720	513,080	24.2%
Economic Development	5,993,515	8,121,528	5,361,592	5,792,366	430,774	8.0%
Santa Fe Film Office	-	568,978	504,955	529,495	24,540	4.9%
TOTAL ECONOMIC DEVELOPMENT	**7,569,183**	**11,536,605**	**7,984,187**	**8,952,581**	**968,394**	**12.1%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	1,670,299	1,853,561	2,482,896	2,691,734	208,838	8.4%
Contractuals & Utilities	2,648,404	3,370,622	1,477,204	1,617,187	139,983	9.5%
Repairs & Maintenance	1,569	8,261	4,000	3,700	(300)	-7.5%
Supplies	54,752	100,018	98,850	148,005	49,155	49.7%
Insurance	56,239	55,893	72,688	72,861	173	0.2%
Other Operating Costs	1,210,973	1,847,702	1,840,361	2,212,815	372,454	20.2%
Capital Purchases	-	85,773	-	-	-	N/A
Debt Service	-	5,000	-	-	-	N/A
Transfers to Other Funds	1,926,948	4,209,774	2,008,188	2,206,279	198,091	9.9%
TOTAL ECONOMIC DEVELOPMENT	**7,569,183**	**11,536,605**	**7,984,187**	**8,952,581**	**968,394**	**12.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	2,796,895	4,512,871	2,848,991	3,123,868	274,877	9.6%
Economic Development	2,551,568	2,844,857	2,412,107	2,547,412	135,305	5.6%
Lodgers' Tax Fund	1,534,296	2,713,181	1,990,938	2,486,998	496,060	24.9%
Community Development	645,052	763,800	100,494	121,086	20,592	20.5%
Santa Fe Film Office	-	568,978	504,955	529,495	24,540	4.9%
Santa Fe Convention Center	41,372	132,918	126,702	143,722	17,020	13.4%
TOTAL ECONOMIC DEVELOPMENT	**7,569,183**	**11,536,605**	**7,984,187**	**8,952,581**	**968,394**	**12.1%**

CITY OF SANTA FE
EMERGENCY MANAGEMENT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	229,189	293,242	273,538	323,881	50,343	18.4%
Contractuals & Utilities	98,352	7,892	243,021	16,495	(226,526)	-93.2%
Repairs & Maintenance	-	-	250	-	(250)	-100.0%
Supplies	103,340	37,425	217,351	246,601	29,250	13.5%
Insurance	7,327	8,071	6,604	9,183	2,579	39.1%
Other Operating Costs	75,253	119,907	131,176	431,142	299,966	228.7%
Capital Purchases	28,845	94,414	76,158	76,158	-	0.0%
TOTAL EMERGENCY MANAGEMENT	**542,307**	**560,952**	**948,098**	**1,103,460**	**155,362**	**16.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	189,176	310,322	335,924	717,812	381,888	113.7%
Emergency Services (grant funding)	258,037	227,958	612,174	385,648	(226,526)	-37.0%
Community Development	95,094	22,671	-	-	-	N/A
TOTAL EMERGENCY MANAGEMENT	**542,307**	**560,952**	**948,098**	**1,103,460**	**155,362**	**16.4%**

CITY OF SANTA FE
FINANCE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Finance Administration	1,278,975	1,312,151	1,601,441	1,893,305	291,864	18.2%
Accounting	5,383,862	3,706,177	3,097,808	2,903,443	(194,365)	-6.3%
Budget	18,200,890	23,404,980	16,387,733	12,484,831	(3,902,902)	-23.8%
Fleet Management	1,529,059	1,857,475	1,758,213	1,985,056	226,843	12.9%
Purchasing	1,639,225	963,654	1,031,152	1,203,888	172,736	16.8%
Treasury	1,084,953	1,444,078	2,450,138	2,205,845	(244,293)	-10.0%
TOTAL FINANCE DEPARTMENT	**29,116,965**	**32,688,516**	**26,326,485**	**22,676,368**	**(3,650,117)**	**-13.9%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	4,840,314	5,962,505	6,960,781	7,009,061	48,280	0.7%
Contractuals & Utilities	4,107,679	2,109,544	2,482,700	2,015,000	(467,700)	-18.8%
Repairs & Maintenance	163,798	114,281	250,000	293,000	43,000	17.2%
Supplies	550,829	345,951	574,200	724,400	150,200	26.2%
Insurance	153,994	221,950	197,212	199,681	2,469	1.3%
Other Operating Costs	763,676	729,972	574,603	892,715	318,112	55.4%
Capital Purchases	12,292	85,914	20,000	50,000	30,000	150.0%
Transfers to Other Funds	18,524,383	23,118,399	15,266,989	11,492,511	(3,774,478)	-24.7%
TOTAL FINANCE DEPARTMENT	**29,116,965**	**32,688,516**	**26,326,485**	**22,676,368**	**(3,650,117)**	**-13.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	8,776,466	8,695,902	8,751,208	8,825,022	73,814	0.8%
Capital Equipment Reserve	803,570	52,751	-	-	-	N/A
Lodgers' Tax Fund	93,455	137,562	352,734	177,122	(175,612)	-49.8%
Community Development	-	278	-	-	-	N/A
1/2% GRT Income Fund	17,914,415	22,244,547	15,464,330	11,689,168	(3,775,162)	-24.4%
Services to Other Depts	1,529,059	1,557,475	1,758,213	1,985,056	226,843	12.9%
TOTAL FINANCE DEPARTMENT	**29,116,965**	**32,688,516**	**26,326,485**	**22,676,368**	**(3,650,117)**	**-13.9%**

CITY OF SANTA FE
FIRE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Fire Administration	4,003,767	5,932,596	3,483,855	6,272,055	2,788,200	80.0%
Fire Operations	20,593,763	25,840,021	25,541,866	27,060,515	1,518,649	5.9%
Support Services	6,226,012	7,637,289	6,877,668	7,630,786	753,118	11.0%
TOTAL FIRE DEPARTMENT	**30,823,543**	**39,409,906**	**35,903,389**	**40,963,356**	**5,059,967**	**14.1%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	25,028,156	28,364,702	29,464,690	30,419,854	955,164	3.2%
Contractuals & Utilities	524,845	539,487	768,885	2,298,318	1,529,433	198.9%
Repairs & Maintenance	140,854	189,036	127,674	154,284	26,610	20.8%
Supplies	1,812,582	1,887,770	1,655,951	2,314,995	659,044	39.8%
Insurance	710,451	876,512	776,875	762,956	(13,919)	-1.8%
Other Operating Costs	1,292,611	3,360,884	2,116,782	3,912,880	1,796,098	84.9%
Capital Purchases	1,101,042	2,753,511	992,532	1,100,069	107,537	10.8%
Debt Service	89,839	214,844	-	-	-	N/A
Transfers to Other Funds	123,163	1,223,161	-	-	-	N/A
TOTAL FIRE DEPARTMENT	**30,823,543**	**39,409,906**	**35,903,389**	**40,963,356**	**5,059,967**	**14.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	29,437,443	36,961,250	34,740,216	39,040,901	4,300,685	12.4%
Emergency Services	1,386,100	1,348,656	1,163,173	1,922,455	759,282	65.3%
Impact Fees Fund	-	1,100,000	-	-	-	N/A
TOTAL FIRE DEPARTMENT	**30,823,543**	**39,409,906**	**35,903,389**	**40,963,356**	**5,059,967**	**14.1%**

CITY OF SANTA FE
GENERAL GOVERNMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Mayor's Office	668,199	406,883	667,169	733,795	66,626	10.0%
City Council	521,385	652,878	747,867	949,548	201,681	27.0%
City Manager	701,546	916,077	1,144,336	1,583,280	438,944	38.4%
City Attorney	2,939,449	3,207,144	3,147,697	3,692,722	545,025	17.3%
Internal Audit	837	173,975	150,000	200,000	50,000	33.3%
Municipal Court	1,964,734	1,934,989	2,377,354	2,518,122	140,768	5.9%
Risk Management	7,196,538	7,395,374	8,684,414	10,248,623	1,564,209	18.0%
Safety	1,949,324	1,991,533	4,298,918	4,541,887	242,969	5.7%
TOTAL GENERAL GOVERNMENT	**15,942,012**	**16,678,851**	**21,217,755**	**24,467,977**	**3,250,222**	**15.3%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	5,502,506	5,644,444	6,556,468	7,207,126	650,658	9.9%
Contractuals & Utilities	1,042,516	1,186,638	1,270,827	2,235,800	964,973	75.9%
Repairs & Maintenance	4,415	12,503	6,775	7,944	1,169	17.3%
Supplies	213,169	231,612	422,928	417,422	(5,506)	-1.3%
Insurance	8,118,866	8,731,916	11,642,810	13,010,307	1,367,497	11.7%
Other Operating Costs	974,726	869,618	1,186,947	1,539,378	352,431	29.7%
Capital Purchases	23,315	-	131,000	50,000	(81,000)	-61.8%
Transfers to Other Funds	62,500	2,120	-	-	-	N/A
TOTAL GENERAL GOVERNMENT	**15,942,012**	**16,678,851**	**21,217,755**	**24,467,977**	**3,250,222**	**15.3%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	6,696,573	7,273,455	8,173,823	9,640,867	1,467,044	17.9%
Law Enforcement	99,577	18,490	60,600	36,600	(24,000)	-39.6%
Risk Management	7,784,261	7,948,567	9,514,876	11,319,574	1,804,698	19.0%
Workers' Compensation	1,361,601	1,438,340	3,468,456	3,470,936	2,480	0.1%
TOTAL GENERAL GOVERNMENT	**15,942,012**	**16,678,851**	**21,217,755**	**24,467,977**	**3,250,222**	**15.3%**

CITY OF SANTA FE
HUMAN RESOURCES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	3,505,379	2,002,176	2,042,177	2,323,886	281,709	13.8%
Contractuals & Utilities	1,369,172	1,232,782	1,442,277	1,613,541	171,264	11.9%
Repairs & Maintenance	-	67	-	-	-	N/A
Supplies	32,950	60,643	115,320	115,320	-	0.0%
Insurance	22,670,557	24,089,218	28,297,999	29,155,109	857,110	3.0%
Other Operating Costs	347,409	324,764	377,220	479,502	102,282	27.1%
Capital Purchases	-	199	-	-	-	N/A
Transfers to Other Funds	75,000	235,405	75,000	96,824	21,824	29.1%
TOTAL HUMAN RESOURCES	**28,000,468**	**27,945,254**	**32,349,993**	**33,784,182**	**1,434,189**	**4.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	4,087,127	2,513,524	2,595,897	3,024,788	428,891	16.5%
Santa Fe Health/Dental	23,834,738	25,398,056	29,678,552	30,683,850	1,005,298	3.4%
Unemployment Claims	78,602	33,673	75,544	75,544	-	0.0%
TOTAL HUMAN RESOURCES	**28,000,468**	**27,945,254**	**32,349,993**	**33,784,182**	**1,434,189**	**4.4%**

CITY OF SANTA FE
INFORMATION TECHNOLOGY & TELECOMMUNICATIONS - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
ITT Administration	5,208,743	4,644,452	2,466,666	2,495,776	29,110	1.2%
End User Services	870,468	810,534	995,253	1,044,346	49,093	4.9%
Enterprise Application Services	2,254,979	4,904,828	2,752,479	4,961,402	2,208,923	80.3%
Enterprise Project Management	2,305,733	1,258,462	1,688,210	1,707,069	18,859	1.1%
Infrastructure Services	4,866,317	7,123,386	7,116,949	13,629,690	6,512,741	91.5%
TOTAL INFO. TECH. & TELECOMM.	**15,506,239**	**18,741,662**	**15,019,557**	**23,838,283**	**8,818,726**	**58.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	5,337,269	4,754,749	5,754,695	5,852,899	98,204	1.7%
Contractuals & Utilities	1,983,543	2,361,975	2,395,326	7,327,265	4,931,939	205.9%
Repairs & Maintenance	97,865	207,374	171,000	57,032	(113,968)	-66.6%
Supplies	1,246,244	2,312,322	1,943,221	4,379,836	2,436,615	125.4%
Insurance	97,986	199,165	154,947	156,839	1,892	1.2%
Other Operating Costs	3,061,424	5,398,800	2,744,100	4,093,982	1,349,882	49.2%
Capital Purchases	427,312	382,894	498,715	1,088,715	590,000	118.3%
Debt Service	4,596	14,970	-	-	-	N/A
Transfers to Other Funds	3,250,000	3,109,412	1,357,553	881,715	(475,838)	-35.1%
TOTAL INFO. TECH. & TELECOMM.	**15,506,239**	**18,741,662**	**15,019,557**	**23,838,283**	**8,818,726**	**58.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	-	2,487,000	-	-	-	N/A
1/2% GRT Income Fund	3,652,744	500,000	1,598,753	1,549,715	(49,038)	-3.1%
Services to Other Depts	11,853,495	15,754,662	13,420,804	22,288,568	8,867,764	66.1%
TOTAL INFO. TECH. & TELECOMM.	**15,506,239**	**18,741,662**	**15,019,557**	**23,838,283**	**8,818,726**	**58.7%**

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	95,505	280,848	304,396	404,921	100,525	33.0%
Contractuals & Utilities	-	257,769	271,326	202,218	(69,108)	-25.5%
Supplies	2,755	3,966	2,500	6,500	4,000	160.0%
Insurance	-	-	-	13,213	13,213	N/A
Other Operating Costs	578	25	16,333	47,995	31,662	193.9%
Capital Purchases	-	29,040	-	-	-	N/A
TOTAL METRO. REDEV. AGENCY	**98,838**	**571,648**	**594,555**	**674,847**	**80,292**	**13.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Economic Development	98,838	571,648	594,555	674,847	80,292	13.5%
TOTAL METRO. REDEV. AGENCY	**98,838**	**571,648**	**594,555**	**674,847**	**80,292**	**13.5%**

CITY OF SANTA FE
PLANNING & LAND USE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Land Use Administration	2,367,400	3,071,174	2,795,125	3,572,244	777,119	27.8%
Affordable Housing	7,395,395	9,602,417	8,623,080	8,775,829	152,749	1.8%
Building Permit Division	761,270	748,602	918,364	969,734	51,370	5.6%
Enforcement Division	-	230,175	11,120	786,524	775,404	6973.1%
Historic Preservation	512,549	562,682	596,405	615,488	19,083	3.2%
Inspections Division	1,887,809	1,990,066	2,191,763	1,815,092	(376,671)	-17.2%
Planning Division	789,780	1,058,819	1,106,288	1,164,812	58,524	5.3%
Technical Review	514,484	672,511	734,037	910,327	176,290	24.0%
TOTAL PLANNING & LAND USE	**14,228,688**	**17,936,446**	**16,976,182**	**18,610,050**	**1,633,868**	**9.6%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	5,760,345	6,249,650	6,939,025	7,890,242	951,217	13.7%
Contractuals & Utilities	5,890,619	6,811,529	5,721,590	6,078,885	357,295	6.2%
Repairs & Maintenance	-	-	2,549	2,549	-	0.0%
Supplies	76,864	61,622	108,670	79,770	(28,900)	-26.6%
Insurance	231,348	272,503	252,181	253,848	1,667	0.7%
Other Operating Costs	852,821	706,074	717,167	1,069,756	352,589	49.2%
Capital Purchases	723,854	81,525	235,000	235,000	-	0.0%
Transfers to Other Funds	692,837	3,753,544	3,000,000	3,000,000	-	0.0%
TOTAL PLANNING & LAND USE	**14,228,688**	**17,936,446**	**16,976,182**	**18,610,050**	**1,633,868**	**9.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	8,366,438	12,717,660	12,105,390	13,787,841	1,682,451	13.9%
Impact Fees Fund	52,555	73,382	89,689	96,676	6,987	7.8%
Community Development	5,796,083	5,145,153	4,781,103	165,533	(4,615,570)	-96.5%
Affordable Housing Trust	-	-	-	4,560,000	4,560,000	N/A
Historic Preservation	13,650	-	-	-	-	N/A
Land Development	(38)	251	-	-	-	N/A
TOTAL PLANNING & LAND USE	**14,228,688**	**17,936,446**	**16,976,182**	**18,610,050**	**1,633,868**	**9.6%**

CITY OF SANTA FE
POLICE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Police Administration	16,998,485	16,018,403	16,292,637	20,641,585	4,348,948	26.7%
Police Operations	22,776,915	25,620,798	25,820,842	27,190,083	1,369,241	5.3%
TOTAL POLICE DEPARTMENT	**39,775,400**	**41,639,201**	**42,113,479**	**47,831,668**	**5,718,189**	**13.6%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	25,612,137	28,966,505	29,652,902	31,900,978	2,248,076	7.6%
Contractuals & Utilities	963,171	1,352,584	1,652,589	2,341,377	688,788	41.7%
Repairs & Maintenance	136,043	185,789	199,571	211,652	12,081	6.1%
Supplies	948,770	992,809	1,048,408	1,169,339	120,931	11.5%
Insurance	1,166,076	1,528,482	1,804,304	1,871,425	67,121	3.7%
Other Operating Costs	6,220,180	5,192,392	6,232,342	8,208,202	1,975,860	31.7%
Capital Purchases	4,729,022	3,420,641	1,523,363	2,128,695	605,332	39.7%
TOTAL POLICE DEPARTMENT	**39,775,400**	**41,639,201**	**42,113,479**	**47,831,668**	**5,718,189**	**13.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	34,491,909	36,470,397	36,813,085	40,028,902	3,215,817	8.7%
Animal Services	64,883	1,001	4,705	5,000	295	6.3%
Law Enforcement	5,218,608	5,167,803	5,295,689	7,797,766	2,502,077	47.2%
TOTAL POLICE DEPARTMENT	**39,775,400**	**41,639,201**	**42,113,479**	**47,831,668**	**5,718,189**	**13.6%**

CITY OF SANTA FE
PUBLIC UTILITIES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Public Utilities Administration	3,439,284	2,186,009	4,093,704	3,579,549	(514,155)	-12.6%
Conservation & Sustainability	1,683,306	2,996,761	1,863,966	2,461,222	597,256	32.0%
Environmental Services	16,374,733	16,404,095	24,796,557	25,088,574	292,017	1.2%
Utility Customer Service	5,209,828	5,570,280	9,386,993	8,499,202	(887,791)	-9.5%
Wastewater Management	15,020,899	19,010,286	22,709,242	19,143,241	(3,566,001)	-15.7%
Water Operations	33,072,862	28,764,046	37,866,802	41,668,518	3,801,716	10.0%
TOTAL PUBLIC UTILITIES	**74,800,912**	**74,931,476**	**100,717,264**	**100,440,306**	**(276,958)**	**-0.3%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	18,419,827	20,857,558	25,224,532	27,312,171	2,087,639	8.3%
Contractuals & Utilities	11,803,762	14,713,448	21,043,173	23,094,615	2,051,442	9.7%
Repairs & Maintenance	3,275,335	4,440,282	5,502,600	2,751,197	(2,751,403)	-50.0%
Supplies	2,494,884	2,702,179	4,476,977	4,279,597	(197,380)	-4.4%
Insurance	1,915,740	1,321,683	1,387,124	2,110,781	723,657	52.2%
Other Operating Costs	26,688,716	19,094,961	19,075,526	18,304,237	(771,289)	-4.0%
Capital Purchases	(16,076)	1,747,318	4,996,700	4,517,500	(479,200)	-9.6%
Debt Service	2,541,386	2,533,711	5,584,253	5,584,408	155	0.0%
Transfers to Other Funds	7,677,338	7,520,336	13,426,379	12,485,800	(940,579)	-7.0%
TOTAL PUBLIC UTILITIES	**74,800,912**	**74,931,476**	**100,717,264**	**100,440,306**	**(276,958)**	**-0.3%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Resource Conservation	957,664	1,028,544	1,576,663	1,051,263	(525,400)	-33.3%
Community Development	21,411	10,132	-	-	-	N/A
Waste Water Management	15,020,899	19,010,286	22,709,242	19,143,241	(3,566,001)	-15.7%
Water Management	34,734,757	31,750,675	39,730,768	41,668,518	1,937,750	4.9%
Environmental Services	16,369,733	16,404,095	24,271,157	25,088,574	817,417	3.4%
Utilities Administration	7,696,448	6,727,744	12,429,434	11,027,488	(1,401,946)	-11.3%
Conservation & Sustainability	-	-	-	2,461,222	2,461,222	N/A
TOTAL PUBLIC UTILITIES	**74,800,912**	**74,931,476**	**100,717,264**	**100,440,306**	**(276,958)**	**-0.3%**

CITY OF SANTA FE
PUBLIC WORKS DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Public Works Administration	1,200,030	1,145,485	1,425,488	1,927,735	502,247	35.2%
Facilities Maintenance	12,260,213	20,222,466	15,254,797	19,187,457	3,932,660	25.8%
Metropolitan Planning Organization	434,664	654,398	550,173	555,716	5,543	1.0%
Municipal Recreation Complex	5,051,856	3,723,000	7,843,879	8,391,096	547,217	7.0%
Parking Division	5,541,877	5,594,102	5,996,713	6,363,772	367,059	6.1%
Parks Division	13,918,361	21,194,725	16,247,453	17,846,418	1,598,965	9.8%
Complete Streets Division	18,806,207	19,205,380	11,896,032	12,055,919	159,887	1.3%
Transit	9,573,051	11,842,458	12,529,528	14,214,186	1,684,658	13.4%
TOTAL PUBLIC WORKS	**66,786,259**	**83,582,014**	**71,744,063**	**80,542,299**	**8,798,236**	**12.3%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	21,808,242	25,366,671	27,510,356	31,698,795	4,188,439	15.2%
Contractuals & Utilities	12,433,174	12,206,210	16,264,303	15,853,300	(411,003)	-2.5%
Repairs & Maintenance	2,581,244	2,043,705	3,480,555	3,894,447	413,892	11.9%
Supplies	2,227,847	2,111,226	2,346,667	2,342,596	(4,071)	-0.2%
Insurance	2,315,341	2,022,576	2,166,614	2,025,985	(140,629)	-6.5%
Other Operating Costs	9,130,701	9,620,708	5,629,004	7,279,571	1,650,567	29.3%
Capital Purchases	5,096,536	6,714,553	4,136,032	4,826,640	690,608	16.7%
Debt Service	1,162,381	1,229,231	4,479,000	3,200,447	(1,278,553)	-28.5%
Transfers to Other Funds	10,030,792	22,267,134	5,731,532	9,420,518	3,688,986	64.4%
TOTAL PUBLIC WORKS	**66,786,259**	**83,582,014**	**71,744,063**	**80,542,299**	**8,798,236**	**12.3%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
General Fund	28,985,909	37,040,272	30,230,696	34,019,021	3,788,325	12.5%
Resource Conservation	168,117	181,508	185,517	-	(185,517)	-100.0%
City Drainage Fund	1,089,736	2,244,125	3,316,540	3,591,329	274,789	8.3%
Impact Fees Fund	2,106,152	1,938,504	-	-	-	N/A
Transportation Grants	501,535	727,456	679,552	1,125,307	445,755	65.6%
Community Development	1,117,260	226,407	-	-	-	N/A
Plaza Use Fund	43,914	126,352	35,500	35,500	-	0.0%
Public Facilities Fund	145,696	-	-	-	-	N/A
Quality of Life	95,696	283,425	251,650	252,650	1,000	0.4%
Streets & Roadways	2,730,650	2,373,138	1,762,470	1,843,090	80,620	4.6%
1/2% GRT Income Fund	4,798,712	11,469,661	4,403,702	7,194,207	2,790,505	63.4%
Railyard Properties	1,397,210	1,201,157	2,787,346	1,993,833	(793,513)	-28.5%
Midtown Campus	4,784,087	4,683,508	4,773,939	5,262,197	488,258	10.2%
Municipal Recreation Complex	3,773,528	3,723,000	4,920,289	5,216,798	296,509	6.0%
Parking	5,541,877	5,594,102	5,996,713	6,363,772	367,059	6.1%
Transit Bus System	9,506,181	11,769,399	12,400,149	13,644,595	1,244,446	10.0%
TOTAL PUBLIC WORKS	**66,786,259**	**83,582,014**	**71,744,063**	**80,542,299**	**8,798,236**	**12.3%**

