Agenda

Regular Meeting of the Governing Body
May 14, 2025 at 5:00 PM
City Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Governing Body Meeting

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel. The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording 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.

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

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

Live Public Comment: Members of the public may provide public comment in person during Petitions from the Floor, Public Comment, Final Action on Legislation, or Public Hearings.

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/89559133310

- 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: **895 5913 3310**. Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

1. Call to Order
2. Pledge of Allegiance
    a. Councilor Lindell
3. Salute to the New Mexico Flag
    a. Councilor Romero-Wirth
4. Invocation and Rememberances
    a. Councilor Lee Garcia
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)
9. Action Items: Consent Agenda
    a. Request for Approval of the April 30, 2025, Governing Body Meeting Minutes. (Geralyn Cardenas, Deputy City Clerk; gfcardenas@santafenm.gov)

        Committee Review:
        Governing Body: 05/14/2025

    b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Tulsi Restaurant, LLC for a Restaurant B (Beer, Wine and Spirits) Liquor License with On-Premise Consumption Only with Patio Service, to be Located at 839 Paseo de Peralta, Suites H and J which is Not Located within 300 Feet of a Church or School. (Julie Rasmussen, Administrative Assistant; jkrasmussen@santafenm.gov)

        Committee Review:
        Liquor Hearing: 05/05/2025
        Governing Body: 05/14/2025

    c. Request for Approval to Purchase a Vactor Truck from Pete's Equipment in the Total Amount of $569,727.78 for Maintenance of Roadway Drainage Systems. (Jennifer Morrow, Complete Streets Division Director, jlmorrow@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

d. Request for Approval of a Lease Agreement with Jet Center at Santa Fe Real Estate, LLC to Lease 1.57 Acres of Undeveloped Land for the Construction of a Hangar for Additional Aircraft Storage in the Total Amount of $12,993.91 for the First Year with a 2.5% Cumulative Yearly Increase for a Forty-Year Term. (James Harris, Airport Manager; jcharris@santafenm.gov and Terry Lease, Asset Development Manager; tjlease@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

e. Request for Approval of Amendment No. 1 to Professional Services Agreement Item #23-0516 with Hazen & Sawyer to Remove Fiscal Year Compensation Amount Limits. (William Schneider, Water Resource Coordinator; whschneider@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

f. Request for Approval of a Grant Agreement with the New Mexico Environment Department in the Amount of $1,600,000 for the Capital Project SAP 24-I2455-GF for Repair and or Replacement of the Regional Wastewater Treatment Plant with a Reversion Date of June 30, 2028. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of a Memorandum of Understanding with North Central New Mexico Economic Development District for Fiscal Agent Services related to Capital Project SAP 24-I2455-GF.

2. Request for Approval of a Budget Amendment Resolution to Allocate $1,584,000 from the Capital Appropriation Grant SAP 24-I2455-GF for the Wastewater Treatment Plant to FY25 Wastewater Revenue and WIP Construction, with $16,000 Withheld for Art in Public Places.

Committee Review:
Public Works and Utilities Committee 05/05/2025
Finance Committee: 05/12/2025

Governing Body: 05/14/2025

g. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $195,258 to Complete Streets WIP Design for the Henry Lynch Reconstruction Project. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

h. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $255,722 from the Water Utility Fund Balance to Pay the Department of Interior, US Bureau of Reclamation for the City's Annual Water Operations, Maintenance and Replacement Costs for the San Juan Chama Project. (William Schneider, Water Resource Coordinator; whschneider@santafenm.gov)

Committee Review:
Public Works and Utilities Committee 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

i. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0023 with JDR & Associates, LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Project Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

j. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0221 with EMCO of Santa Fe LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

k. Request for Approval of Amendment No. 1 to Construction Contract Item #23-0222 with GM Emulsion LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 05/05/2025
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

l. CONSIDERATION OF RESOLUTION NO. 2025-__. (Councilor Signe Lindell and Councilor Jamie Cassutt)
A Resolution Authorizing the Sale and Consumption of Beer, Wine, and Cider During the Santa Fe PRIDE Festival on June 28, 2025, in a Beer, Wine, and Cider Garden Adjacent to 100 S. Lincoln Avenue, Pursuant to Section 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