CITY OF SANTA FE
REGIONAL AIRPORT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	2,614,327	3,574,688	3,772,121	3,778,552	6,431	0.2%
Contractuals & Utilities	1,064,107	337,580	153,700	189,200	35,500	23.1%
Repairs & Maintenance	215,757	268,193	206,000	927,500	721,500	350.2%
Supplies	272,939	659,583	326,000	475,000	149,000	45.7%
Insurance	83,447	139,942	153,021	181,320	28,299	18.5%
Other Operating Costs	2,013,693	2,977,945	701,055	1,032,460	331,405	47.3%
Capital Purchases	80,069	96,340	70,000	1,155,000	1,085,000	1550.0%
Transfers to Other Funds	-	20,634	-	-	-	N/A
TOTAL REGIONAL AIRPORT	**6,344,339**	**8,074,904**	**5,381,897**	**7,739,032**	**2,357,135**	**43.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Airport Fund	6,344,339	8,074,904	5,381,897	7,739,032	2,357,135	43.8%
TOTAL REGIONAL AIRPORT	**6,344,339**	**8,074,904**	**5,381,897**	**7,739,032**	**2,357,135**	**43.8%**

CITY OF SANTA FE
TOURISM SANTA FE - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2026/27 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Santa Fe Civic Center	5,919,304	7,321,648	8,605,275	9,368,057	762,782	8.9%
Visitors Bureau	5,807,609	7,261,247	7,663,875	8,910,731	1,246,856	16.3%
TOTAL TOURISM SANTA FE	**11,726,913**	**14,582,895**	**16,269,150**	**18,278,788**	**2,009,638**	**12.4%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Salaries, Wages & Benefits	3,386,663	3,986,931	4,136,679	4,340,017	203,338	4.9%
Contractuals & Utilities	1,295,969	2,153,482	2,241,100	2,618,700	377,600	16.8%
Repairs & Maintenance	136,189	132,177	186,000	198,040	12,040	6.5%
Supplies	220,193	216,412	224,950	873,482	648,532	288.3%
Insurance	137,973	171,541	164,531	168,743	4,212	2.6%
Other Operating Costs	5,981,009	7,224,868	6,049,807	7,564,669	1,514,862	25.0%
Capital Purchases	65,843	119,033	1,350,000	595,000	(755,000)	-55.9%
Debt Service	450,787	396,625	1,758,386	1,761,148	2,762	0.2%
Transfers to Other Funds	52,286	181,826	157,697	158,989	1,292	0.8%
TOTAL TOURISM SANTA FE	**11,726,913**	**14,582,895**	**16,269,150**	**18,278,788**	**2,009,638**	**12.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2023/24	ACTUAL EXPENDITURES 2024/25	2025/26 ORIGINAL BUDGET	PROPOSED BUDGET 2026/27	$ CHANGE 2025/26 vs. 2026/27	% CHANGE 2025/26 vs. 2026/27
Lodgers' Tax Fund	5,807,609	7,261,247	7,663,875	8,910,731	1,246,856	16.3%
Santa Fe Convention Center	5,919,304	7,321,648	8,605,275	9,368,057	762,782	8.9%
TOTAL TOURISM SANTA FE	**11,726,913**	**14,582,895**	**16,269,150**	**18,278,788**	**2,009,638**	**12.4%**

FIR No. 10758

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Adopting the City of Santa Fe's Fiscal Year 2026-2027 Operating Budget

Sponsor(s): Mayor Michael J. Garcia

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins, Budget Officer **Date:** May 6, 2026 **Phone:** (505) 490-7228

Reviewed by City Attorney: Marcos D. Martinez Marcos D. Martinez (May 8, 2026 15:33:29 MDT) **Date:** 05/08/2026

Reviewed by Finance Director: ANDREA PHILLIPS (May 8, 2026 14:55:07 MDT) **Date:** 05/08/2026

Summary:
This Resolution would adopt the Fiscal Year 2026-2027 ("FY27") operating budget ("Budget") for the City of Santa Fe; detail on the Budget is provided in the Proposed FY27 Budget book, included with this Resolution.

Departments Affected:
All City Departments

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not be in compliance with state law, which requires the City "to furnish and file with the [local government] division [of the department of finance and administration], on or before June 1 of each year, a proposed budget for the next fiscal year;" NMSA 1978 § 6-6-2. The absence of a budget would likely render the City ineligible to receive funding from the State and may hamper the City's ability to expend money as well.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
N/A

Performance and Administrative Implications:
The FY27 Budget sets a fiscally sustainable course for the City, while making investments to deliver exceptional services for Santa Fe.

Fiscal Implications:
The recommended FY27 All Funds operating expenditure budget of $521,144,821 is detailed in the Proposed FY27 Budget book included with this Resolution, and in the tables shown below.

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 Services	$ 0	$183,560,816	$ 0	N	R & NR	various	$183,560,816
Operating Expenses	$ 0	$221,494,390	$ 0	N	R & NR	various	$221,494,390
Capital Outlay	$ 0	$ 16,171,433	$ 0	N	R & NR	various	$ 16,171,433
Debt Service	$ 0	$ 21,158,722	$ 0	N	R & NR	various	$ 21,158,722
Transfers Out	$ 0	$ 78,759,460	$ 0	N	R & NR	various	$ 78,759,460
Total:	$ 0	$521,144,821	$ 0				$521,144,821

Expenditure Narrative:

The FY27 proposed budget meets the City's financial obligations, including pledged debt service and other operating costs, and leverages the City's resources into shared goals. The proposed FY27 all funds expenditures budget of $521,144,821 reflects an increase of $40,555,429, or 8.4%, when compared to Fiscal Year 2025-2026 ("FY26") original budgeted levels.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
Taxes	$ 0	$219,704,776	$ 0	R	various
Licenses & Permits	$ 0	$ 4,628,953	$ 0	R	various
Fees/Service Charges	$ 0	$169,571,975	$ 0	R	various
Fines & Forfeitures	$ 0	$ 695,103	$ 0	R	various
Miscellaneous	$ 0	$ 10,982,372	$ 0	R	various
Intergovernmental	$ 0	$ 15,492,357	$ 0	R	various
Interest Earnings	$ 0	$ 12,820,647	$ 0	R	various
Transfers In	$ 0	$ 79,070,300	$ 0	R	various
Total	$ 0	$512,966,483	$ 0	R	various

Revenue Narrative:

The proposed FY27 all funds revenue budget of $512,966,483 reflects an increase of $31,443,857, or 6.5%, when compared to FY26 original budgeted levels.

Signature:

Email: bjmoya@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
3.1 Grant of Lease.
3.2 Expansion Options.
3.3 Surrender.
3.4 Furniture, Fixtures & Equipment.
3.5 No Warranties as to Property; As-Is.

ARTICLE 4 RENT
4.1 Rent
ARTICLE 5 CONDITIONS PRECEDENT TO EXPANSION AND CONSTRUCTION
5.1 Conditions Precedent
ARTICLE 6 DEVELOPMENT PROGRAM; DEVELOPER RESPONSIBILITIES
6.1 Developer Responsibilities
6.2 Development Program
6.3 Development Plans
6.4 Governmental Authorities
6.5 Construction Approvals; Construction of Improvements.
6.6 Defects in Plans
6.7 Cooperation with the City
ARTICLE 7 DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS
7.1 Developer's Representations
ARTICLE 8 DEVELOPER IMPROVEMENTS; PHASES OF DEVELOPMENT PROGRAM
8.1 Construction Standard
8.2 Site Restoration
ARTICLE 9 CITY WORK; COORDINATION
9.1 Right of Way Improvements
9.2 Midtown Gas Loop
ARTICLE 10 COMMUNITY BENEFITS
10.1 Community Development Program Requirements
10.2 Environmental and Energy Design Requirements
10.3 Tenant/Use Requirements
10.4 Target Lease Goal
10.5 Leasing Requirements
10.6 Midtown District Assessments
10.7 Building Names
ARTICLE 11 MAINTENANCE AND REPAIR OF PROPERTY; UTILITIES
11.1 Maintenance and Repair
11.2 Damage
11.3 Utilities
ARTICLE 12 RELEASE & INDEMNIFICATION]
12.1 Release
12.2 General Indemnity
12.3 Environmental Indemnity
12.4 Survival
ARTICLE 13 INSURANCE
13.1 Workers' Compensation.
13.2 General Liability Insurance.

13.3 Automobile Liability Insurance.
13.4 Course of Construction/Builder's Risk Insurance.
13.5 Professional Liability.
13.6 Property Insurance.
13.7 Umbrella or Excess Liability Coverage
13.8 Subcontractor Insurance.
13.9 Provisions Applicable to All Insurance Requirements.
13.10 Sublease Insurance Requirements
ARTICLE 14 CASUALTY; CONDEMNATION
14.1 Casualty
14.2 Condemnation
ARTICLE 15 ASSIGNMENT; TRANSFER; SUBLEASE
15.1 Assignment; Transfer
15.2 Sublease
15.3 Permitted Transfer
ARTICLE 16 LEASEHOLD MORTGAGE
16.1 Leasehold Mortgage
16.2 Notice of Leasehold Mortgage
16.3 Developer Default of Leasehold Mortgage
16.4 Leasehold Mortgagee's Right to Cure a Default
16.5 Notice Mortgage's Right to Attorn
16.6 Notice Mortgage Limitation Liability
16.7 Prohibition Against Mutual Recission
16.8 Assumption of Obligations
16.9 No Liability; Indemnity
16.10 Bankruptcy
ARTICLE 17 CITY FINANCING
ARTICLE 18 LIENS
ARTICLE 19 REPORTING REQUIREMENTS
19.1 Reporting Requirements
19.2 Audits and Inspections
19.3 IPRA Compliance
ARTICLE 20 DEFAULT AND REMEDIES
20.1 Default by Developer
20.2 Remedies
20.3 Liquidated Damages
20.4 Event of Default by the City
20.5 Holdover.
20.6 Rights and Remedies Cumulative
20.7 Waiver
ARTICLE 20 GENERAL PROVISIONS
21.1 Compliance with Laws
21.2 Discrimination Prohibited
21.3 Recordation

21.4 Covenants Running With the Land
21.5 Notices
21.6 Relationship Between Parties
21.7 No Third-Party Rights
21.8 Counterparts
21.9 Exhibits; Ancillary Documents
21.10 Time of Essence
21.11 Computation of Time
21.12 Effect and Duration of Agreement Provisions
21.13 Force Majeure
21.14 Severability
21.15 Interpretation
21.16 Sections
21.17 Gender, Singular/Plural
21.18 Headings and Captions
21.19 Further Assurances
21.20 Waiver
21.21 Modifications; City Approval
21.22 Legal Advice
21.23 Non-Liability of Officials and Employees of the City
21.24 New Mexico Tort Claims Act
21.25 Governing Law
21.26 Legal Proceedings; Attorneys' Fees and Costs
21.27 Waiver of Jury Trial
21.28 Approval Required
21.29 Appropriations
21.30 No Pecuniary Liability of City
21.31 Officials, Agents and Employees Not Personally Liable
21.32 No Collusion
21.33 Public Records
21.34 Governmental Right and Powers
21.35 Survival

EXHIBITS

Exhibit A Depiction of Midtown Site
Exhibit B Legal Description of Property
Exhibit C Organizational Structure and Control Parties
Exhibit D LEED Requirements
Exhibit E Form of Bond
Exhibit F MADA FF&E & Inventory List
Exhibit G Predesign Report & Development Program
Exhibit H Construction Timeline

Exhibit I	Sublease Insurance Requirements
Exhibit J	Depiction of Midtown ROW Improvements
Exhibit K	Initial Partner Programming
Exhibit L	Form of Assignment of Plans
Exhibit M	Form of Report
Exhibit N	Restrictive Covenant for Qualifying Project within the Midtown Local Innovation Corridor

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

.

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

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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.

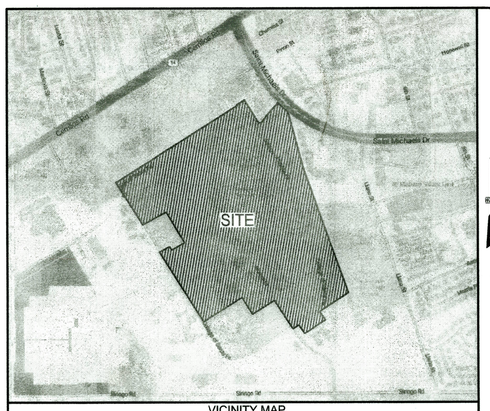
(Seal, if any)

_____
(Signature of Notarial Officer)

EXHIBIT A

DEPICTION OF THE MIDTOWN SITE

921-13



VICINITY MAP
N.T.S.

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: Andrea Salazar 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

XAVIER
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 Daniel M. Esquibel DATE: 2-6-25

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.

CASE NUMBER:

Tract	Case #
Midtown Site	2024-9265

COUNTY OF SANTA FE
STATE OF NEW MEXICO } SS

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

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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 C
SANTA FE COMMUNITY COLLEGE
BOOK: 719, PAGE: 047
(FILED: JULY 15, 2010)

TRACT 3
STATE OF NEW MEXICO
BOOK: 345, PAGE: 046

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

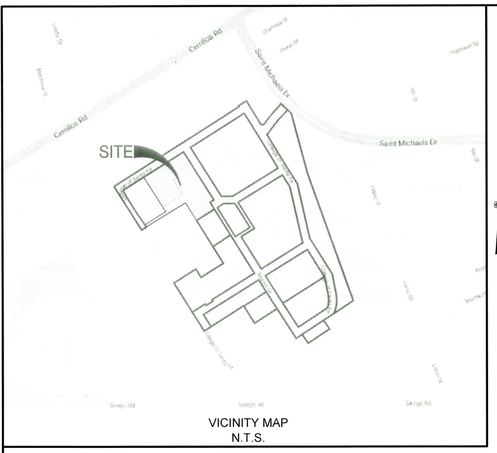
The following Tracts, as depicted on the following maps, comprise Phase 1, Phase 2 and Phase 3 of the Property, as follows:

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.

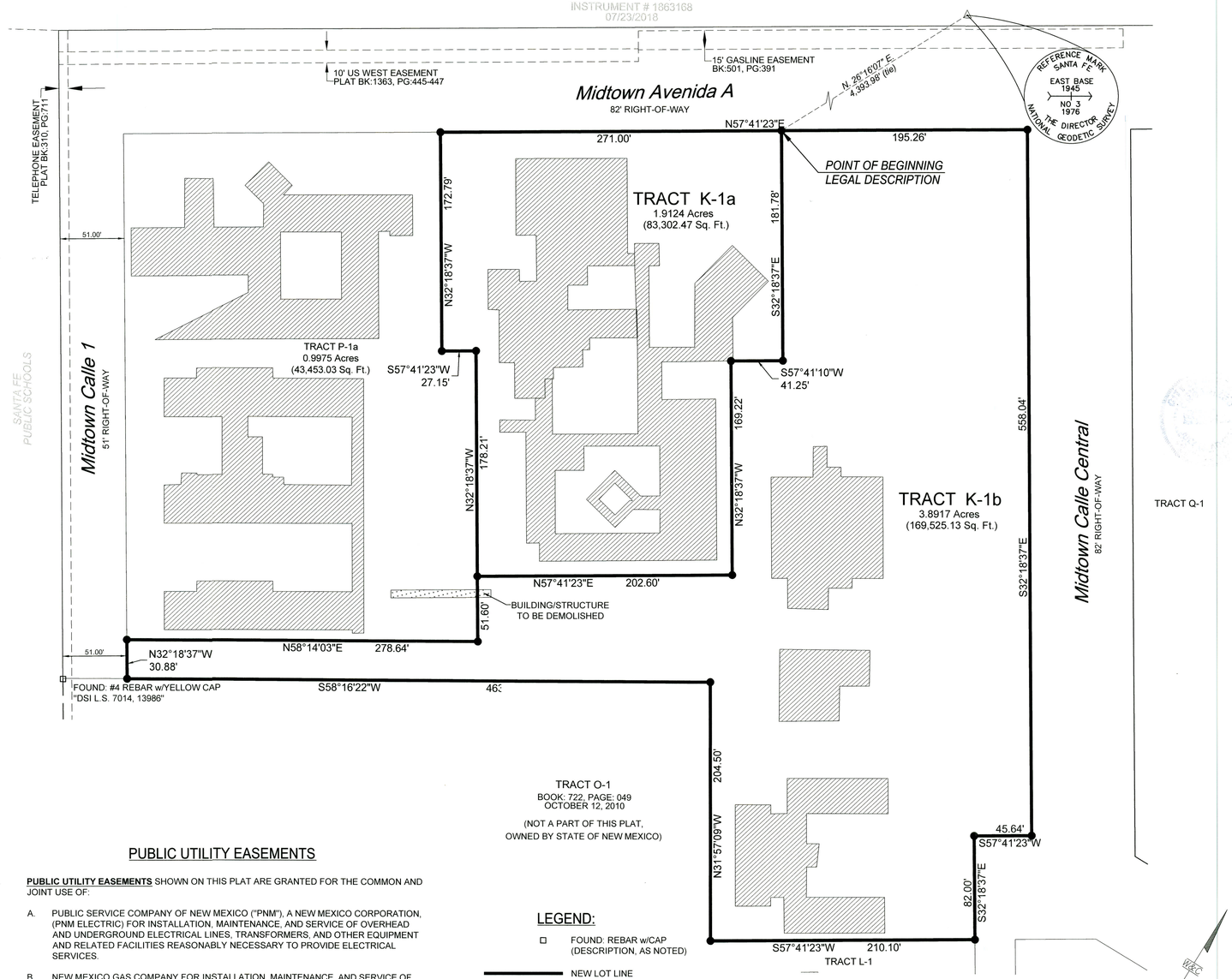
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PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF:

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.

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

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:

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
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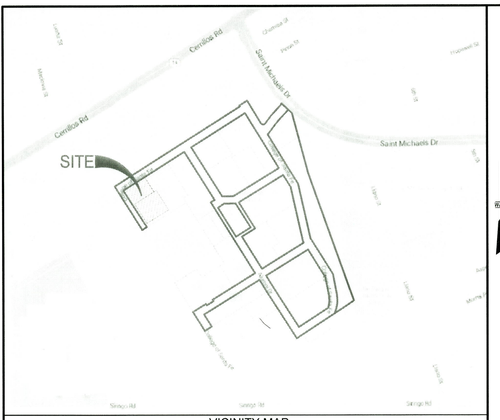
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SHEET 1 OF 1

921-22



VICINITY MAP
N.T.S.

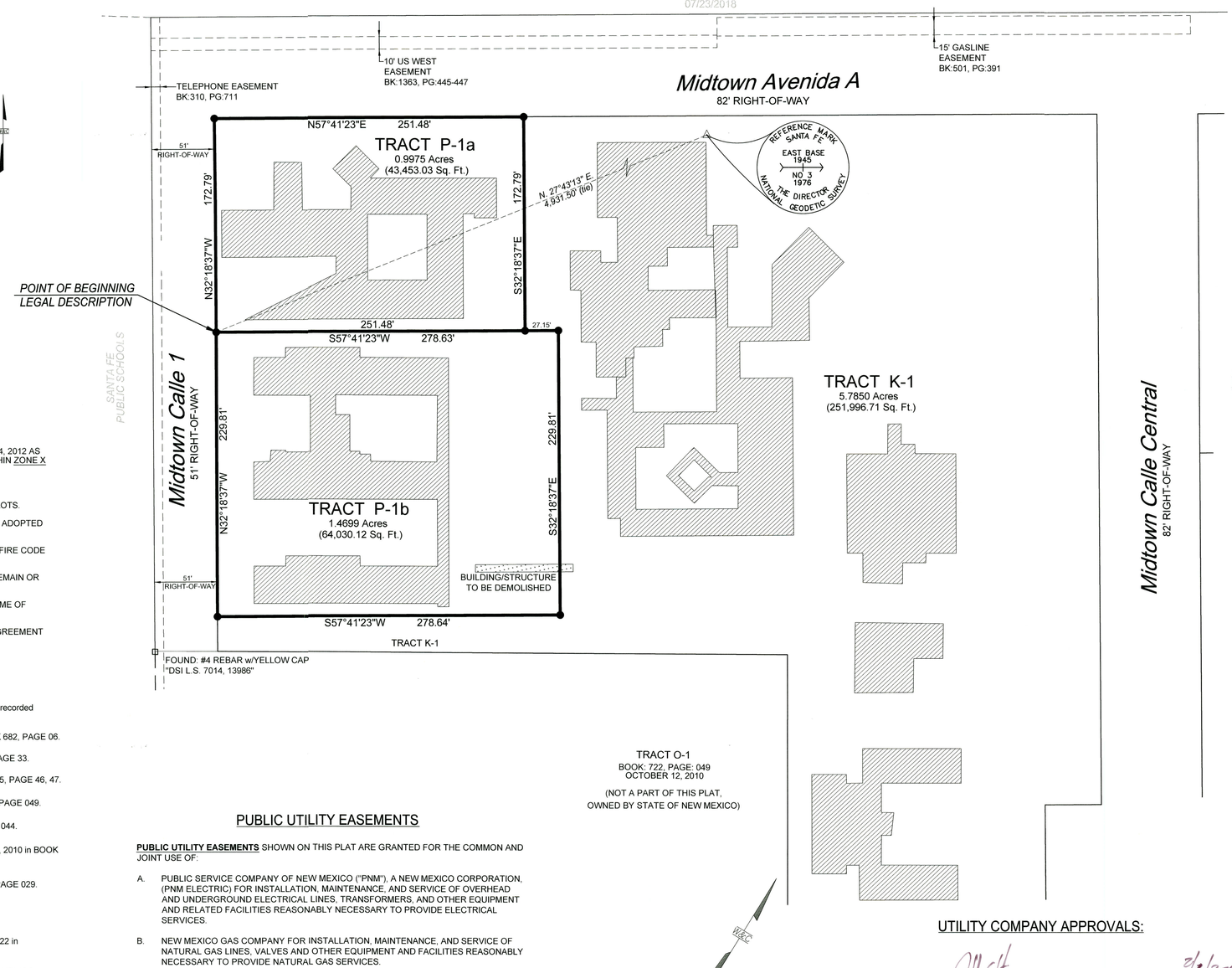
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EASEMENTS FOR ELECTRIC TRANSFORMER/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMER/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

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

BENJAMIN M. ARAGON NEW MEXICO 15268 REGISTERED PROFESSIONAL SURVEYOR

2-31-25
DATE

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:

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED OWNER HAS CAUSED THE LANDS SHOW ON THIS DOCUMENT TO BE ~~REPLATTED~~ * Lot Split 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 # 1132896
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.)