Committee Review:
Governing Body (Introduced): 04/30/2025
Quality of Life Committee: 05/07/2025
Governing Body: 05/14/2025

10. Action Items: Discussion Agenda

a. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Adopting the City of Santa Fe's Fiscal Year 2026 Operating Budget for the City of Santa Fe. (Emily Oster, Finance Director; ekoster@santafenm.gov and Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov)

Committee Review:
Public Works and Utilities (Introduced): 05/05/2025
Finance Committee (Budget Hearing): 05/06/2025 - **POSTPONED TO MAY 12, 2025, FINANCE COMMITTEE MEETING**
Finance Committee: 05/12/2025
Governing Body: 05/14/2025

11. Matters from the City Manager

12. Matters from the City Attorney

13. Executive Session Action Items

14. Matters from the City Clerk

15. Communications from the Governing Body

16. Introduction of Legislation

    a. CONSIDERATION OF RESOLUTION NO. 2025-___. (Councilor Signe Lindell)
    A Resolution Authorizing the Sale and Consumption of Beer and Wine During Portions of the International Folk Art Market on July 10 and 12, 2025, Pursuant to Subsection 23-6.2(C) SFCC 1987. (Andréa Salazar, City Clerk; asalazar@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 05/14/2025
    Quality of Life Committee: 05/21/2025
    Governing Body: 05/28/2025

    b. CONSIDERATION OF BILL NO. 2025-12. ADOPTION OF ORDINANCE NO. 2025____. (Mayor Alan Webber)
    Be It Ordained by the Governing Body of the City of Santa Fe: Authorizing the Execution and Delivery of a Water Project Fund Loan/Grant Agreement by and Between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe, New Mexico (the "Borrower/Grantee"), in the Total Amount of $5,500,000, Including a Loan in the Amount of $2,200,000; Evidencing an Obligation of the Borrower/Grantee to Utilize the Loan/Grant Amount Solely for the Purpose of Financing the Costs of Repairs to the Nichols Dam Outlet Conduit, Including Sealing of Conduit Joints, Conduit Lining, Installation of Filter Diaphragm around Outlet Conduit, 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 Action in Connection with the Execution and Delivery of the Loan/Grant Agreement. (Alan Hook, Water Resources Coordinator Assistant; aghook@santafenm.gov)

    Committee Review:
    Governing Body (Introduced): 05/14/2025
    Governing Body (Public Comment): 05/28/2025
    Public Works and Utilities Committee: 06/02/2025
    Finance Committee: 06/09/2025
    Governing Body (Public Hearing): 06/25/2025

17. Petitions from the Floor

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

    a. CONSIDERATION OF BILL NO. 2025-11. ADOPTION OF ORDINANCE NO. 2025__. (Councilor Carol Romero-Wirth, Mayor Alan Webber)
    A Bill Updating the Rates and Fees for Wastewater Utility Services. (Jesse

Roach, Interim Public Utilities Director; jdroach@santafenm.gov)

Committee Review
Governing Body (Introduced): 04/30/2025
Governing Body (Public Comment): 05/14/2025
Public Works and Utilities Committee: 05/19/2025
Finance Committee: 06/09/2025
Governing Body (Public Hearing): 06/11/2025

19. Final Action on Legislation (Public Hearing)

    a. CONSIDERATION OF Bill NO. 2025-9. ADOPTION OF ORDINANCE NO. 2025-____. (Councilor Michael Garcia, Councilor Amanda Chavez, Councilor Alma Castro, and Councilor Pilar Faulkner)
    A Bill Amending Section 11-14.5 of the Economic Development Fund Ordinance to Change the Sunset Date for Depositing Certain Land Sale Revenues in the Affordable Housing Trust Fund from December 31, 2025, to December 31, 2030. (Johanna Nelson, Director of Office of Economic Development and Interim Director of Office of Affordable Housing; jcnelson@santafenm.gov)