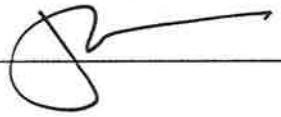
Organizer Name
Santa Fe Art Institute

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 40% 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

_____ 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 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

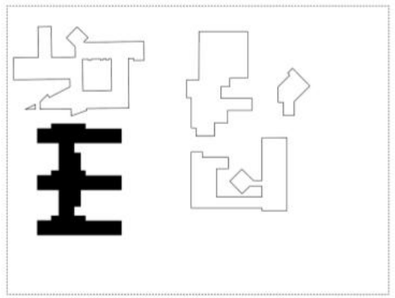
Midtown Arts & Design Aliance Predesign Report

MASS.
Issued 12.21.2023

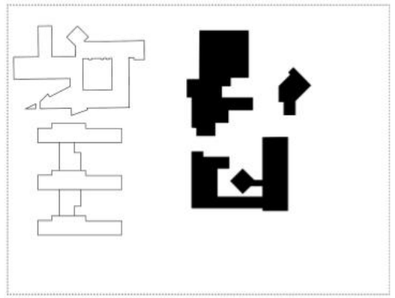
Overview of Approach

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.

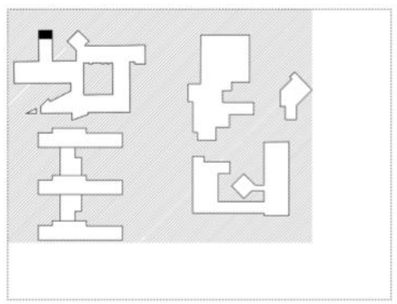
Significant changes to this scope (over 25% of the scope of work in any phase) will be reviewed by the Metropolitan Redevelopment Agency.



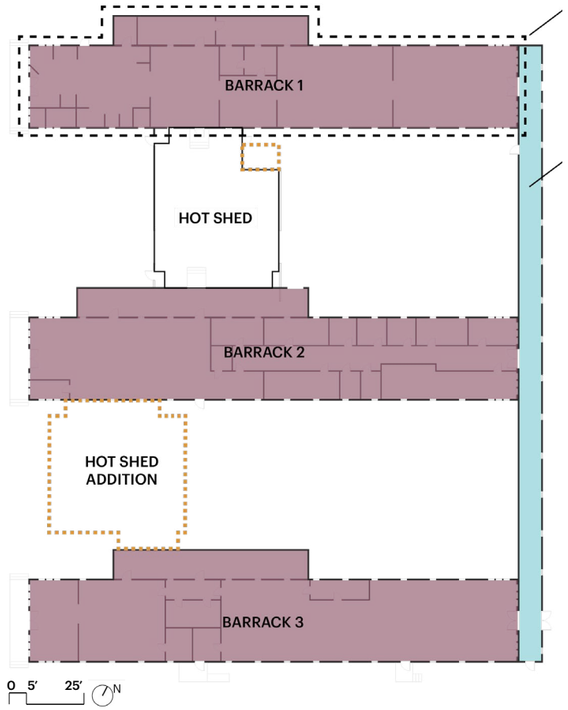
Barracks



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.

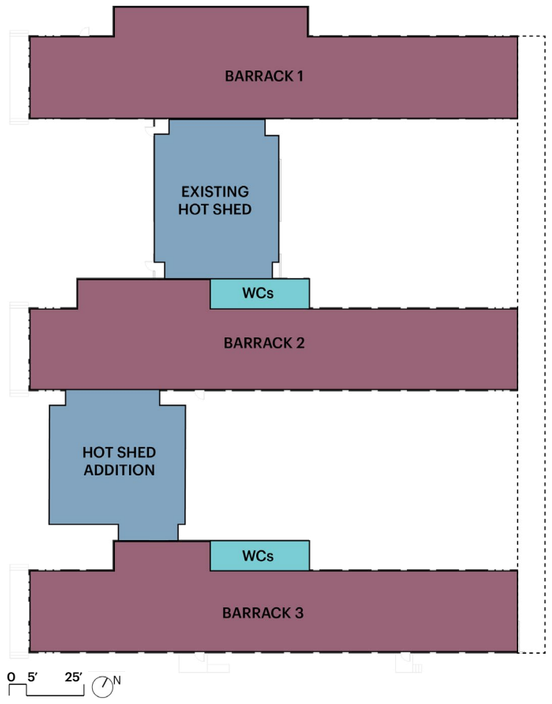
Roofs

- 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

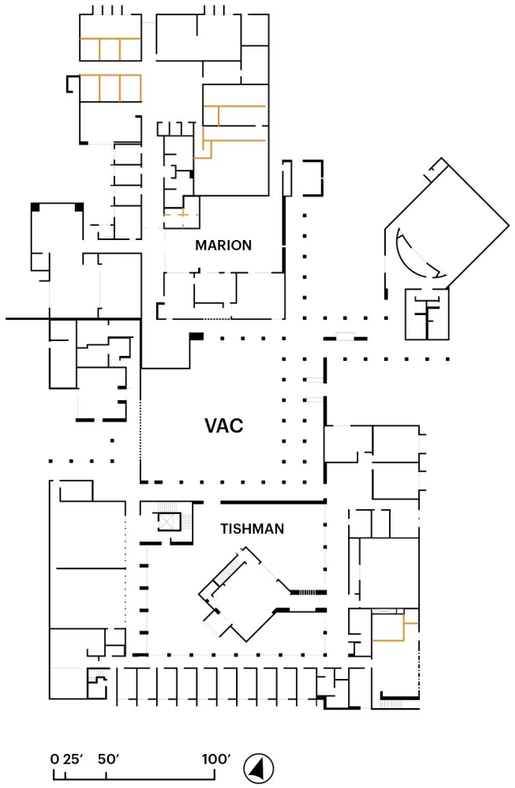
- New sidewalk connections to provide accessible entrances at east doors. Assume replacement of the entire branch from N/S sidewalk, approximately 16'L x 6'W at each of the (3) doors.
- Minor re-grading to provide accessible entrances and exits.
- Re-planting and grading of the area of demolished "Hall".
- 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).

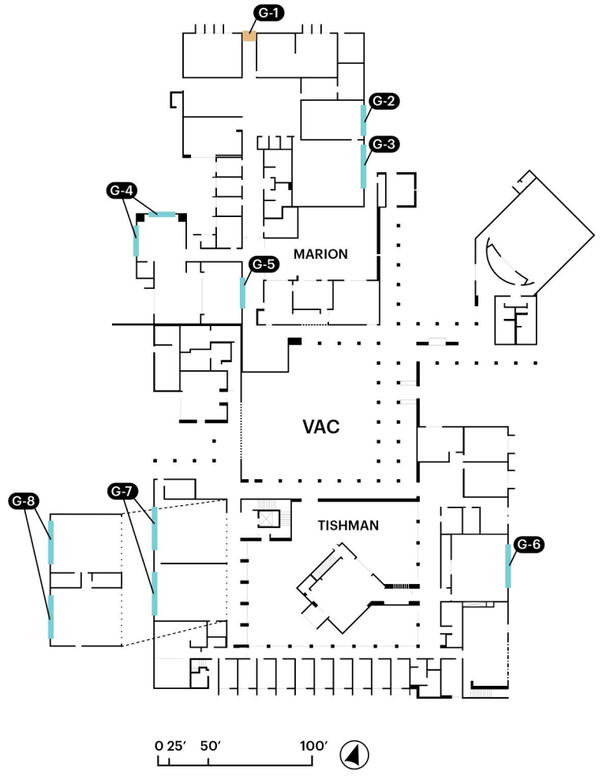
Overview of Approach (cont.)

- 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

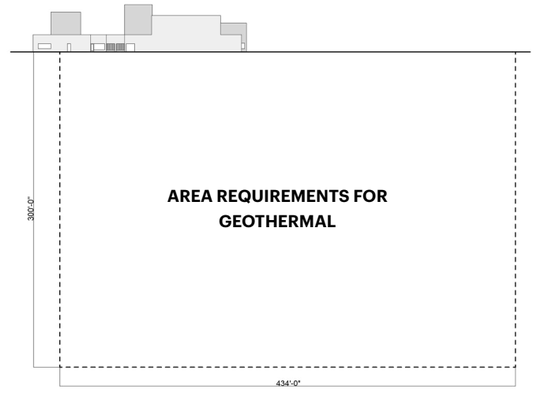
New Casework. In the new kitchen/breakroom spaces, assume PLAM base cabinets and uppers with quartz countertops.

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

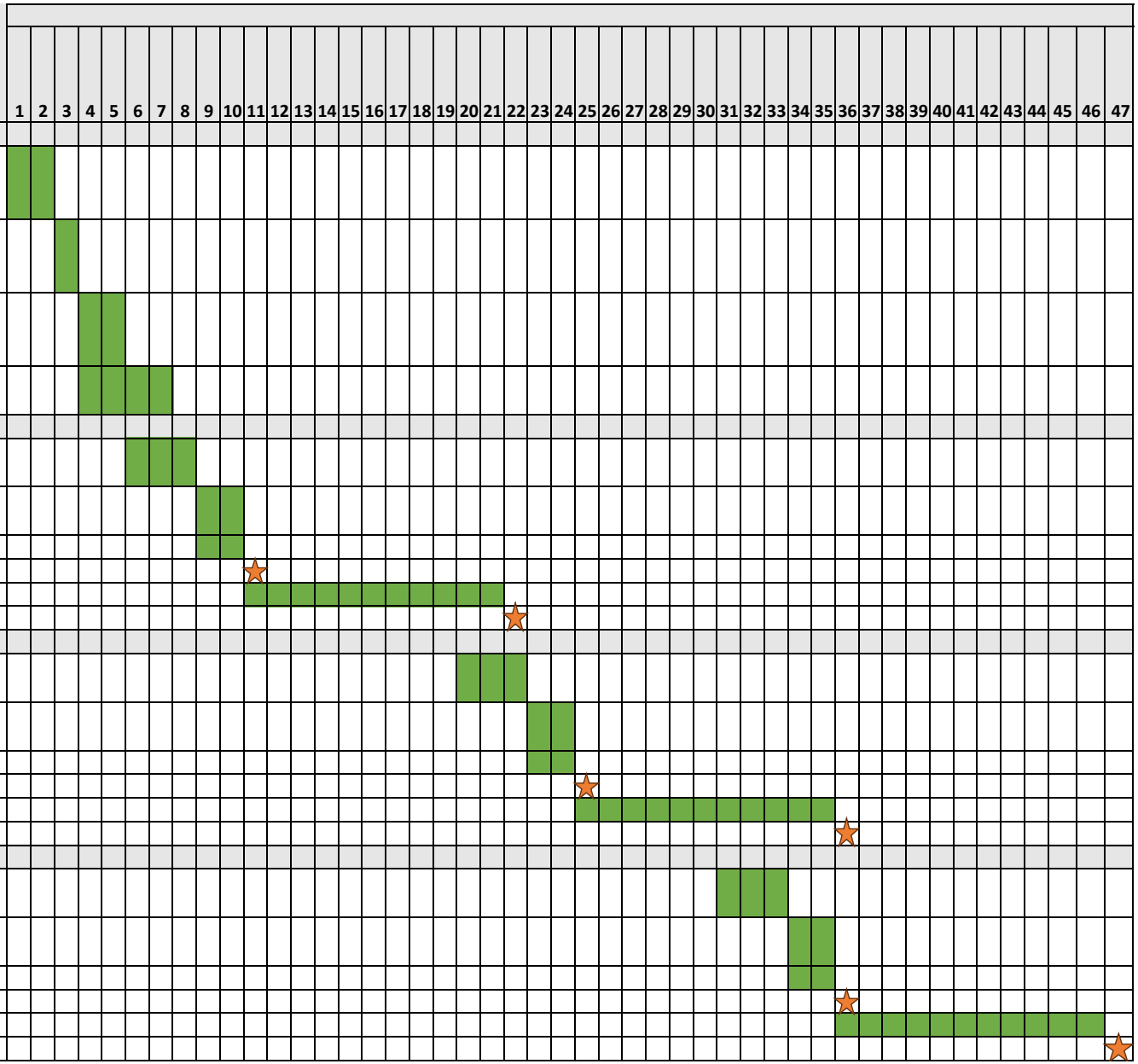


EXHIBIT I

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.

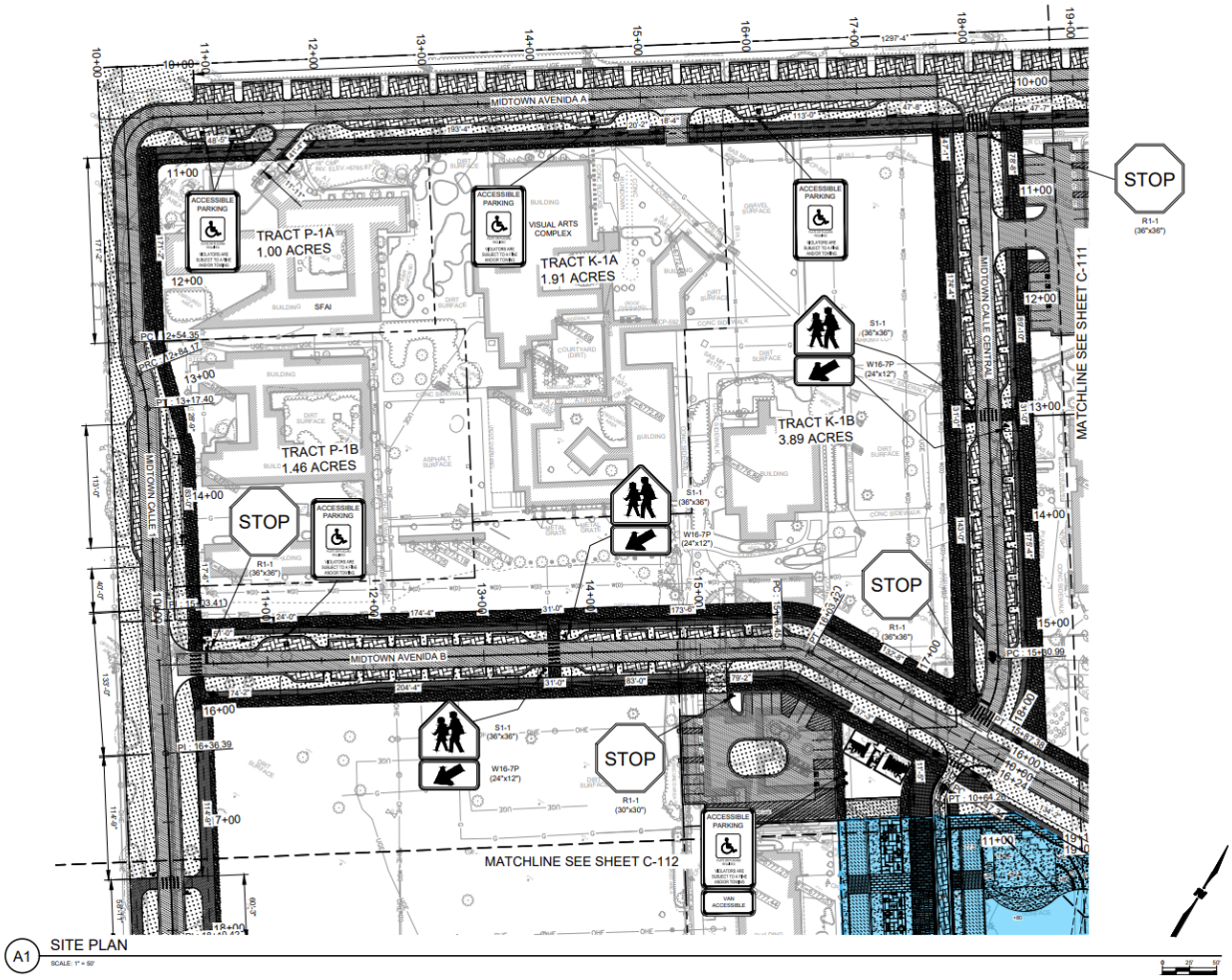
2.0 Indemnification

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

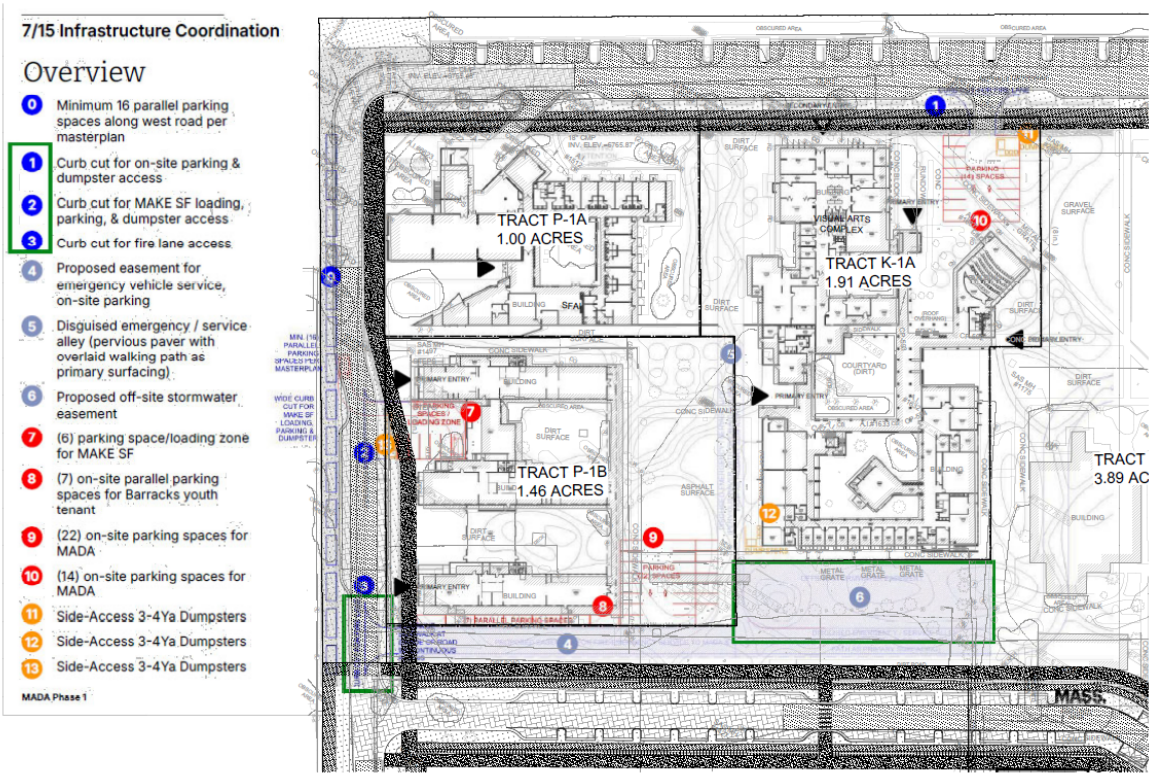


EXHIBIT K

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

Restrictive Covenant for Qualifying Project

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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

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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Addenda

Flood Map
Subject Data
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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

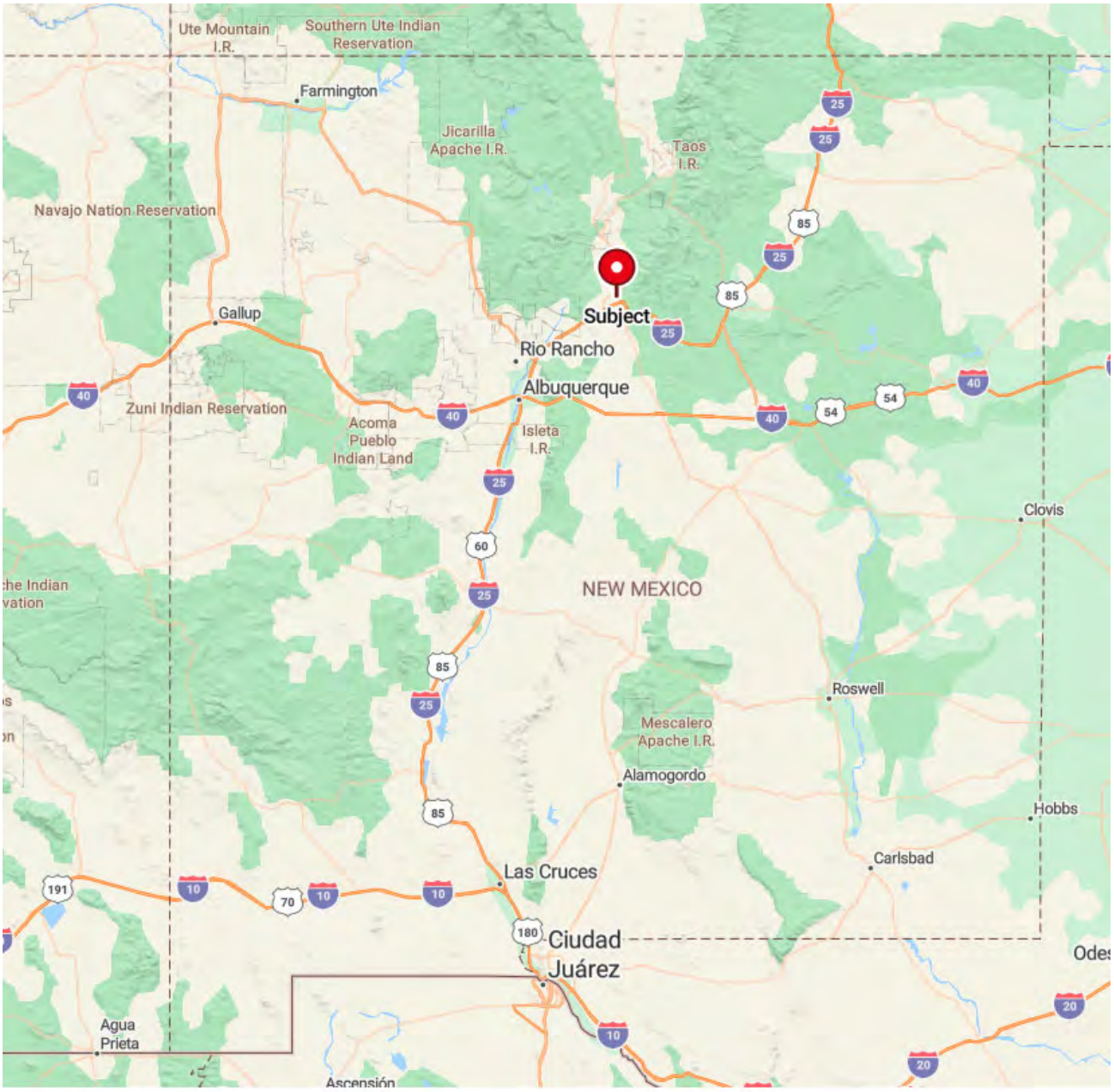
$14.75 per Square Foot or $515,335 per Year (NNN)

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:

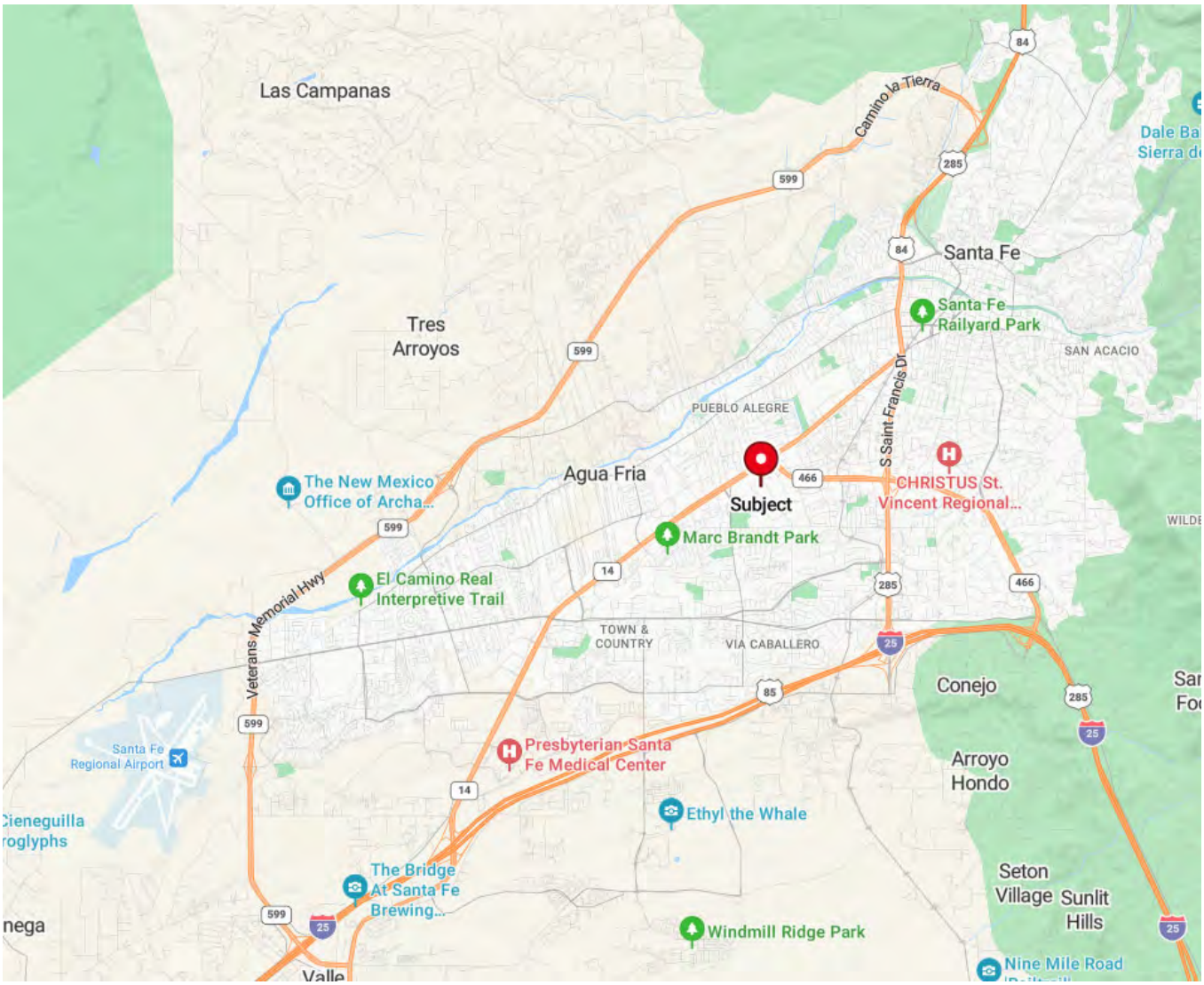
AVERAGE MARKET RENT OVER FIVE-YEAR TERM EFFECTIVE MARCH 16, 2026
$15.90 per Square Foot or $555,726 per Year (NNN)*

*Based on the Landlord being responsible for management and reserves for replacement

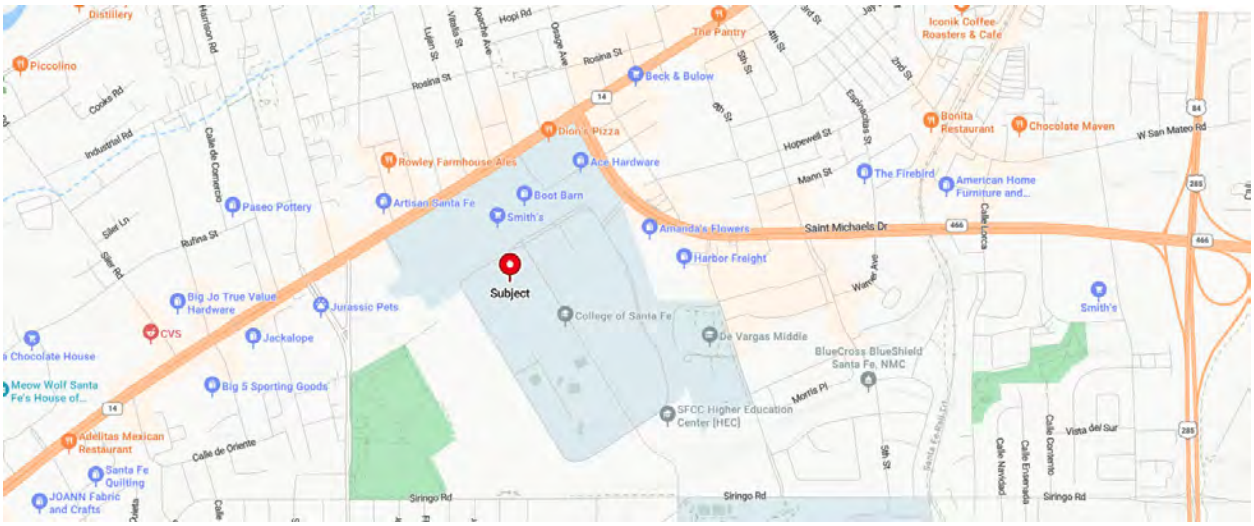
REGIONAL MAP



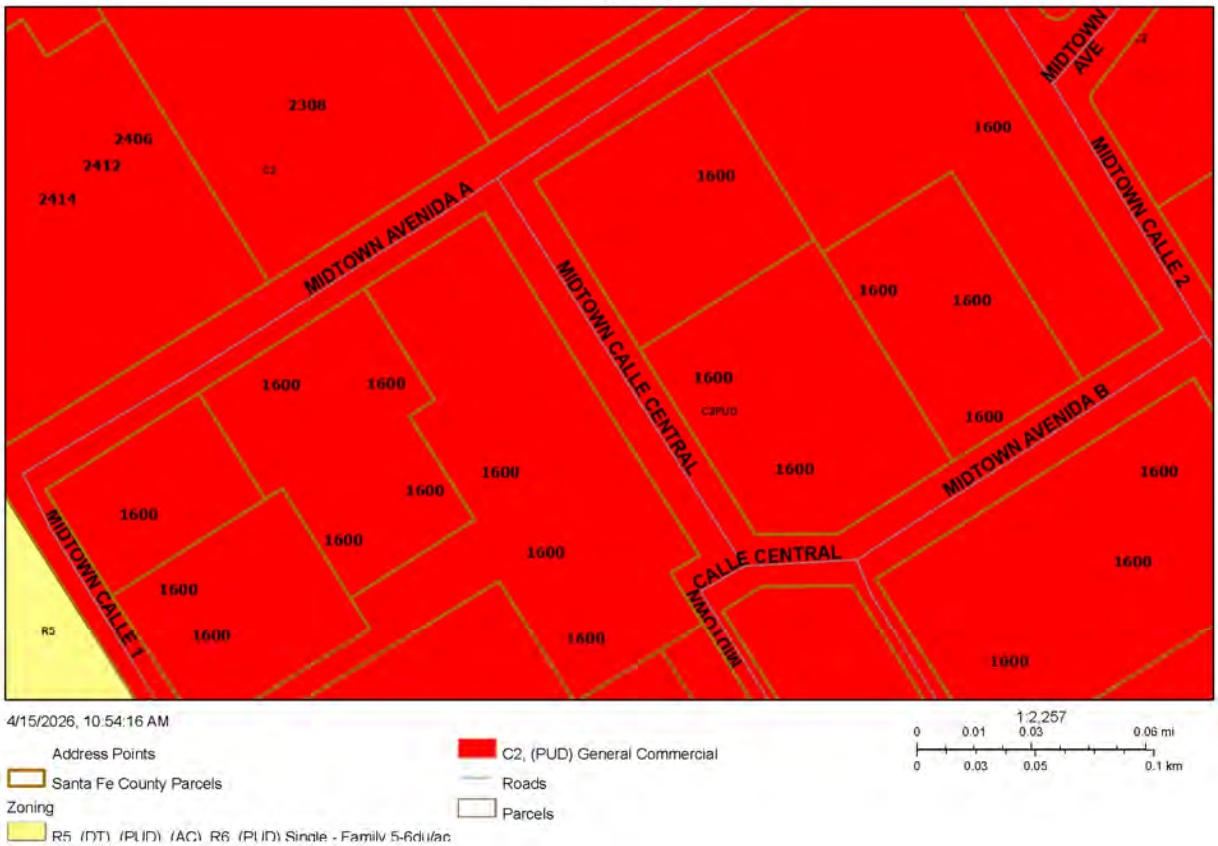
CITY MAP


Las Campanas
Camino la Tierra
Dale Ba
Sierra d
84
285
599
Santa Fe
Santa Fe
Railyard Park
Tres
Arroyos
SAN ACACIO
PUEBLO ALEGRE
S Saint Francis Dr
Agua Fria
Subject
466
CHRISTUS St.
Vincent Regional...
The New Mexico
Office of Archa...
Marc Brandt Park
El Camino Real
Interpretive Trail
14
Veterans Memorial Hwy
TOWN &
COUNTRY
VIA CABALLERO
25
85
Conejo
Arroyo
Hondo
Santa Fe
Regional Airport
Presbyterian Santa
Fe Medical Center
Ethyl the Whale
The Bridge
At Santa Fe
Brewing...
Seton
Village
Sunlit
Hills
Windmill Ridge Park
Nine Mile Road

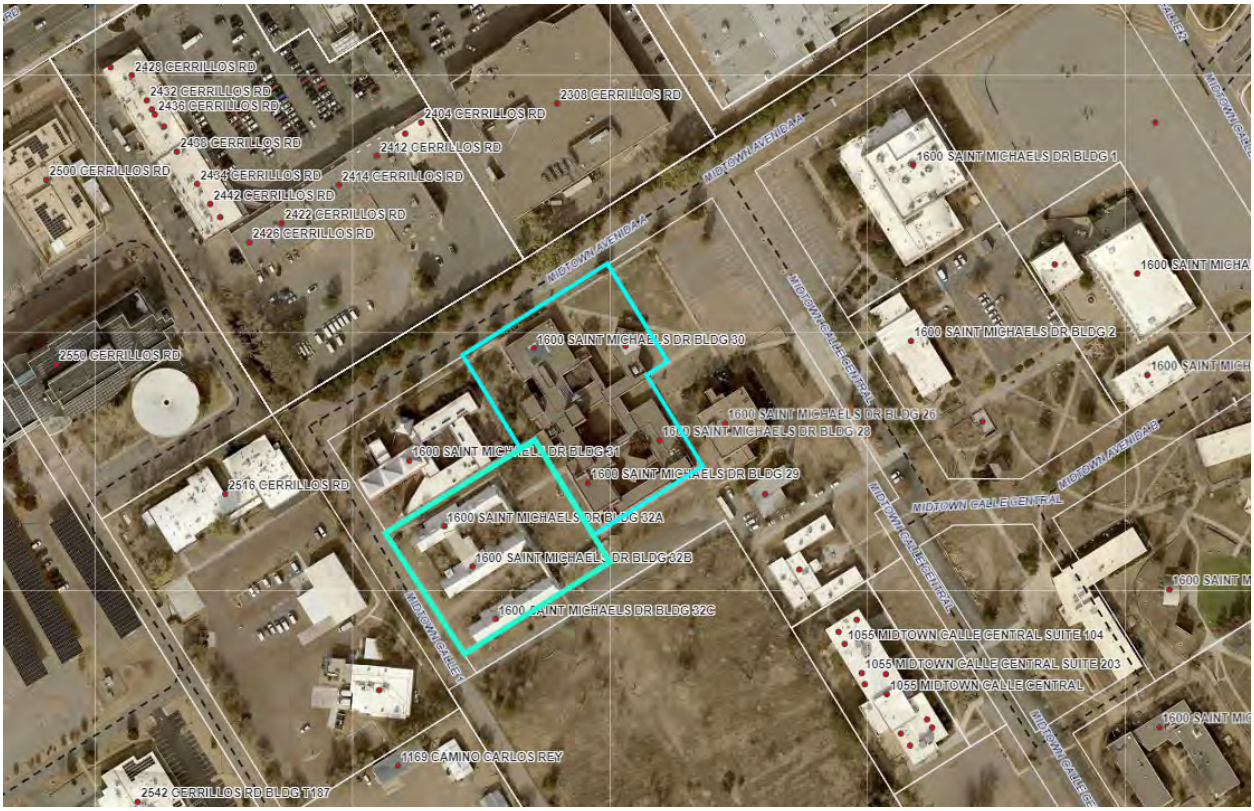
NEIGHBORHOOD MAP



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

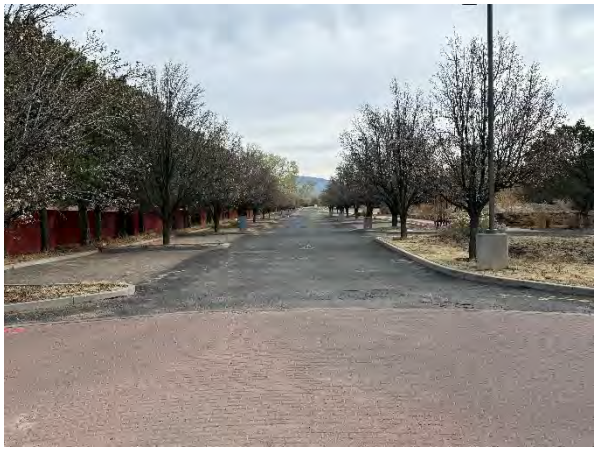
SUBJECT PHOTOS



Visual Arts Building



View looking southeast



Street view along Midtown Ave.