    Committee Review
    Governing Body (Introduced): 02/26/2025
    Governing Body (Public Comment): 03/12/2025
    Economic Development Advisory Committee: 04/02/2025
    Quality of Life Committee: 04/23/2025
    Finance Committee: 04/28/2025
    Governing Body (Public Hearing): 05/14/2025

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

    a. CONSIDERATION OF BILL NO. 2025-8. ADOPTION OF ORDINANCE NO. 2025-____.
    A Bill Rezoning an Approximately 2.50-ACRE Tract of Land Located at 214 Camino de Los Marquez, from R-21 PUD (Residential Twenty-one [21] Dwellings Per Acre, Planned Unit Development) to R-29 (Residential Twenty-Nine [29] Dwellings Per Acre) (Case No. 2024-8898).

    Committee Review:
    Governing Body (Public Hearing): 04/30/2025
    Governing Body (Public Hearing): 05/14/2025 **Continuation from 04/30/2025 Governing Body Meeting**

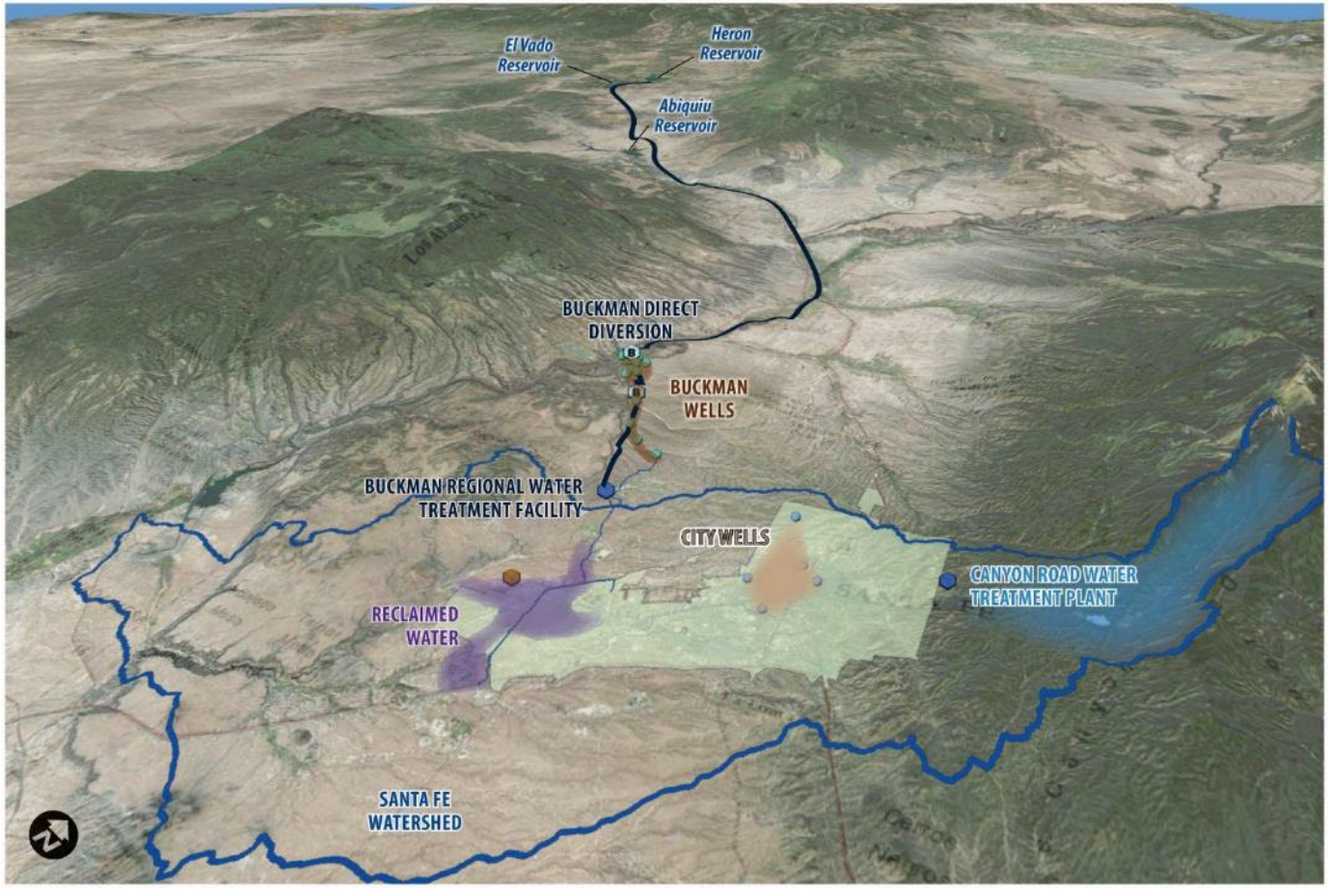
21. Appointments

    a. Capital Improvements Advisory Committee

- Dennis Brandon - Appointment - Term Ending 04/2027
- Miles Conway - Appointment - Term Ending 04/2027
- Oralynn Gurrerortiz - Appointment - Ending 04/2027
- Mark Mitchell - Appointment - Term Ending 04/2027
- Jennifer Salimbene - Appointment - Term Ending 04/2027
- Bob Schaevitz - Appointment - Term Ending 04/2027
- Deb Self - Appointment - Term Ending 04/2027
- Russell Stowers - Appointment - Term Ending 04/2027
- Daniel Strongwater - Appointment - Term Ending 04/2027

22. Adjourn

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



What's Up with Water? Executive Summary 2025

May 2025

What's Up with Water

6th Annual What's Up with Water Webinar: May 15, 2025

1 Where do we get our water and how have things changed over time?

- Four distinct water sources
- Preferential use of sustainable surface water, when available
- Per capita water consumption has decreased over time
- Population has increased

2 We are investing in infrastructure to bolster our supplies

- Nichols Dam Outlet Works Rehabilitation Project progress
- Other 2024 project highlights
- Planned capital projects
  - Proposed rate increases

3 Ongoing planning efforts to prepare for many different potential futures

- Long-range water supply
- Catastrophic supply disruption
- Source water protection

Looking back, looking forward, communicating with our customers

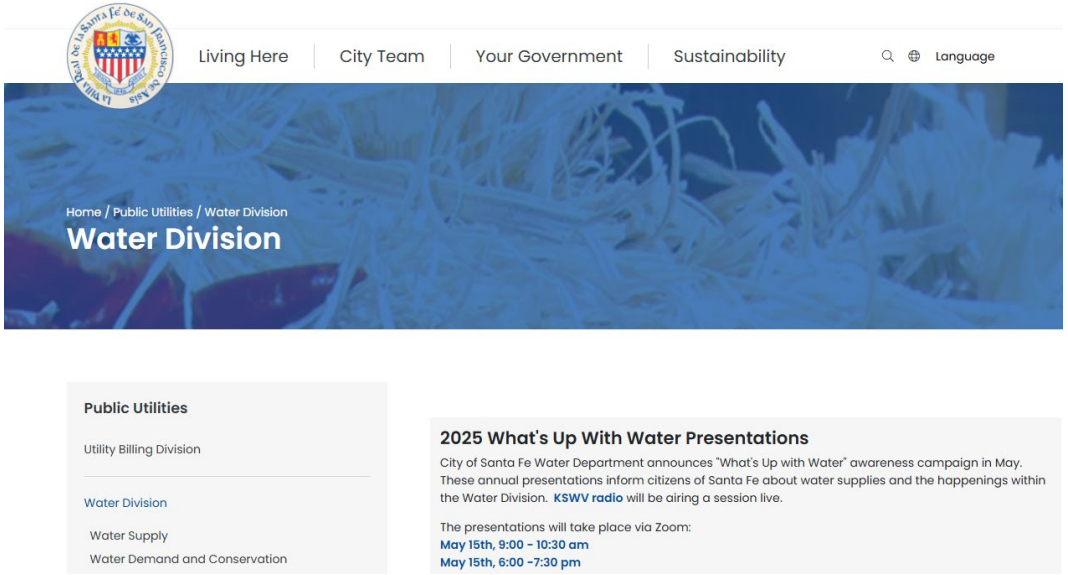
6th Annual What's Up with Water Webinar: May 15, 2025