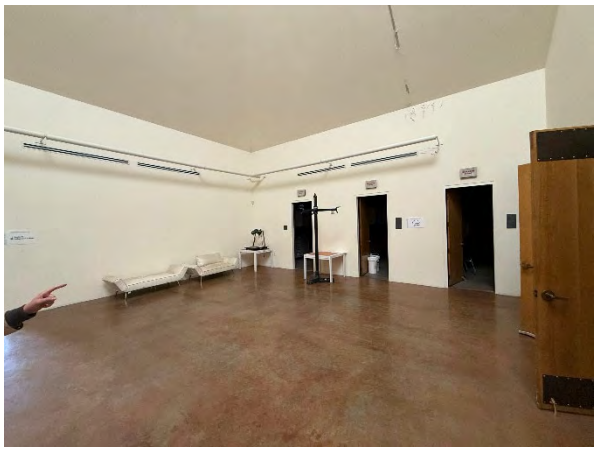
Visual Arts Building looking east



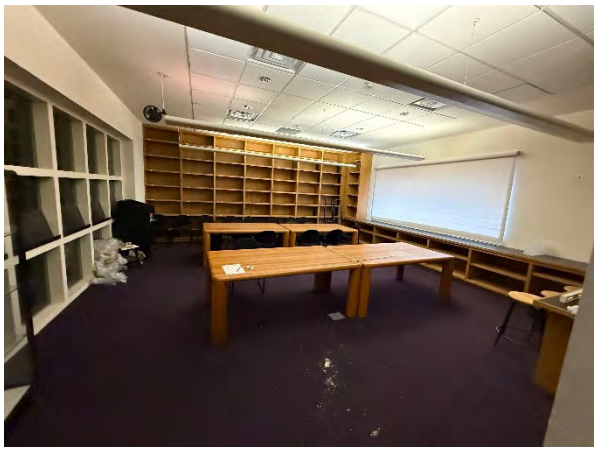
Front view of the subject



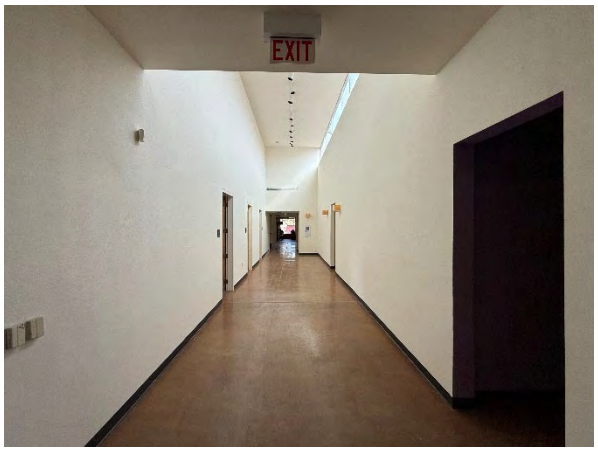
Classroom



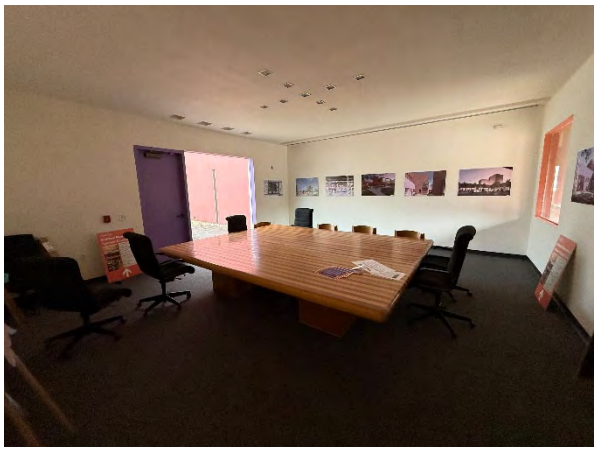
Classroom



Classroom



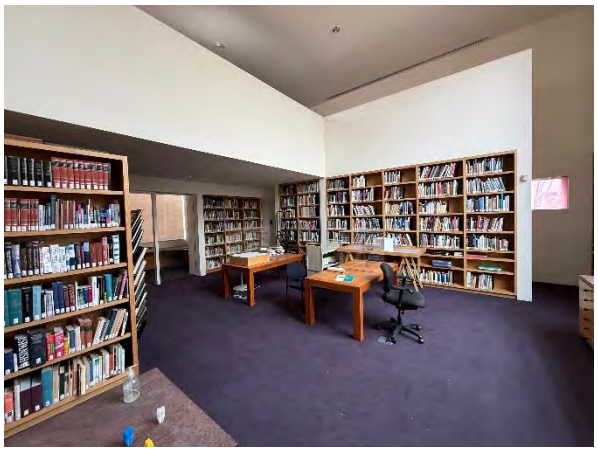
Hallway



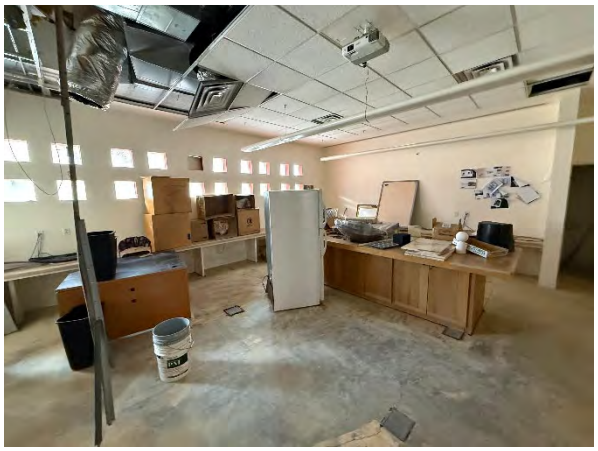
Conference Room



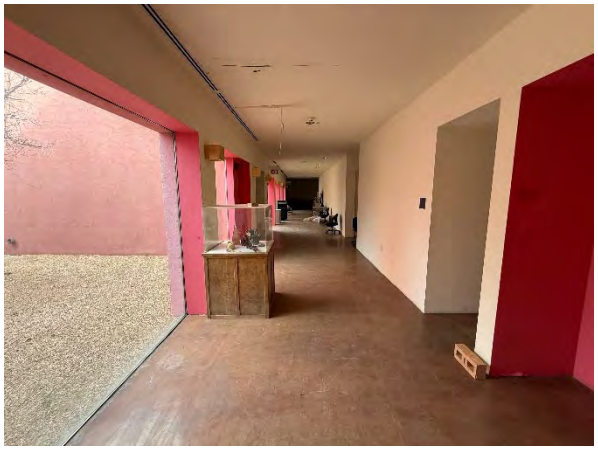
Theater



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%

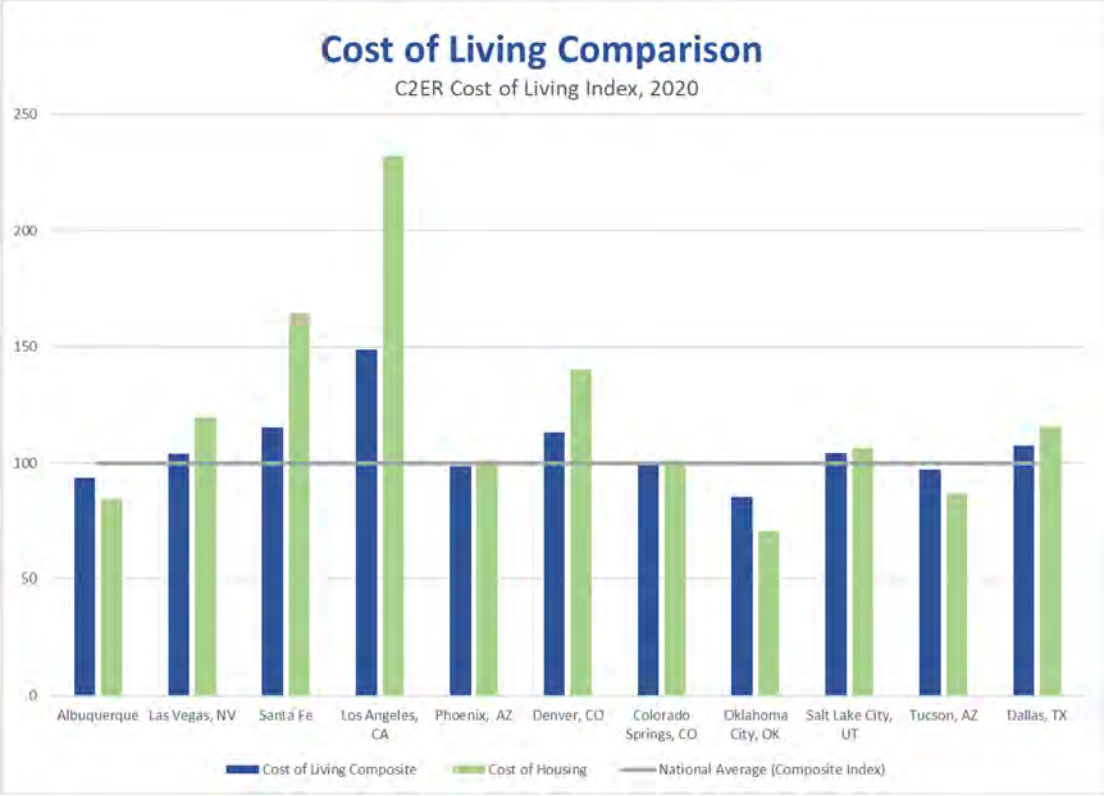
Source: U.S. Department of Commerce, Bureau of Economic Analysis

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:



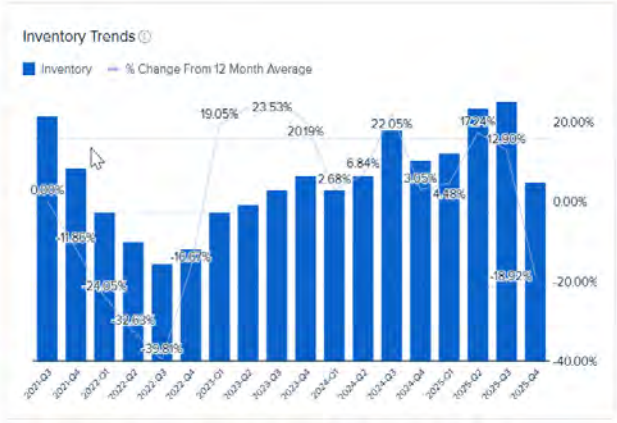


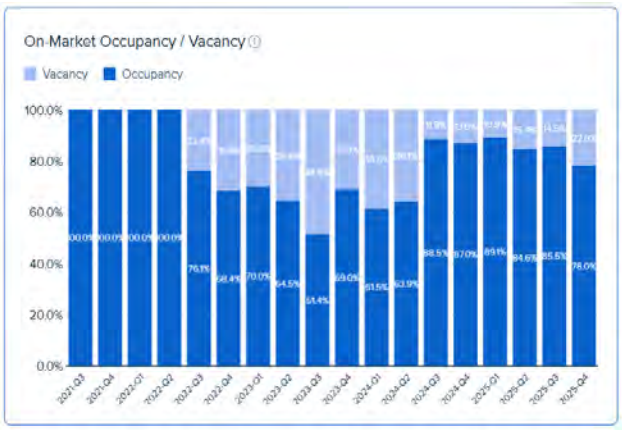
Asking Price per Square Foot

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.

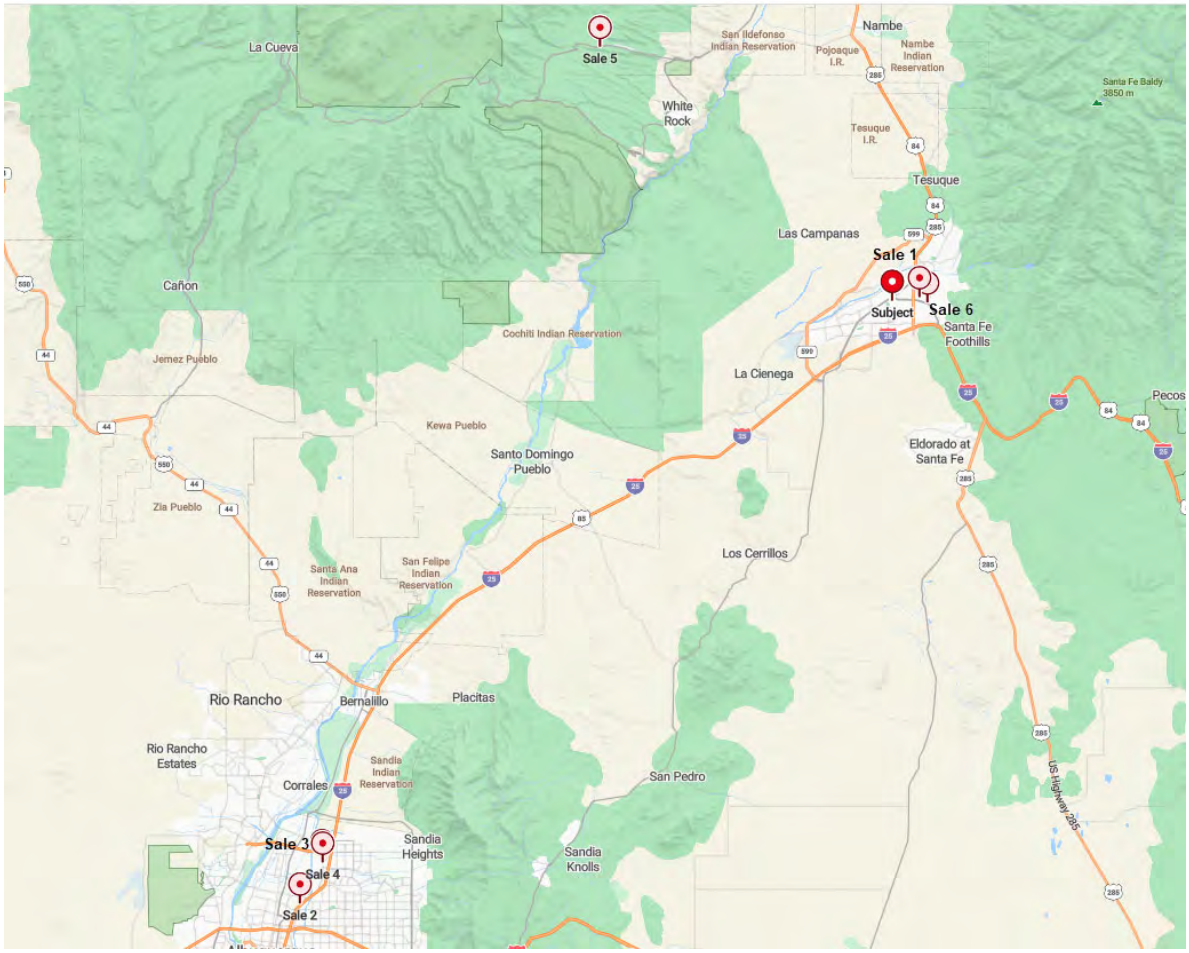
CONCLUSION: Market Value – As Is

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

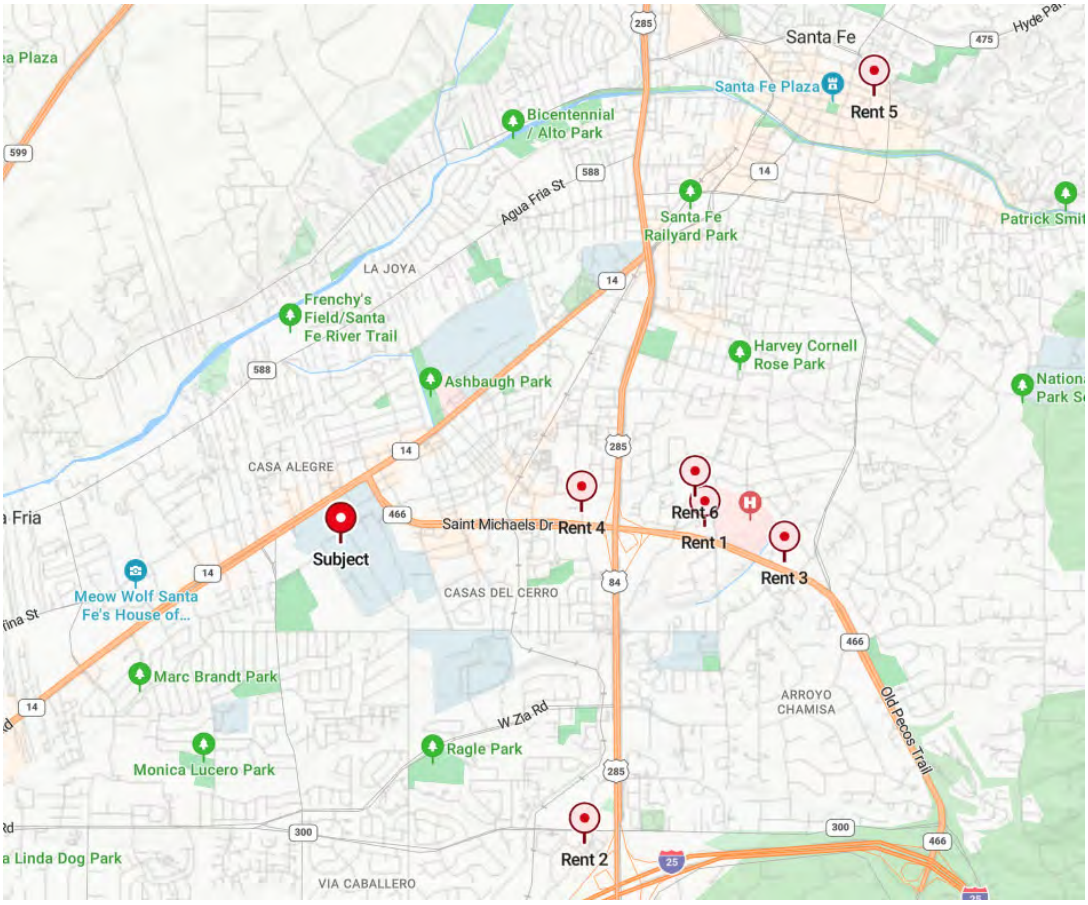
$14.75 per Square Foot or $515,335 per Year (NNN)

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"

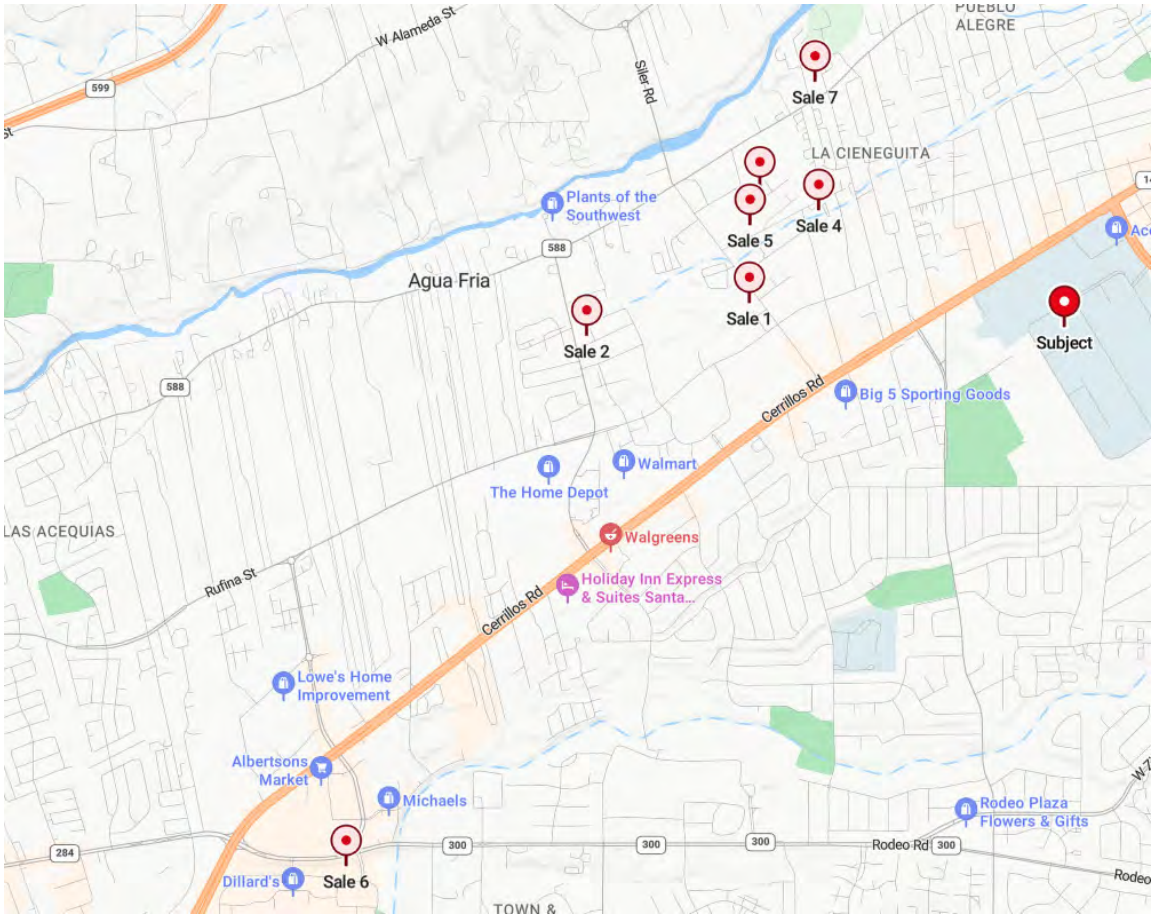
The adjusted sale prices of the comparable set range from $13.05/SF to $16.15/SF with a mean adjusted sale price of $14.39/SF and a median adjusted sale price of $14.50/SF. We accept an indication of market value near the median and the average of the comparable set as no individual sale is more indicative 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
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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

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

NMRLD
NEW MEXICO
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

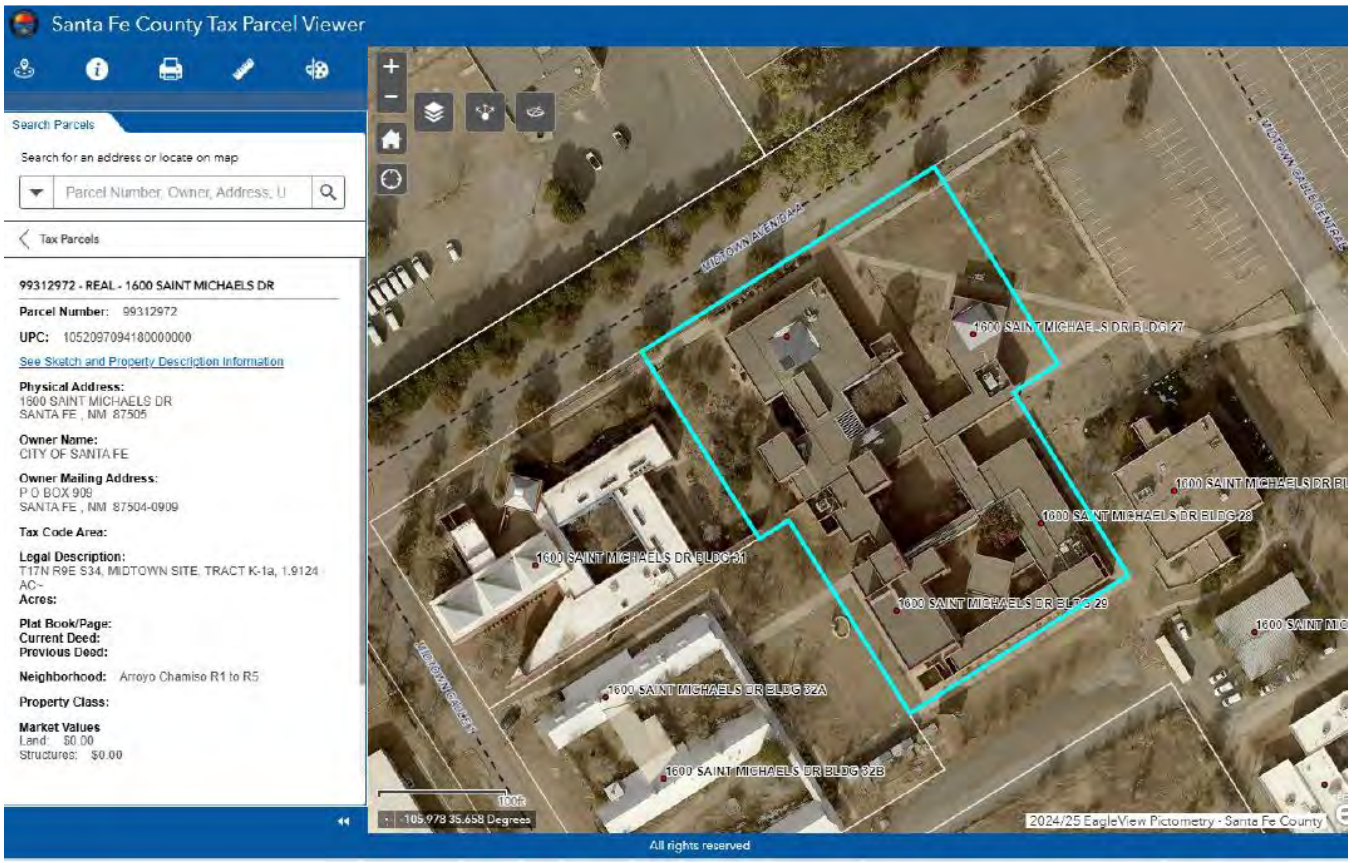
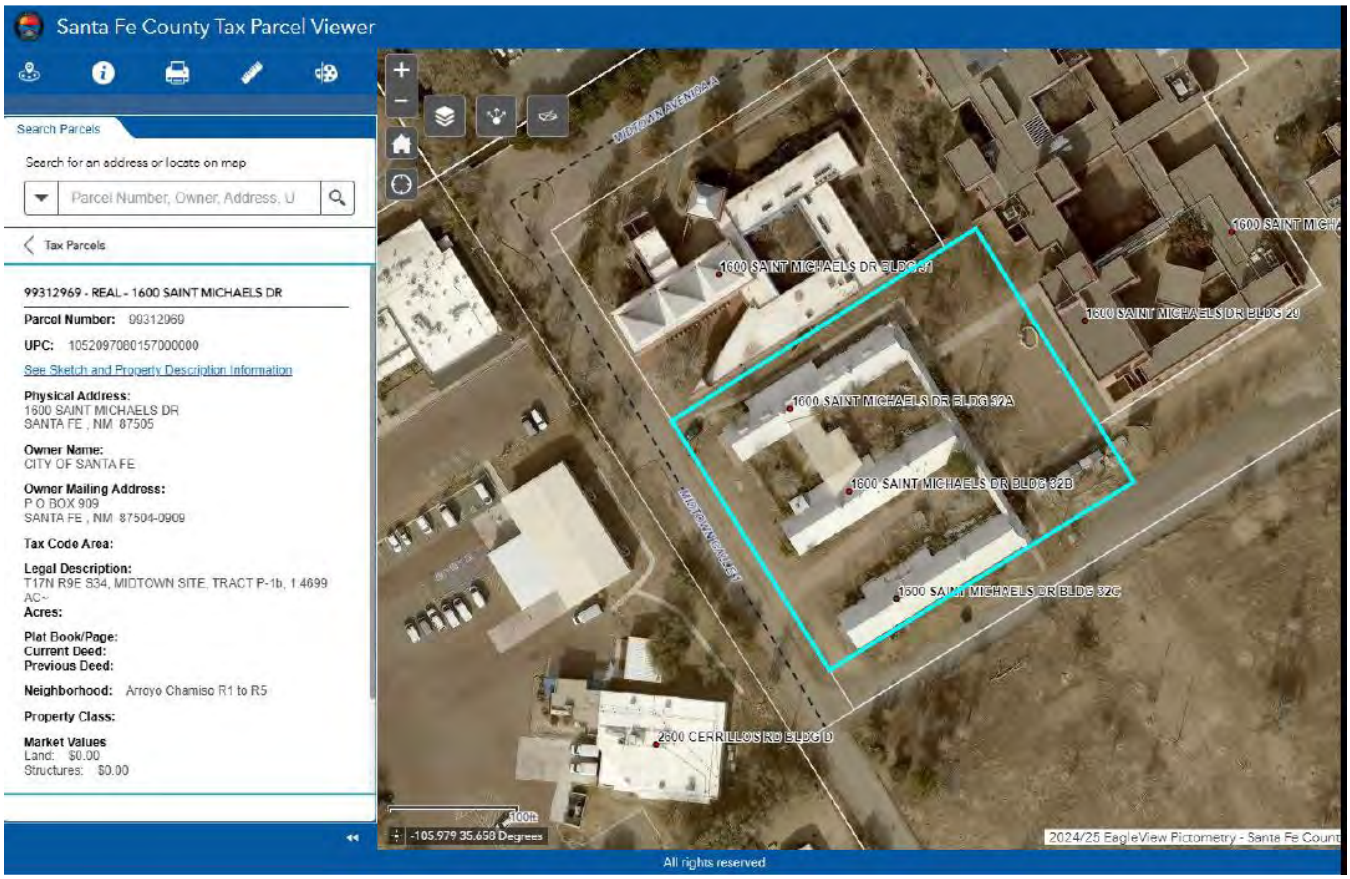


EXHIBIT B – Tract P-1b



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

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. 2026-9

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

Date: March 30, 2026

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

From: Terry Lease, Asset Development Manager TL

Via: Andrea Phillips, Deputy City Manager ANDREA PHILLIPS

RE: Sale of Seven City-Owned Las Estrellas Parcels

EXECUTIVE SUMMARY:

The proposed bill would provide for the sale of seven City-owned parcels located in Las Estrellas in the Northwest Quadrant to Santa Fe Housing Trust for $4,490,000.00. The seven parcels in Las Estrellas include Tract NPR1 (179.5337 acres), Tract NPR3 (17.1781 acres), Tract NPR4 (3.4258 acres), Tract NPR5 (1.1715 acres), Tract NPR6 (0.8608 acres), Tract NPR7 (24.2737 acres), and Tract 2 (2.050 acres), for a total of 228.4936 acres.