2025 What's Up with Water

- Join us for our annual What's Up with Water presentations.

Two virtual presentations will be held on May 15, 2025

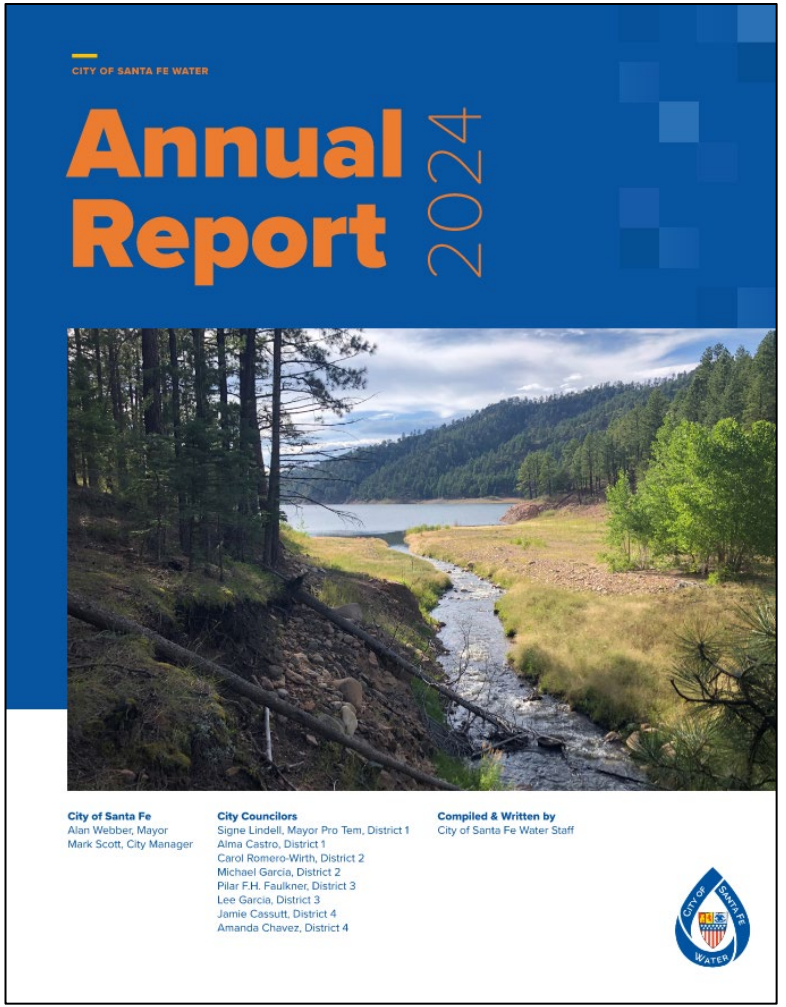
- 9:00 AM and 6:00 PM
- The Zoom meeting links to join are available at https://santafenm.gov/water



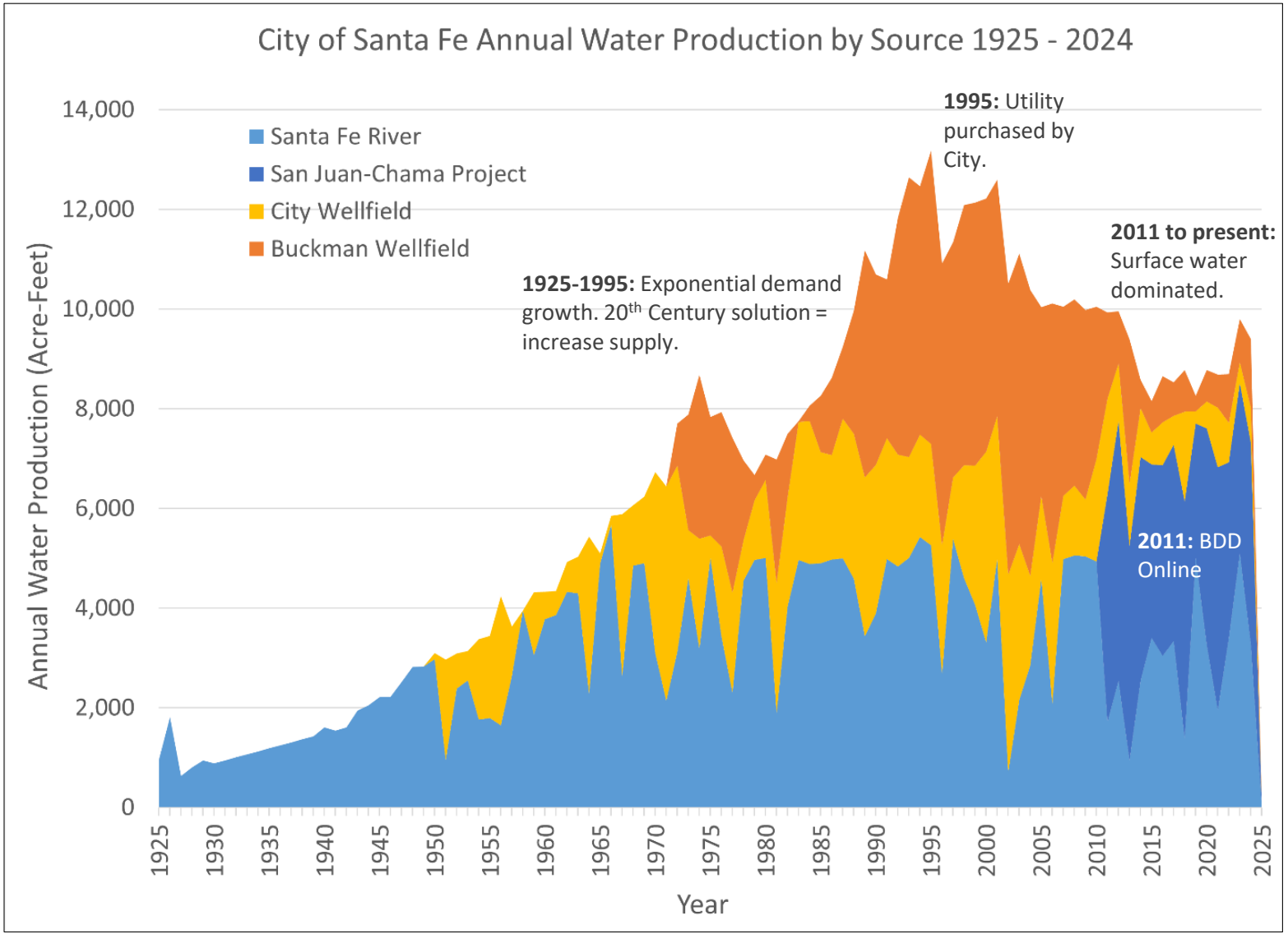
2024 City of Santa Fe Water Annual Report

- Key figures from the 2024 annual report are included in this presentation.