BACKGROUND:

In Resolution No. 2023-4, the Governing Body stated that it wished to sell seven of the nine parcels in Las Estrellas (Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, and Tract 2) to a purchaser who would develop the parcels according to the applicable covenants, conditions, restrictions, and Master Plan.

NMSA 1978, Section 3-54-1, requires that sales of land by a municipality valued in excess of $25,000.00 shall be by ordinance of the municipality. The proposed bill satisfies this requirement.

ATTACHMENTS:

Memo Attachment – Resolution No. 2023-4
Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2023-4

INTRODUCED BY:

Councilor Michael Garcia

Councilor Renee Villarreal

Mayor Alan Webber

A RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

completion of the proposed activities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

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

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-10

INTRODUCED BY:

Mayor Michael Garcia

A BILL

APPROVING THE SALE OF SEVEN CITY-OWNED PARCELS, LOCATED IN LAS ESTRELLAS IN THE NORTHWEST QUADRANT, WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, TO SANTA FE HOUSING TRUST FOR A TOTAL OF $4,490,000.00.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The City of Santa Fe ("City") hereby approves the sale of seven parcels of undeveloped land located in Las Estrellas and further described in Section 3(A) below, to Santa Fe Housing Trust ("Purchaser"), with terms described in Section 3 below.

Section 2. This Ordinance shall be effective forty-five days after the date of adoption, unless a referendum is held pursuant to NMSA 1978, Section 3-54-1.

Section 3. Terms of the Sale:

A. **Property to be Sold.** The City agrees to sell its ownership interest in seven tracts of undeveloped land located in Santa Fe County, New Mexico, totaling 228.4936 acres

underscored material = new [~~bracketed material~~] = delete

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

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

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

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

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

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

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

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

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

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Mar 31, 2026 11:39:01 MDT)

MARCOS MARTÍNEZ, CITY ATTORNEY

Legislation/2026/Bill/Sale of Seven City-Owned Las Estrellas Parcels

PURCHASE AGREEMENT

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

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

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

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

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

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

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

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

Tract NPR1: 179.5337 acres
Tract NPR3: 17.1781 acres
Tract NPR4: 3.4258 acres
Tract NPR5: 1.1715 acres
Tract NPR6: 0.8608 acres
Tract NPR7: 24.2737 acres
Tract 2: 2.050 acres

Total Acres: 228.4936

.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **CONDITIONS PRECEDENT TO CLOSING.**

a. Buyer's Conditions. The following are conditions precedent to Buyer's obligations hereunder ("Buyer Conditions Precedent"). The Buyer Conditions Precedents are intended solely for the benefit of Buyer and may be waived only by Buyer in writing. In the event any Buyer Condition Precedent is not satisfied, Buyer may, in its sole and absolute discretion terminate this Agreement, and all obligations of Buyer and Seller hereunder (except provisions of this Agreement which recite that they survive termination) shall terminate and be of no further force or effect.

i. Issuance of the Title Commitment, subject only to any title exceptions which have not been objected to by Buyer, and the parties' agreement on Closing instructions to the Title Company which detail, among other things, the acceptable exceptions which may remain in the to-be-issued Title Policy.

ii. Seller shall have fully complied with all of Seller's duties and obligations contained in this Agreement.

iii. A certification from Seller that as of the Closing Date and to the knowledge of Seller, and each of them there is no litigation or administrative agency or other governmental proceeding pending or threatened, which after Closing would in any way impact the value of the Property or the ability of Buyer to own, use, maintain, occupy or operate the Property as Buyer intends to use the Property.

iv. Buyer's reasonable determination that there is no material adverse change in, or addition to, the information or items reviewed and approved by Buyer, including without limitation, any material modification of, or addition to, any of the matters disclosed in or on the Title Commitment or the Survey the Property, which otherwise might affect title to the Property, or Buyer's intended use thereof.

v. The physical condition of the Property at Closing, including any improvements thereon, shall be substantially the same as on the date of Buyer's execution of this Agreement, reasonable wear and tear and loss by casualty or condemnation excepted.

b. Seller's Conditions. The following are conditions precedent to Seller's obligations hereunder ("Seller Conditions Precedent"). The Seller Conditions Precedent are intended solely for the benefit of Seller and may be waived only by Seller in writing. In the event any Seller Conditions Precedent is not satisfied, Seller may, in its sole and absolute discretion, terminate this Agreement, and except as otherwise set forth in this Agreement, all obligations of Buyer and Seller hereunder (except provisions of this Agreement which recite that they survive termination) shall terminate and be of no further force or effect.

i. Buyer shall certify to Seller that, to the best of Buyer's knowledge, all of Buyer's representations and warranties contained in or made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

ii. Buyer shall have fully complied with all the Buyer's duties and obligations contained in this Agreement.

iii. The funds necessary to complete the purchase of the Property have been received by Seller and/or tendered to the Title Company.

6. REPRESENTATIONS AND WARRANTIES AND COVENANTS OF SELLER.

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

a. Any books, files, and records regarding the Property or any part thereof delivered by Seller to Buyer, or made available by Seller to Buyer for review, are all of the unaltered copies of such books, files, and records in Seller's possession or control relating to the Property.

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

c. To the best of the Seller's knowledge and belief, there are no surface conditions or subsurface conditions with respect to the Property that constitute, or with the passage of time, may constitute, a public or private nuisance.

d. There are no parties or trespassers in possession, or persons who have a right to possess (not withstanding any lease agreements Seller has that have not been terminated described in Section 5b above), all or any portion of the Property as of the date of this Agreement, except those identified in the Title Commitment provided by Seller to Buyer. No third party can claim, or with the passage of time, may claim title to any portion of the Property by adverse possession or prescriptive easement; and there are no permits, leniencies, easements, licenses or rights of way, or other forms of agreement affecting the Property, except as may be shown on the Title Commitment to be furnished in accordance with this Agreement.

e. There is no (1) condemnation, environmental, zoning or other land-use proceedings, instituted or threatened, against the Property or any part thereof; (2) special assessment proceedings affecting the Property or any part thereof (other than as set forth in the Title Commitment); or (3) existing or proposed easements, covenants, restrictions, agreements or other documents which affects title to the Property or any part thereof, and which are not disclosed by the Title Commitment.

f. There is no litigation, arbitration or mediation proceeding pending or threatened, against the Property or any part thereof, against Seller or Seller's predecessor in interest with respect to the Property or any part thereof which could prevent or materially impair the ability of Seller to perform its duties and obligations hereunder.

g. There are no disputes, claims or actions pending or threatened, involving the boundaries of the Property, including without limitation, the location of any fence or other natural or artificial monument marking any of the Property boundaries.

h. As of the Closing Date, Seller will be the sole fee owner of the Property to be conveyed in accordance with the terms of this Agreement, and is not and will not be, holding fee title as a nominee for any other person or entity. No person or entity other than Seller has any right of first refusal, option to purchase, or other similar right to, or interest in, the Property.

i. Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445(f)(3).

j. Except for its agreement with the current owner of the Property to acquire the Property, Seller has not entered into, and during the pendency of this Agreement

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

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

a. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are, or at the time of Closing will be, duly authorized, executed and delivered by Buyer, and are, or at the Closing will be, legal, valid and binding obligations of Buyer, and do not, and at the time of Closing, will not, violate any provisions of state law, or any agreement, regulation or judicial order to which Buyer is subject.

b. Except for the representations, warranties and covenants made to it by Seller which are set forth in Section 7 above, upon which Buyer is expressly relying, Buyer acknowledges that it is purchasing the Property based upon its own inspections and its purchase of the Property, as contemplated by this Agreement shall be "as is" and with all faults.

8. **CLOSING.**

a. The Closing of the transaction contemplated by this Agreement will occur on or before June 30, 2026, or such other date as the parties mutually agrees to, ("Closing Date") through the office of the Title Company and at a time to be agreed upon by the Parties. In any event, the Closing Date may be extended as otherwise mutually agreed to by the Parties in writing.

b. At the Closing, Seller shall deliver to Buyer and/or the Title Company, as applicable:

i. A Warranty Deed conveying to the Buyer the Property and appurtenant rights subject only to exceptions previously approved or deemed accepted by Buyer in accordance with the terms and provisions of this Agreement.

ii. An Owner's Policy of title insurance ("Title Policy") issued by Title Company in the amount of the Purchase Price, dated as of the Closing Date, insuring Buyer's fee simple title to the Property to be good and indefeasible subject only to those title exceptions permitted herein, and insuring permanent legal access from a public way to the Property.

iii. Possession of the Property, and keys thereto, as well as disclosure of access codes for any gates securing the Property or any portion thereof.

iv. Any affidavits or other documents required under the terms of this Agreement, and an affidavit stating that Seller is not a foreign person within the meaning of Section 1445(F)(3) of the Internal Revenue Code.

v. Any other document reasonably required by the Title Company or the Buyer to carry out the terms and obligations of this Agreement.

vi. Original or copies of all certificate permits, licenses, and other authorizations (if in the possession of Seller) necessary for the full use, operation, maintenance and acceptance, of the Property or any portion thereof.

c. At the Closing, Buyer shall deliver, or shall cause to be delivered, to Seller and/or to the Title Company, as applicable:

i. The Purchase Price, together with funds sufficient to pay Buyer's obligations hereunder.

ii. Evidence of Buyer's authorization, as required by the Title Company or Seller, to enter into this Agreement and consummate the transaction.

iii. Any document reasonably required by the Title Company or the Seller to carry out the terms and obligations of this Agreement.

d. Unless otherwise provided herein, Seller shall be responsible for payment for the title insurance premium for the Title Policy to be provided to Buyer including the removal of the mechanics and materialmens' lien exception; all costs for curing title matters, or environmental matters, any attorney's fees incurred by Seller, and any other costs and expenses required to be paid by Seller pursuant to the terms of this Agreement. Buyer shall pay for the cost of recording the Warranty Deed, and any costs specified in this Agreement to be Buyer's obligation.

e. Rents, water, wastewater and utility charges, if any, and any other items of income or operational expenses owing in connection with the Property shall be paid by Seller up to the Closing Date,and will be paid by Buyer for those periods after Closing has taken place.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

LESSEE: **CITY OF SANTA FE**

_____
MICHAEL J. GARCIA, MAYOR

DATE: _____

LESSEE: **SANTA FE COMMUNITY HOUSING TRUST**

Roman Abeyta
Roman Abeyta (Apr 13, 2026 11:47:52 MDT)
_____
ROMAN ABEYTA, CHIEF EXECUTIVE OFFICER

DATE: Apr 13, 2026

ATTEST:

_____
GERALYN CARDENAS, CITY CLERK

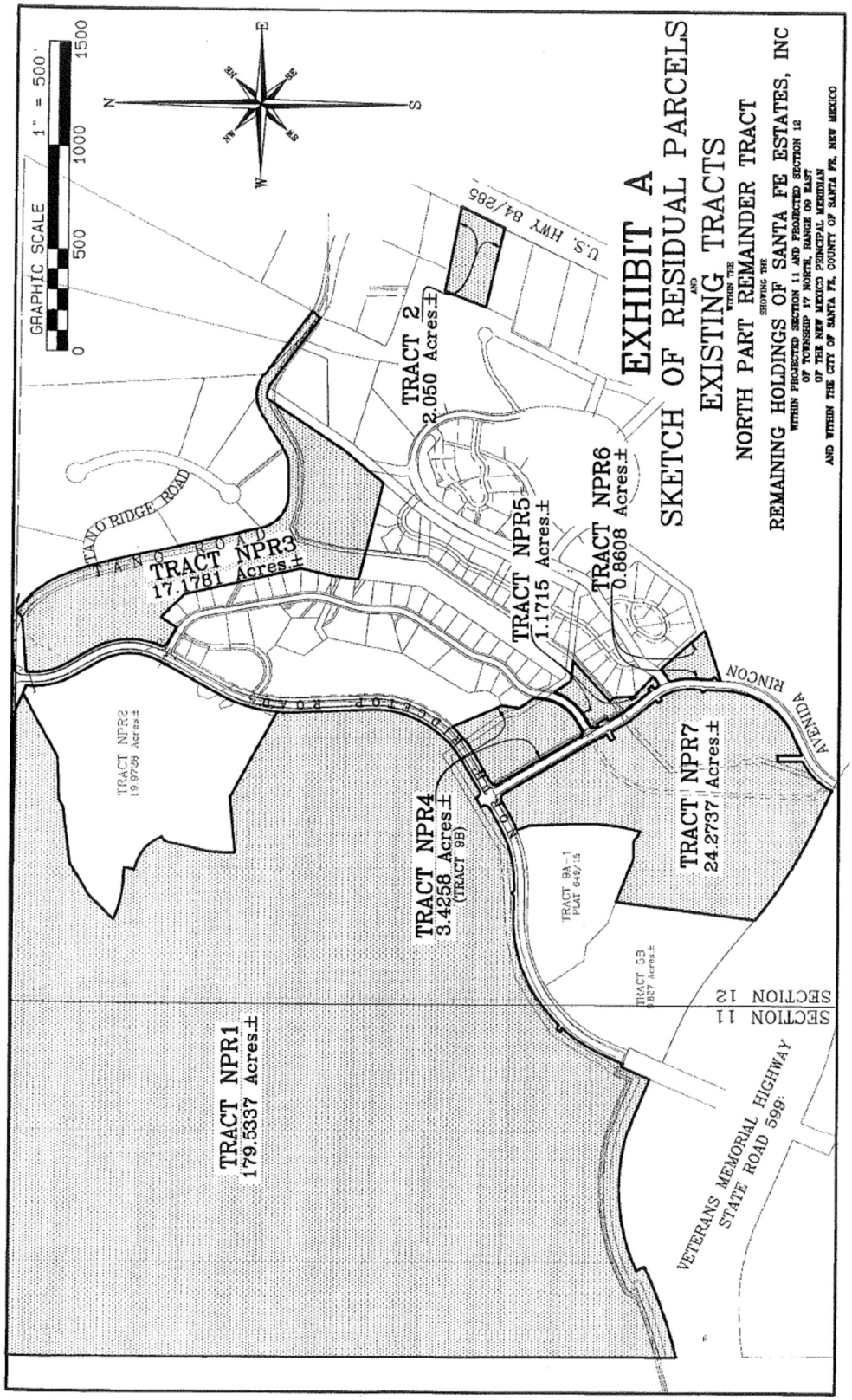
APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Ruby Crews
Ruby Crews (Apr 13, 2026 12:02:00 MDT)
_____
RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

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

EXHIBIT A


EXHIBIT A
SKETCH OF RESIDUAL PARCELS
AND
EXISTING TRACTS
WITHIN THE
NORTH PART REMAINDER TRACT
SHOWING THE
REMAINING HOLDINGS OF SANTA FE ESTATES, INC
WITHIN PROJECTED SECTION 11 AND PROJECTED SECTION 12
OF TOWNSHIP 17 NORTH, RANGE 09 EAST
OF THE NEW MEXICO PRINCIPAL MERIDIAN
AND WITHIN THE CITY OF SANTA FE, COUNTY OF SANTA FE, NEW MEXICO
GRAPHIC SCALE 1" = 500'
0 500 1000 1500
N
S
E
W
U.S. HWY 84/285
TANO RIDGE ROAD
TANO ROAD
TRACT 2
2.050 Acres.±
TRACT NPR3
17.1781 Acres.±
TRACT NPR5
1.1715 Acres.±
TRACT NPR6
0.8608 Acres.±
AVENIDA RINCON
TRACT NPR7
24.2737 Acres.±
TRACT NPR2
19.9726 Acres.±
TRACT NPR4
3.4258 Acres.±
(TRACT 9B)
TRACT 9A-1
PLAT 646/15
TRACT 9B
6.827 Acres.±
SECTION 12
SECTION 11
TRACT NPR1
179.5337 Acres.±
VETERANS MEMORIAL HIGHWAY
STATE ROAD 599

Purchase Agrmt - Las Estrellas Land Sale - 7 tracts

Final Audit Report 2026-04-13

Created:	2026-04-13
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKRsfgiAfvuTwRZBDogaMDx0PfmohOUdq

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

Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-04-13 - 5:42:23 PM GMT- IP address: 63.232.20.2

Document emailed to Roman Abeyta (rabeyta@housingtrustonline.org) for signature
2026-04-13 - 5:43:33 PM GMT

Email viewed by Roman Abeyta (rabeyta@housingtrustonline.org)
2026-04-13 - 5:47:02 PM GMT- IP address: 104.47.58.254

Document e-signed by Roman Abeyta (rabeyta@housingtrustonline.org)
Signature Date: 2026-04-13 - 5:47:52 PM GMT - Time Source: server- IP address: 70.90.207.45

Document emailed to Ruby Crews (racrews@santafenm.gov) for signature
2026-04-13 - 5:47:54 PM GMT

Email viewed by Ruby Crews (racrews@santafenm.gov)
2026-04-13 - 6:01:46 PM GMT- IP address: 104.47.65.254

Document e-signed by Ruby Crews (racrews@santafenm.gov)
Signature Date: 2026-04-13 - 6:02:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2026-04-13 - 6:02:00 PM GMT

Powered by Adobe Acrobat Sign

FIR No. 10753.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Sale of Seven City-Owned Las Estrellas Parcels

Sponsor(s): Mayor Michael Garcia

Reviewing Department(s): Economic Development

Staff Completing FIR: Terry Lease, Asset Development Manager **Date:** 3/30/2026
Phone: (505)-629-2206

Reviewed by City Attorney: Marcos Martinez (Mar 31, 2026 11:39:01 MDT) **Date:** 03/31/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Mar 31, 2026 14:06:43 MDT) **Date:** 03/31/2026

Summary:
The proposed bill would provide for the sale of seven City-owned parcels located in Las Estrellas in the Northwest Quadrant to Santa Fe Housing Trust for $4,490,000.00. The seven parcels in Las Estrellas include Tract NPR1 (179.5337), Tract NPR3 (17.1781 acres), Tract NPR4 (3.4258 acres), Tract NPR5 (1.1715 acres), Tract NPR6 (0.8608 acres), Tract NPR7 (24.2737 acres), and Tract 2 (2.050 acres), for a total of 228.4936 acres.

Departments Affected:
Economic Development

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the City would not sell seven City-owned parcels located in Las Estrellas to Santa Fe Housing Trust, frustrating the goals outlined in Resolution 2023-04.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution No. 2023-4 approved an announcement to sell the seven parcels in Las Estrellas with local preference.

Performance and Administrative Implications:
None.

Fiscal Implications:
From the sale of the City-owned parcels to Santa Fe Housing Trust, $2,245,000.00 will go to the Affordable Housing Trust Fund and $2,245,000.00 will go to the Economic Development Fund.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

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

Revenue Narrative:
Half of the land sale will go to Affordable Housing Trust Fund and the other half of the land sale will go to Economic Development Fund

Signature: Terry Lease
Terry Lease (Mar 31, 2026 14:57:38 MDT)

Email: tjlease@santafenm.gov

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

underscored material = new [~~bracketed material~~] = delete

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.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico, and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the New Mexico Finance Authority ("NMFA") and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, pursuant to the Board Rules, the Water Trust Board has recommended the Project for funding as a Qualifying Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer the Loan Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on July 18, 2025, that the Borrower receive financial assistance in the form of the Loan; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts granted and loaned pursuant to the Loan Agreement, that the Loan Amount, together with the Additional Funding Amount and other moneys available to the

Borrower, is sufficient to complete the Project, and that it is in the best interest of the Borrower and the constituent public it serves that the Loan Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan Agreement; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan Agreement, which is incorporated by reference as Attachment A, and considered to be a part hereof; and

WHEREAS, the Loan Agreement shall not constitute a general obligation of the Borrower, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower, the Water Trust Board, the NMFA or the State; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower to complete the Project; and

WHEREAS, the Borrower has met or will meet prior to the first disbursement of any portion of the Loan Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan Amount for the purposes described, and according to the restrictions set forth, in the Loan Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan Amount, to complete the Project; and (iii) the authorization, execution and delivery of the Loan Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such

meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid. "Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan Amount and other moneys available to the Borrower, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $3,440,053.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower and hardship waivers of payments granted to the Borrower pursuant to Section 5.2(a)(i) of the LoanAgreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City Manager and City Clerk of the Borrower.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan Agreement, by the Borrower and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender establishing accounting principles applicable to the Borrower.

"Governing Body" means the duly organized City Council and the mayor of the Borrower, or any successor governing body of the Borrower.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the Borrower (the "Master Utility Ordinance").

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower as a loan pursuant to the Loan Agreement for the purpose of funding the Project, in the maximum amount of $17,000,000.

"Loan" or "Loan Amount" means the amount borrowed by the Borrower as the Loan Amount pursuant to the Loan Agreement for the purpose of funding the Project and shall not equal more than $17,000,000.

"Loan Agreement" means the Water Project Fund Loan Agreement entered into by and

between the Borrower and the NMFA as authorized by this Ordinance.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net Revenues of the System pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower for purposes of tracking expenditure of the Loan Amount by the Borrower to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the municipally owned public utility designated as the Borrower water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower through purchase, condemnation, construction or otherwise,

including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower.

"Term Sheet" means Exhibit "A" attached to the Loan Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the Borrower and officers of the Borrower directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan Agreement, and the execution and delivery of the Loan Agreement shall be, and the same hereby is, ratified, approved and confirmed.

Section 3. Authorization of the Project and the Loan Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is necessary to meet the needs of the Borrower and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than

Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower.

D. The Borrower will acquire and complete the Project with the proceeds of the Loan, the Additional Funding Amount and other amounts available to the Borrower, and except as otherwise expressly provided by the Loan Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as amended.

E. Together with the Loan Amount, and other amounts available to the Borrower, the Additional Funding Amount is now available to the Borrower, and in combination with the Loan Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower a separate Project Account as a book account only on behalf of the Borrower and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan Agreement.

Section 5. Loan Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public

health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower and acquiring and completing the Project, it is hereby declared necessary that the Borrower execute and deliver the Loan Agreement evidencing the Borrower acceptance of the Loan Amount of $17,000,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan Agreement, the execution and delivery of which is hereby authorized. The Borrower shall use the Loan Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan Agreement shall be in substantially the form of the Loan Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in the maximum principal amount of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower and hardship waivers of payments granted to the Borrower.

Section 6. Approval of Loan Agreement. The form of the Loan Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the Loan Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan Agreement. The execution of the Loan Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower hereby consents to the creation of the

Project Account by the NMFA. Until the Completion Date, the amount of the Loan credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan Agreement.

B. Completion of the Project. The Borrower shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan funds as provided in the Loan Agreement, any balance remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan Agreement.

C. NMFA Not Responsible. Borrower shall apply the funds derived from the Loan Agreement as provided therein, and in particular Article VII of the Loan Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower or by its officers of the funds derived from the Loan Agreement or of any other funds held by or made available to the Borrower in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan Amount in its possession, custody and control to the NMFA for disbursement to the Borrower, or to honor any request for such transfer or disbursement of the Loan Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan Agreement, the Borrower shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan Agreement in an amount sufficient to pay principal and other amounts due under the Loan Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan Agreement. The Borrower hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point

in time during the Agreement Term the Borrower desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the Loan Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues subordinate to the lien thereon of all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender to the Borrower pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, shall be on parity with the lien of the Loan Agreement authorized by this Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this

Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. This ordinance shall be published consistently with SFCC 1987, Section 2-2.4.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2026.

_____

MICHAEL GARCIA, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Feb 16, 2026 13:33:38 MST)

MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

ATTACHMENT A

$17,000,000 Maximum Principal Amount

Maximum Forgiven Principal Amount $8,500,000

Maximum Repayable Principal Amount $8,500,000

DRINKING WATER STATE REVOLVING LOAN FUND LOAN AND SUBSIDY AGREEMENT

dated

July 18, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

CITY OF SANTA FE,
New Mexico

DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the "Loan Agreement"), dated July 18, 2025, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA"), and the **CITY OF SANTA FE** (the "Governmental Unit"), a municipality duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the NMFA is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the "DWSRLF Act") to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the NMFA to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act of 1974 ("SDWA"); and

WHEREAS, the DWSRLF Act was adopted pursuant to the SDWA which authorizes the United States Environmental Protection Agency ("EPA") to set national based standards for drinking water and was originally passed by Congress in 1974 and amended in 1986, 1996, 2018 and 2021 with the passage of the Bipartisan Infrastructure Law signed into law on November 15, 2021 ("BIL"); and

WHEREAS, the BIL, also known as the Infrastructure Investment and Jobs Act was implemented with the purpose, among others, of expanding access to clean drinking water throughout the United States of America; and

WHEREAS, the Governmental Unit is a municipality organized and existing under the general laws of the State, specifically the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§3-15-1 through 3-15-16, all as amended, and is a qualified local authority under the DWSRLF Act; and

WHEREAS, the Governmental Unit is authorized by the laws of the State, and in particular NMSA 1978, §§ 3-31-1 through 3-31-12, to enter into this Loan Agreement and accept a loan for the purpose of financing the Project; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA, may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the NMFA and accept a loan and subsidy from the NMFA to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit "A"; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS the NMFA will disburse the proceeds of the Loan for construction after written determination by the NMFA, the New Mexico Environment Department (the "Department"), or other appropriate agency or entity on behalf of the NMFA (pursuant to an agreement between such agency or entity and the NMFA) that the Governmental Unit has complied with EPA's guidelines applicable to the Project and with the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems. Upon written determination of compliance, the NMFA, the Department or other appropriate agency or entity will approve (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) plans and specifications pursuant to 42 U.S.C. Section 300j-12; and (4) bids for the acquisition and completion of the Project; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA are federal funds categorized as CFDA 66.468; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the NMFA will determine in writing prior to disbursement of any proceeds of the Loan for construction if the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, pursuant to 42 U.S.C. 300j-12(a)(3), the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the SDWA.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the NMFA and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I, for all purposes, shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise. Capitalized terms used and not defined in this Loan Agreement shall have the meaning given to each of those capitalized terms in the Master Ordinance.

"Administrative Fee" or "Administrative Fee Component" means the 0.25% annual fee payable to the NMFA as 0.25% of the Aggregate Repayable Disbursements then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

"Aggregate Disbursements" means, at any time after the Closing Date, the sum of all Disbursements.

"Aggregate Forgiven Disbursements" means the amount of subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal Amount.

"Aggregate Program Amount" means, with respect to this Loan Agreement, the sum of the Aggregate Repayable Disbursements and the Aggregate Forgiven Disbursements up to the Maximum Principal Amount.

"Aggregate Repayable Disbursements" means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

"Approved Requisition" means a requisition in the form of Exhibit "C" to this Loan Agreement, together with the required supporting documentation set out in Exhibit "C" submitted to and approved by the NMFA pursuant to Section 4.2 of this Loan Agreement.

"Authorized Officers" means, with respect to the Governmental Unit, the Mayor, City Manager, Finance Director, and City Clerk thereof; and with respect to the NMFA, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer, and any other officer or employee of the NMFA designated in writing by an Authorized Officer of the NMFA.

"Bonds" means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the NMFA and specifically related to this Loan Agreement and the Loan Agreement Payments.

"Closing Date" means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

"Debt Service Account" means the debt service account established in the name of the Governmental Unit and administered by the NMFA to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

"Debt Service Requirements" for any given period, means the sum of: (a) the amount required to pay the interest becoming due on the applicable System Bonds, during that period or to make reimbursements for payments of interest; and (b) the amount required to pay the principal or Accreted Value becoming due on the applicable System Bonds during that period, whether upon maturity or the Accreted Term Date. For purposes of calculating the maximum annual Debt Service Requirements, assumption set forth in the Master Ordinance applicable to the calculation of Debt Service Requirements shall be used.

"Department" means the New Mexico Environment Department.

"Disbursement" means an amount caused to be paid by the NMFA for an Approved Requisition for costs of the Project, calculated on the basis of the amount of such Approved Requisition.

"Drinking Water Fundable Priority List" means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

"DWSRLF Act" means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-15-1 through 3-15-16, all as amended, and enactments of the Governing Body relating to this Loan Agreement including the Ordinance.

"Drinking Water State Revolving Loan Fund" means the drinking water state revolving loan fund established by the DWSRLF Act.

"Environmental Protection Agency" or "EPA" means the United States Environmental Protection Agency.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Loan Agreement.

"Final Loan Agreement Payment Schedule" means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

"Final Requisition" means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

"NMFA Act" means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Governmental Unit.

"Governing Body" means the duly organized City Council of the Governmental Unit, or any successor governing body of the Governmental Unit.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water or water facilities furnished to the inhabitants in the Service Area. Such term also includes:

(a) All income derived from the investment of any money in the Acquisition Fund, Income Fund, Debt Service Fund, Reserve Fund and Rate Stabilization Fund and from surplus Net Revenues;

(b) Money released from the Rebate Fund to the Governmental Unit;

(c) Money released from the Rate Stabilization Fund to the extent that the amount released is used to pay Operation and Maintenance Expenses or Debt Service Requirements on System Bonds in the year released;

(d) Property insurance proceeds which are not necessary to restore or replace the property lost or damaged and the proceeds of the sale or other disposition of any part of the System; and

(e) Such other amounts that may be designated as Gross Revenues in a Supplemental Ordinance.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except for (d) above and any insurance proceeds derived in respect of loss of use or business interruption.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Loan Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

"Independent Accountant" means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

"Intended Use Plan" means the current plan prepared by the NMFA and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) and 40 CFR §35.3555 which establish criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

"Interest Component" means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

"Interest Rate" means the rate of interest on this Loan Agreement, which includes the Administrative Fee, as shown on the Term Sheet.

"Interim Period" means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the NMFA as provided in Section 4.1(b) of this Loan Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

"Interim Loan Agreement Payment Schedule" means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit "B".

"Loan" means the funds to be loaned to the Governmental Unit by the NMFA pursuant to this Loan Agreement, up to the Maximum Principal Amount.

"Loan Agreement" means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan and subsidy agreement.

"Loan Agreement Payment" means, collectively, the Maximum Repayable Principal Amount, the Interest Component and the Administrative Fee Component to be paid by the

Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit "B" hereto.

"Loan Agreement Payment Date" means each date a Loan Agreement payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit "B" or in the Final Loan Agreement Payment Schedule.

"Loan Agreement Term" means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

"Master Ordinance" means the Governmental Unit's Ordinance No. 2016-19, adopted May 11, 2016, as amended and supplemented from time to time.

"Maximum Annual Debt Service" means the Maximum Repayable Principal Amount and Interest due on all outstanding Senior and Parity Obligations of the Governmental Unit

"Maximum Forgiven Principal Amount" means the maximum amount of loan subsidy available in the form of principal forgiveness to be applied proportionally at the time of each Disbursement to the Governmental Unit, up to fifty percent (50%) of the Maximum Principal Amount. The Maximum Forgiven Principal Amount is eight million five hundred thousand dollars ($8,500,000).

"Maximum Principal Amount" means seventeen million dollars ($17,000,000).

"Maximum Repayable Principal Amount" means the maximum amount of Aggregate Repayable Disbursements made to the Governmental Unit pursuant to this Loan Agreement. The Maximum Repayable Principal Amount is eight million five hundred thousand dollars ($8,500,000).

"Memorandum of Understanding" means the current memorandum of understanding by and between the NMFA and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund program.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the Gross Revenues reasonably required for operation of the System.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operating Agreement" means the operating agreement entered into between the NMFA and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit's general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means Ordinance No. 2025-_____ adopted by the Governing Body of the Governmental Unit on June 11, 2025, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

"Permitted Investments" means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal

farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc. or S & P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to the payment of the Loan Agreement Payments by the Ordinance and this Loan Agreement and described in the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit "B" attached to this Loan Agreement.

"Project" means the project(s) described on the Term Sheet.

"Safe Drinking Water Act" or "SDWA" means 42 U.S.C. §§ 300f et seq.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

"Service Area" means the area served by the System, whether situated within or without the limits of the Governmental Unit.

"State Environmental Review Process" or "SERP" means the environmental review process adopted by the NMFA, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

"Subordinate Parity Obligations" means any bonds or obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues on parity with this Loan Agreement and subordinate to any outstanding Senior Obligations having a superior lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Super Subordinate Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Senior Obligation and Subordinate Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"System" means the water utility system operated pursuant to the Governmental Unit's Code of Ordinances Chapter XXV, as amended from time to time, owned, operated and maintained by the Governmental Unit, and of which the Project, when completed, will form part. The System

consists of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Governmental Unit through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Governmental Unit designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Governmental Unit.

"System Bonds" means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Subordinate Parity Obligations and Super Subordinate Obligations.

"Term Sheet" means Exhibit "A" attached to this Loan Agreement.

"Unrequisitioned Principal Amount" means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of the Loan Agreement, and Readiness to Proceed. The Governmental Unit is a municipality, and is duly organized and existing under the statutes and laws of the State, including specifically the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-15-1 through 3-15-16, all as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. The

Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the NMFA and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the NMFA to assure sufficient Pledged Revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Governmental Unit shall exercise its power of eminent domain, if needed to comply with this paragraph.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

(j) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay Expenses and related professional fees.

(k) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement and the other documents related to this transaction, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the other documents related to this transaction, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(m) Outstanding and Additional Debt. Except for the Subordinate Parity Obligations and Senior Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a parity with or on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the NMFA.

(n) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement and the other documents related to this transaction or to comply with its obligations under this Loan Agreement and documents related to the transaction. Neither the execution and delivery of this Loan Agreement and the other documents related to the transaction by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement and the other documents related to the transaction, requires the approval of any

regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(o) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement and the other documents related to the transaction.

(p) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(q) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one hundred twenty percent (120%) and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed one hundred twenty percent (120%) of the Debt Service Requirements on all Senior Obligations and all Subordinate Parity Obligations Outstanding in such Fiscal Year.

(r) Governmental Unit's Existence. The Governmental Unit will maintain its legal identity and existence so long as System Bonds remain outstanding, unless another political subdivision by operation of law succeeds to the liabilities, rights and duties of the Governmental Unit under this Loan Agreement without adversely affecting to any substantial degree the privileges and rights of the NMFA. However, the Governmental Unit may, annex or de-annex land if the Governmental Unit complies with other applicable covenants contained in the Master Ordinance.

(s) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing the Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the NMFA, and notification of any event deemed material by the NMFA. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund program which is alleged or found by a state or federal agency of appropriate jurisdiction.

(t) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually, so long as the Governmental Unit expends more or equal to the threshold amount set forth in 2 C.F.R. Section 200.501 during any one Fiscal Year, cause an audit of the books and accounts of its operations in their entirety, in accordance with § 200.514, except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. 200.501(c) to be completed by an Independent Accountant

in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The Governmental Unit shall notify the NMFA and the Drinking Water State Revolving Loan Fund program when it conducts an audit in accordance with 2 C.F.R. Section 200.501. The Governmental Unit shall provide a copy to the NMFA and the Drinking Water State Revolving Loan Fund program of such audit within 30 days of completion. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and the NMFA of any findings and recommendations pertaining to the Drinking Water State Revolving Loan Fund contained in the audit. The Governmental Unit will also submit the audit to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months of the end of the audit period pursuant to 2 CFR § 200.512. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and NMFA that the audit has been submitted to the Federal Audit Clearinghouse and provide a copy to the Drinking Water State Revolving Loan Fund program and NMFA upon request. The audit will also be available for inspection by the NMFA Environmental Protection Agency.

(u) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

Section 2.2 Protective Covenants Regarding Operation of the System.

The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant.

(i) The Governmental Unit covenants that it will at all times fix rates and collect charges for each class of service rendered by the System, and to, from time to time, amend or adjust such rates so that Gross Revenues of the System shall always be sufficient to provide for the payment of expenses of administration, Operation and Maintenance Expenses, other expenses which may be necessary to preserve the System in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet ongoing legal obligations to be paid at that time; and

(ii) The Governmental Unit further covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year the Pledged Revenues shall at least equal (i) 130% of the Debt Service Requirements on all Senior Obligations outstanding in such Fiscal Year and (ii) 120% of the Debt Service Requirements on all Senior Obligations and all Subordinate Parity Obligations outstanding in such Fiscal Year.

(iii) Failure by the Governmental Unit to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under the Master Ordinance so long as the Governmental Unit, within 180 days after the end of any such Fiscal Year, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the Governmental Unit into compliance with the Rate Covenant. The Governmental Unit is also required under the Master Ordinance in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year and for the

next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above. If the Governmental Unit determines that the Net Revenues may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the System which, in the opinion of the Consulting Engineer, will cause sufficient Gross Revenues to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The Governmental Unit shall as promptly as practicable adopt and place in effect the schedule of fees, rates and charges recommended or approved by the Consulting Engineer pursuant to the Master Ordinance. In the alternative of establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the Governmental Unit may implement reductions in Operation and Maintenance Expenses for the System in an amount sufficient to meet the Rate Covenant.

(b) Lien on Lands Serviced by the System. State law grants the Governmental Unit a lien upon each lot or parcel of land for the charges imposed for water services supplied by the System to the owner of such lot or parcel (except as otherwise provided in NMSA 1978, § 3-23---6). The Governmental Unit will cause each lien to be perfected in accordance with the provisions of NMSA 1978, §§ 3-23--6 and 3--36--1 through 3--36---5. The Governmental Unit will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six (6) months in the payment of charges imposed for the use of the System.

(c) Levy of Charges. The Governmental Unit will promptly fix, establish and levy the rates and charges which are required by Section 2.2(a) hereof. Unless contrary to any provision of applicable law, any resolution or ordinance adopted by the Governing Body to fix, establish and levy such rates and charges shall be deemed an administrative or executive matter not subject to the referendum provisions of the Charter or State law. No reduction in any initial or existing rate schedule for the System may be made unless:

(i) The Governmental Unit has fully complied with the requirements of the rate covenant contained in Section 2.2(a) hereof for any twelve (12) consecutive months out of the sixteen (16) calendar months immediately preceding the reduction of the rate schedule, and

(ii) The audit required by Section 26.09 of the Master Ordinance or a separate certificate by an Independent Accountant for or relating to any twelve (12) consecutive months out of the sixteen (16) calendar months immediately preceding any reduction discloses that the Pledged Revenues resulting from the proposed rate schedule would have been sufficient to meet the rate covenant contained in Section 2.2(a) hereof during the applicable twelve (12) month period.

(d) Efficient Operation. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable public and private demands for System services within the Service Area of the System.

(e) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of System Bonds are not subject to inspection or copying.

(f) Right to Inspect. The NMFA, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues and the System.

(g) Audits. Within one hundred eighty (180) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the NMFA. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(t) of this Loan Agreement.

(h) Billing Procedure. Bills for water services, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution, regulation or policy of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water services shall be discontinued as required by Governmental Unit ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(i) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on NMFA.

(j) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the

Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem System Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(k) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System; provided, however, that nothing herein shall prevent the Governmental Unit from annexing land into its boundaries solely due to the fact that there is a competing utility system or person, association, firm or corporation providing such utility services or facilities within or for the land to be annexed.

(l) Alienating System. While the System Bonds are outstanding, the Governmental Unit shall not, except as permitted below, transfer, sell, or otherwise dispose of the System. For purposes of this Section 2.2(l), any transfer of an asset over which the Governmental Unit retains or regains substantial control shall not, for so long as the Governmental Unit has such control, be deemed a disposition of the System.

The Governmental Unit may transfer, sell or otherwise dispose of the System only if such transfer, sale or disposition complies with one or more of the following provisions:

(i) The property being disposed of is inadequate, obsolete or worn out; or

(ii) The property proposed to be disposed of and all other property of the System disposed of during the twelve (12) month period ending on the day of such transfer (but excluding property disposed of under Subsection 2.2(l)(i) above) will not, in the aggregate, constitute a Significant Portion of the System determined as described below and the proceeds are deposited into the Income Fund to be used as described below; or

(iii) The Governmental Unit receives fair market value for the property, the proceeds are deposited into the Income Fund to be used as described below and prior to the disposition of such property there is delivered to the Fiscal Agent a certificate of a Consultant to the effect that notwithstanding such disposition, but taking into account the use of such proceeds

in accordance with the expectations of the Governmental Unit as evidenced by a certificate of an Authorized Officer, the Consultant estimates that the Governmental Unit will be in compliance with the rate covenant in Section 2.2(a) hereof during each of the five (5) Fiscal Years immediately following such disposition.

For purposes of this Section 2.2(l), the term "Significant Portion" of the System means property of the System which, if such property had been disposed of by the Governmental Unit at the beginning of the Fiscal Year which includes the month of commencement of the twelve (12) month period referred to in Subsection 2.2(l)(ii) above would have resulted in a reduction in Net Revenues for such Fiscal Year of more than four percent (4%) when the actual Net Revenues for such Fiscal Year are decreased by the revenues directly attributable to such property of the System and increased by the expenses of the Governmental Unit directly attributable to such property of the System.

Proceeds of the disposition of assets under the Subsection 2.2(l)(ii) or 2.2(l)(iii) above shall be deposited in the Income Fund and used, within a reasonable period of time, not to exceed three years, to (a) provide additional revenue-producing properties to the System, (b) redeem System Bonds or (c) create an escrow fund pledged to pay specified System Bonds and thereby cause such System Bonds to be deemed to be paid as provided in the Master Ordinance.

Properties of the System which were financed with the proceeds of obligations the interest on which is then excluded from gross income for federal income tax purposes shall not be disposed of, except under the terms of provision 2.2(l)(i) above, unless the Governmental Unit has first received a written opinion of Bond Counsel to the effect that such disposition will not cause the interest on such obligations to become includable in gross income for federal income tax purposes.

No such disposition shall be permitted which would cause the Governmental Unit to be in default of any other covenant contained in the Master Ordinance.

(m) Competent Management. The Governmental Unit shall employ experienced and competent personnel to manage the System.

(n) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Section and the proper segregation and application of the Gross Revenues.

(o) No Other Liens. Except for those Senior Obligations, Subordinate Parity Obligations, and Super Subordinate Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with**,** subordinate or senior to the lien of this Loan Agreement.

(p) Free Services Prohibited. No free service, facilities nor commodities shall be furnished by the System. Should the Governmental Unit use water services or facilities supplied by the System for municipal purposes, or any combination thereof, or in any manner use the System, or any part thereof, any use of the System by or of the services rendered thereby to the Governmental Unit, or any department, board or agency thereof, will be paid for from the Governmental Unit's general fund or other available revenues at the reasonable value of the use so made, or service so rendered, which shall in no event be less than the rates charged to a System customer with similar consumption; and all the revenue so derived from the Governmental Unit shall be deemed to be income derived from the operation of the System, to be used and accounted for in the same manner as any other income derived from the operation of the System.

Section 2.3 Representations, Covenants and Warranties of the NMFA. The NMFA represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Legal Status and Authorization of Loan Agreement. The NMFA is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the NMFA Act. The NMFA has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the NMFA is a party or by which the NMFA is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the NMFA, or its property and which conflict or violation will have a material adverse effect on the NMFA or the financing of the Project.

(c) No Litigation. To the knowledge of the NMFA, there is no litigation or proceeding pending or threatened against the NMFA or any other person affecting the right of the NMFA to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the NMFA, neither the execution and delivery of this Loan Agreement by the NMFA, nor compliance by the NMFA with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligation. This Loan Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

(e) NMFA Compliance with Policies. As related to this Loan Agreement, the NMFA has complied with all applicable policies and procedures, as adopted and approved by the

NMFA Board of Directors, or such policies or procedures have been waived by the NMFA Board of Directors.

(f) Compliance with Securities Laws. The NMFA acknowledges that no offering document or prospectus has been prepared by the Governmental Unit with respect to this Loan Agreement. The NMFA has been provided with and has reviewed such information as it deems relevant in making its decision to make the Loan to the Governmental Unit and has assumed and relied on the accuracy of such information. The NMFA will not sell, pledge, transfer, convey, hypothecate, mortgage or dispose of the Loan Agreement, or any portion thereof, except to persons who have been provided sufficient information with which to make an informed investment decision regarding the Loan Agreement and in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder and applicable State securities laws and regulations.

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) After the Closing Date and upon written determination of compliance by the Governmental Unit with Section 4.2 of this Loan Agreement, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursal by the NMFA to the Governmental Unit at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the NMFA, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. Prior to the disbursement of any proceeds of the Loan for construction, the Governmental Unit shall comply with EPA's guidelines applicable to the Project and with the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems, and after written determination of compliance, the NMFA, the Department, or other appropriate agency or entity on

behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA) will approve (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) the plans and specifications pursuant to 42 U.S.C. Section 300j-12 and (4) the bids for the conduct and completion of the Project. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the NMFA. The NMFA or its designee shall review each requisition for compliance with (i) the Project's scope and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The NMFA shall cause an Approved Requisition to be paid from the Drinking Water State Revolving Loan Fund.

Section 4.3 Termination by NMFA. NMFA may terminate this Loan Agreement in its sole discretion if it determines and notifies the Governmental Unit in writing that the Governmental Unit has not met within a reasonable period of time the requirements of Section 4.2 of this Loan Agreement.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the NMFA an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Senior Obligations and Subordinate Parity Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Subordinate Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect, unless terminated by NMFA pursuant to Section 4.3 of this Loan Agreement. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the NMFA shall recalculate on the basis of the Aggregate Repayable Disbursements to that

date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final Disbursement, the NMFA shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit "B". The NMFA shall provide a Final Loan Agreement Payment Schedule following the final Disbursement which shall supersede the schedule attached as Exhibit "B".

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the NMFA acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payments under Article XVIII of the Master Ordinance, including the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit as provided in the Master Ordinance for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the NMFA or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the NMFA or its designee pursuant to this Loan Agreement, shall be accounted for and maintained by the NMFA or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the NMFA. The amounts on deposit in the Debt Service Account shall be expended and used by the NMFA only in the manner and order of priority specified herein.

(a) In accordance the payments required under Article XVII of the Master Ordinance, as a subordinate charge and lien, but not an exclusive subordinate charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Subordinate Parity Obligations and subordinate to any outstanding Senior Obligations), the Governmental Unit shall remit to the NMFA and the NMFA shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, the Interest Component and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period, within five (5) days after each payment of an Approved Requisition, the Finance Authority shall calculate the Interest Component and Administrative Fee Component next coming due on the Aggregate Repayable Disbursements.

(C) During the Interim Period, the Governmental Unit shall on June 1 and December 1 of each year, commencing on the first day of June or December, as the case may be, next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date as described in the Loan Agreement Payment schedule attached as Exhibit "B" hereto.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the following amounts:

(A) Interest Component and Administrative Fee Component. On June 1 and December 1 of each year commencing on the first day of June or December, as the case may be, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the amount which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and thereafter, on each Loan Agreement Payment Date, the amount necessary to pay the Interest Component and Administrative Fee Component then due on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. On June 1 of each year, commencing on the first day of June next following the Final Disbursement, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the amount which is necessary to pay the first maturing Principal Component; and annually on the first day of June thereafter, the amount which is necessary to pay the Principal Component then due on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer to the NMFA, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the NMFA shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the NMFA shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to

credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the NMFA or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the NMFA or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Subordinate Parity and Senior Obligations Payable from Pledged Revenues.

(a) Subordinate Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Subordinate Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Subordinate Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Subordinate Parity Obligations or Senior Obligations but including parity refunding bonds and obligations which refund Super Subordinate Obligations as provided in Section 5.5 hereof) and the requirements of Section 24.03 of the Master Ordinance.

The tests required in this Section and Section 24.03 of the Master Ordinance, shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. For Subordinate Parity Bonds with a funded Reserve Account (excluding any insurance coverage through a Reserve Fund Insurer), determination of average annual combined Debt Service Requirements or maximum combined annual Debt Service Requirements shall include application of the funds in the Reserve Account to the final debt service payment for the applicable Subordinate Parity Bonds. Except as permitted herein and by Article XXV of the Master Ordinance, prior to the issuance of additional Subordinate Parity Bonds, the Governmental Unit shall be current in making all deposits required by Article XVIII of the Master Ordinance and the following test shall be satisfied:

(i) a certificate prepared by an Authorized Officer of the Governmental unit showing that the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations after the issuance of the proposed Parity Subordinate Obligations, or

(ii) a certificate prepared by a Consulting Engineer showing that:

(A) the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations immediately preceding the issuance of the proposed additional Subordinated Bonds;

(B) for each Fiscal Year during the period from the date of delivery of such certificate until the latest estimated Completion Date of the Project being financed, the Consulting Engineer estimates that the Governmental Unit will be in compliance with the Rate Covenant; and

(C) the estimated Net Revenues for each of the three Fiscal Years immediately following the latest estimated Completion Date for the specified Project to be financed with proceeds of the proposed additional Parity Subordinate Obligations, as certified to the Consulting Engineer by an Authorized Officer of the Governmental Unit, will be at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations which will be outstanding immediately after the issuance of the proposed additional Subordinated Bonds.

For purposes of subsections (ii)(A) and (ii)(B) above, in estimating Net Revenues, the Consulting Engineer may take into account (1) reasonable Gross Revenues from specified Projects expected to become available, (2) any increase in fees, rates, charges, rentals or other sources of Gross Revenues which have been approved by the Governmental Unit and will be in effect during the period for which the estimates are provided, and (3) any other increases in Gross Revenues for such period which the Consulting Engineer certifies to be reasonable for purposes of such certificate. With respect to Operation and Maintenance Expenses, the Consulting Engineer shall use such assumptions as the Consulting Engineer believes to be reasonable, and taking into account, (i) historical Operation and Maintenance Expenses, (ii) Operation and Maintenance Expenses associated with the specified Projects and (iii) such other factors, including inflation and changing operations or policies of the Governmental Unit, as the Consulting Engineer believes to be appropriate. The Consulting Engineer shall include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Net Revenues and shall also set forth the calculations of the maximum combined annual Debt Service Requirements, which calculations may be based upon information provided by another Consulting Engineer or Consultant.

For purposes of preparing the certificate or certificates described above, the Consulting Engineer or Consulting Engineers may rely upon financial statements prepared by the Governmental Unit which have not been subject to audit by an independent certified public accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the Governmental Unit shall certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

(D) The Governmental Unit shall provide written notice to the NMFA of its intention to authorize the issuance of additional Subordinate Parity Obligations or Super Subordinate Obligations prior to taking official action regarding the issuance of the bonds or obligations and, following establishment of the final terms of the additional bonds proposed to be issued

(b) Senior Obligations. The Governmental Unit may issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, so long as the additional bonds test set forth in the Master Ordinance for issuance of Senior Obligations can be met on the date of issuance of such additional bonds or other obligations. The Governmental Unit shall not issue Senior Obligations payable from the Pledged Revenues, without providing prior written notice to the NMFA, unless such Senior Obligations are purchased by the NMFA

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) and (b) of Section 5.4 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the

Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) and (b) of Section 5.4 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the NMFA or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the NMFA. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the NMFA pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the NMFA or its designee shall disburse moneys to pay a requisition upon receipt and approval by the NMFA or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation

Section 6.3 Completion of the Project. Upon completion of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Loan Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the NMFA, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the NMFA shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the NMFA will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The NMFA and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 NMFA and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the NMFA or the Governmental Unit is required, or the Governmental Unit or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Governmental Unit by an Authorized Officer of the NMFA or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the NMFA shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a). For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b). For all construction contracts awarded in excess of $10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c). For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d). For all construction subcontracts, and subgrants of amounts in excess of $100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e). For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f). For all contracts, including subcontracts in excess of $2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit, and the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)), and shall include the contract clauses set out in the Environmental Protection Agency publication entitled "Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)".

(g). For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program addressing Disadvantaged, Minority and Women's Business Enterprises, including Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations, Executive Order 12898 and 40 C.F.R. Part 33.

(h). For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i). For all contracts, the Governmental Unit shall comply with the requirements of the Federal Funding Accountability and Transparence Act (FFATA).

(j). For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13627 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(k). For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the NMFA pertaining to the Project or (ii) the NMFA has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(l). For all contracts, the Governmental Unit shall comply with the requirements of the Build America, Buy America Act (BABA) included in the BIL, in Sections 70901 through 70927, 2 BABA 70912 and 70914, 3 87 FR 23888 and 2 CFR part 184, in all subawards, contracts, and purchase orders for the work performed, or products supplied under this Loan Agreement. Under the BABA, the Governmental Unit is obligated to use United States produced iron, steel, manufactured products and construction materials for the Project with the funds available under this Loan Agreement unless the Governmental Unit believes a waiver is justified and NMFA finds that a waiver shall apply consistent with such Federal law.

(m). For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the NMFA such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default under this Loan Agreement.

(n). For all contracts, the Governmental Unit shall comply with the administration of the Clean Air Act and the Federal Water Pollution Control Act, including Section 306 of the Clean Air Act, 42 U.S.C. 7606 et seq, Section 508 of the Clean Water Act, 33 U.S.C. 1368, et seq. and Executive Order 11738

(o). For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(p). The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the Environmental Protection Agency for the Project.

(q). The Governmental Unit acknowledges that it is subject to the terms of the Environmental Protection Agency Memorandum titled "Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs" dated December 11, 2020. The Governmental Unit shall comply with 2 CFR 200.216 and Section 889 of Public Law 115-232 and shall not use loan or subsidy funds to obtain or enter into a contract to obtain covered telecommunications equipment produced or provided by companies listed in the system for Award Management exclusion list at SAM.gov. The exclusion list includes, but is not limited to, Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities.

(r). The Governmental Unit agrees to comply with all applicable New Mexico State cybersecurity laws and requirements and ensure that any connections between the Governmental Unit's network or information system and Environmental Protection Agency networks used by the recipient to transfer data under this Loan Agreement, if any, are secure. If a connection does not go through the Environmental Information Exchange Network or Environmental Protection Agency's Central Data Exchange, the Governmental Unit agrees to contact the Environmental Protection Agency Project Officer (PO) and work with the designated Environmental Protection Agency Regional/Headquarters Information Security Officer to ensure that the connections meet Environmental Protection Agency security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Governmental Unit into systems operated and used by Environmental Protection Agency's regulatory programs for the submission of reporting and/or compliance data. The Governmental Unit is subject to monitoring as deemed necessary by the NMFA or the State of New Mexico under 2 CFR 200.331. In regard to this section a "connection" is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

(s). If the Governmental Unit gathers geospatial data, as defined in 43 U.S.C. §2801(2018), during the life of the Project, the data must be consistent with the Federal Geographic Data Committee endorsed standards.

(t). In accordance with the EPA "Signage Requirement" guidelines, the Governmental Unit will place a sign and will maintain such sign in good condition throughout the construction period, at a visible location in the construction site that displays the EPA's agency emblem and identify the project as a "project funding by U.S. Environmental Protection Agency" as long as placing such sign is practically and financially viable and does not result in excessive cost to the Governmental Unit.

(u). The Governmental Unit, as well as any contractors and subcontractors working with the Governmental Unit in this Project, shall comply with all State laws and regulations pertaining to equal employment opportunity and all federal anti-discrimination law requirements, pursuant to 40 C.F.R. 35.3575(a)(c), including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., 40 C.F.R. Part 5, EPA's regulations 40 CFR §7.30 and 40 CFR §7.35, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, et seq., and the Age Discrimination Act of 1975, 42 U.S.C. §6102 which laws prohibit discrimination in the provision of services or benefits on the basis of race, color, national origin, sex, disability or age in programs or activities receiving federal assistance. However, the Governmental Unit shall not be required to take any action in accordance with the foregoing provisions that would, in the exercise of the Governmental Unit's good-faith and reasonable discretion, require the Governmental Unit to violate Executive Orders of the President of the United States of America or the Governor of New Mexico that are in effect and binding on the Governmental Unit throughout the Project period, nor shall the Governmental Unit be required to take any action contrary to an order or decision of a court having jurisdiction over any Executive Order of the President of the United States of America or any Executive Order of the Governor of the State.

The NMFA or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 Subordinate Lien Status. The Loan Agreement Payments constitute an irrevocable subordinate lien (but not necessarily an exclusive subordinate lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Subordinate Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a subordinate lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Subordinate Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the NMFA or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The NMFA or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the NMFA and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the NMFA and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA or its designee, shall defend the NMFA or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. In addition to the default provision in Article XXIX of the Master Ordinance, any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the NMFA or its designee, if any, unless the NMFA or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice

can be wholly cured within a period of time not materially detrimental to the rights of the NMFA or its designee but cannot be cured within the applicable thirty (30) day period, the NMFA or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings to protect the NMFA's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the NMFA may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the NMFA under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the NMFA; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements; or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the NMFA is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the NMFA to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The NMFA may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the NMFA, in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the NMFA shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the NMFA employs attorneys or incurs other expenses for the collection of payments hereunder, or the

enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

City of Santa Fe
Attn: City Clerk
P.O. Box 909
Santa Fe, New Mexico 87504-0909

If to the NMFA, then to:

New Mexico Finance Authority
Attention: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

And if to NMFA's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the NMFA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NMFA, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Integration. This Loan Agreement and any other agreements, certifications and commitments entered into between the NMFA and the Governmental Unit on the Closing Date constitute the entire agreement of the parties regarding the subject matter hereof as of the Closing Date. The Loan provided herein, which was approved by the NMFA Board of Directors on October 31, 2024, and the terms hereof supersede all prior understandings and agreements between the parties in connection with the Loan, to the extent inconsistent herewith.

Section 11.4 Master Ordinance. It is the intent and understanding of the parties that this Loan Agreement shall be, and is, consistent with the substantive terms and parameters established

for the issuance of such obligations by the Master Ordinance. The Ordinance authorizing this Loan Agreement is adopted as an Ordinance of the Governmental Unit, and a Supplemental Ordinance under the Master Ordinance and amends the Master Ordinance to authorize the issuance of the obligation evidenced the Loan Agreement in the form provided for in this Loan Agreement.

Section 11.5 Amendments. This Loan Agreement may be amended only with the written consent of the NMFA and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement, unless such change results in a decrease in the payment amount of the loan component.

Section 11.6 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA, either directly or through the NMFA or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the NMFA is hereby expressly waived and released by the Governmental Unit and by the NMFA as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.7 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.8 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.9 Assignment by the NMFA. This Loan Agreement (except as to the Administrative Fee) may be assigned and transferred by the NMFA to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.10 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.11 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.12 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[*Signature pages follow*.]

[*Remainder of page intentionally left blank*.]

IN WITNESS WHEREOF, the NMFA, on behalf of itself has executed this Loan Agreement, which was approved by the NMFA's Board of Directors on October 31, 2024, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the Finance Authority:

VIRTUE & NAJJAR, PC
As Loan Counsel to the NMFA

By _____
Richard L.C. Virtue

Approved for Execution by Officers of the NMFA:

By _____
Susan G. Pittard, Associate Counsel

CITY OF SANTA FE, NEW MEXICO

By_____
Michael Garcia, Mayor

[SEAL]

ATTEST:

By_____
Geralyn Cardenas, City Clerk

APPROVED AS TO FORM:

_____
Marcos D. Martínez, Interim City Attorney

EXHIBIT "A"

TERM SHEET

LOAN NO. DW-6522
TO THE CITY OF SANTA FE, NEW MEXICO

Governmental Unit:	City of Santa Fe, New Mexico
Project Description:	Finance the cost of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Plant as a component of the System owned and operated by the Governmental Unit and shall include such other related work and revisions necessary to complete the Project.
Pledged Revenues:	Pledged Revenues as defined in the Master Ordinance.
Currently Outstanding Senior Obligations for Pledged Revenues:	Series 2016 Refunding Revenue Bonds, matures 2039.
Currently Outstanding Subordinate Parity Obligations for Pledged Revenues:	2008 NMFA DWRLF Loan DW-1475, matures 2029 and 2013 NMFA DWRLF Loan DW-2696, matures 2034
Currently Outstanding Super Subordinate Obligations:	None.
Authorizing Legislation:	Governmental Unit Ordinance No. 2025-___ adopted June 11, 2025.
Closing Date:	July 18, 2025
Interest Rate:	0.25% (which includes the Administrative Fee)
Total Funding (Maximum Principal Amount):	$17,000,000

Total Repayable (Maximum Repayable Principal Amount):		$8,500,000
Repayable Project Fund:	$8,500,000	
Total Forgiven (Maximum Forgiven Principal Amount):		$8,500,000
Project Subsidy Fund:	$8,500,000	
Total Funding (Maximum Principal Amount):	$17,000,000	
Forgiven Percent:	50%	
Disadvantaged Status:	Disadvantaged	
First Interest Payment Date:	**[May 1, 2025] CONFIRM WITH NMFA**	
First Principal and Interest Payment Date:	**[May 1, 2027] CONFIRM WITH NMFA**	
First Debt Service Interest Payment Date:	**[May 1, 2025] CONFIRM WITH NMFA**	
Final Payment Date:	**[May 1, 2046] CONFIRM WITH NMFA**	

EXHIBIT "B"

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: $17,000,000 Loan Agreement by and between the NMFA and the City of Santa Fe (the "Loan Agreement")

TO: DW@nmfa.net
New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505
Attn: Drinking Water

LOAN NO. DW-6522 CLOSING DATE: July 18, 2025

You are hereby authorized to disburse to the City of Santa Fe or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		☐ Interim Request ☐ Final Request
AMOUNT OF PAYMENT:	$	

For Period (work encumbered) _____ to _____

PURPOSE OF PAYMENT: _____

_____

_____

_____

☐ This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

☐ This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

☐ Check here if bank account information is new or has changed.

☐ Check here if bank account information is still current.

Please indicate if this Business is considered a

☐ SBE (Small Business Entrepreneur)	☐ MBE (Minority Business Entrepreneur)	☐ WBE (Women owned business Entrepreneur)	☐ N/A

(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Santa Fe is not in breach of any of the covenants contained therein. If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Santa Fe understands its obligation to complete the acquisition of the Project and shall complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED:_____ By:_____
Authorized Officer

_____
(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: $17,000,000 Loan Agreement by and between the Finance Authority and the City of Santa Fe (the "Loan Agreement")

Loan No. DW-6522

Closing Date: July 18, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

City of Santa Fe, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan was $ _____.

4. The portion of the Maximum Principal Amount unexpended for the Project is $ _____.

5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, NEW MEXICO

By: _____

Its: _____

FIR No. 10734

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): DW 6522 - DWSRLF Loan for Flocculation Sedimentation Upgrades at Canyon Road Water Treatment Plant

Sponsor(s): Councilor Amanda Chavez and Councilor Alma Castro

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Clinton Peterson, Engineer **Date:** 1/12/2026 **Phone:** (505) 955-4369

Reviewed by City Attorney: Marcos Martinez Marcos Martinez (Feb 16, 2026 13:33:38 MST) **Date:** 02/16/2026

Reviewed by Finance Director: ANDREA PHILLIPS (Feb 18, 2026 09:34:08 MST) **Date:** 02/18/2026

Summary:
The proposed bill would authorize the execution and delivery of a Drinking Water State Revolving Fund loan and subsidy agreement in the total amount of $17,000,000 between the New Mexico Finance Authority and the City of Santa Fe ("City"). The loan would be for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Plant. This bill specifies that the loan be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). With respect to the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City. The Loan shall be in the maximum principal amount of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not receive a loan of $17,000,000 with a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
If this bill is adopted, the City would be able to better fund this critical infrastructure project. The principal loan forgiveness of fifty percent would save the City of Santa Fe Water Division up to $8,500,000. Additionally, the completion of the project would allow the City to be able to better provide potable drinking water to residents by replacing aging equipment and increasing the treatment plant efficiency.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of $17,000,000 for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Cayon Road Water Treatment Plant. This loan has a maximum forgiven principal amount of $8,500,000 and a maximum repayable principal amount of $8,500,000. The loan portion of this agreement is to be paid back within 30 years at an interest rate of 0.25%.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 14,166.6	$14,166.6	$ 14,166.6				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
There is a 0.25% administrative fee associated with the loan, which is reflected in the expenditure table above as capital outlay.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$2,833,333.33	$2,833,333.33	$2,833,333.33	NR	505
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
The principal forgiveness associated with the loan will be applied to Fifty percent (50%) of the loan spent for this project. The Public Utilities Department is estimating 17 million dollars spent throughout the lifespan of the project over a period of approximately 26 months, spanning three fiscal years. The revenue savings associated with the maximum principal forgiveness of $8,500,000 is thus estimated in the table above to be allocated for the next 3 fiscal years.

Signature: 

Email: jdroach@santafenm.gov

Signature: Clinton Peterson
Clinton Peterson (Feb 18, 2026 10:39:48 MST)

Email: cdpeterson@santafenm.gov

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