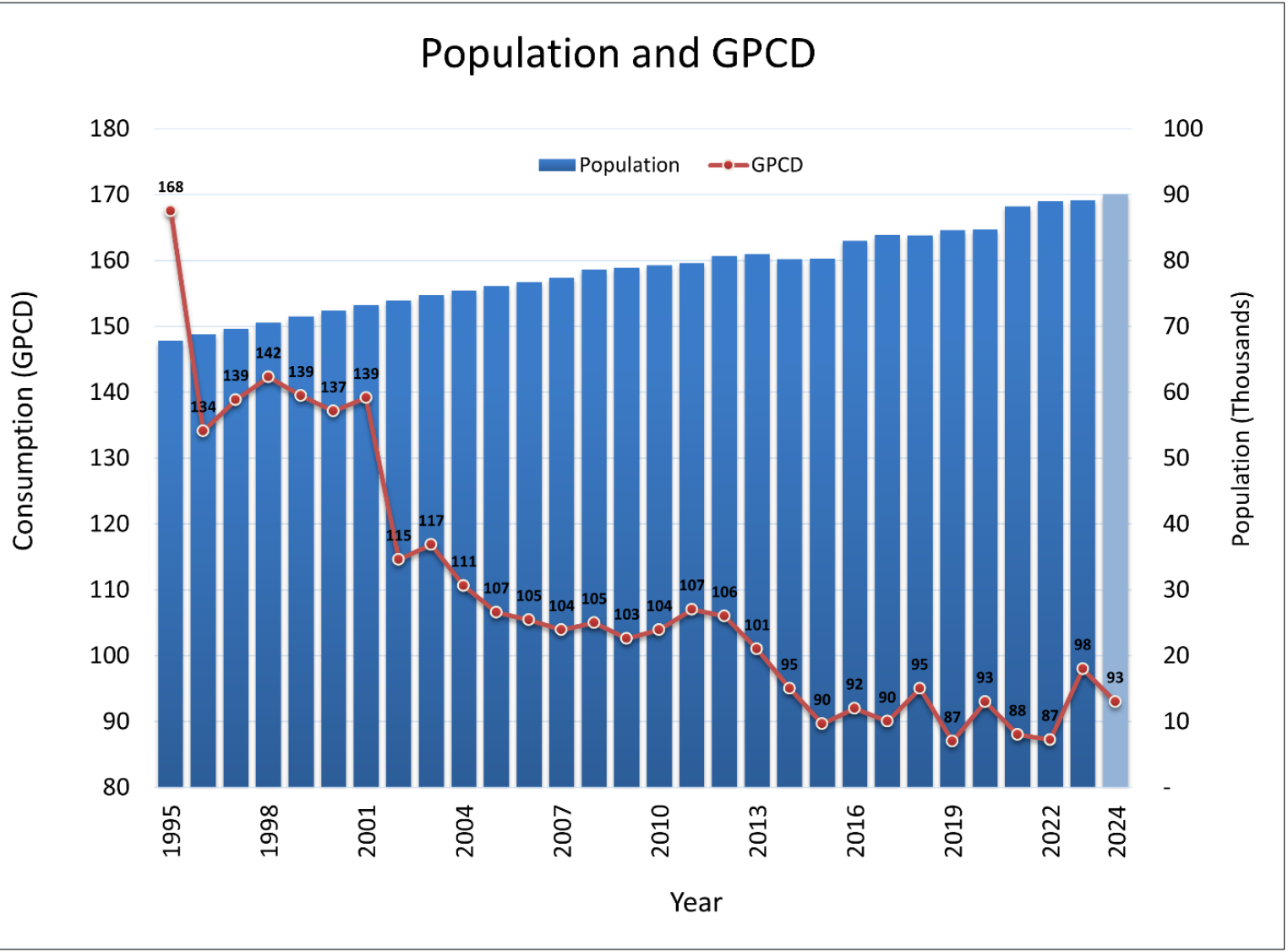
- Full report: https://santafenm.gov/water



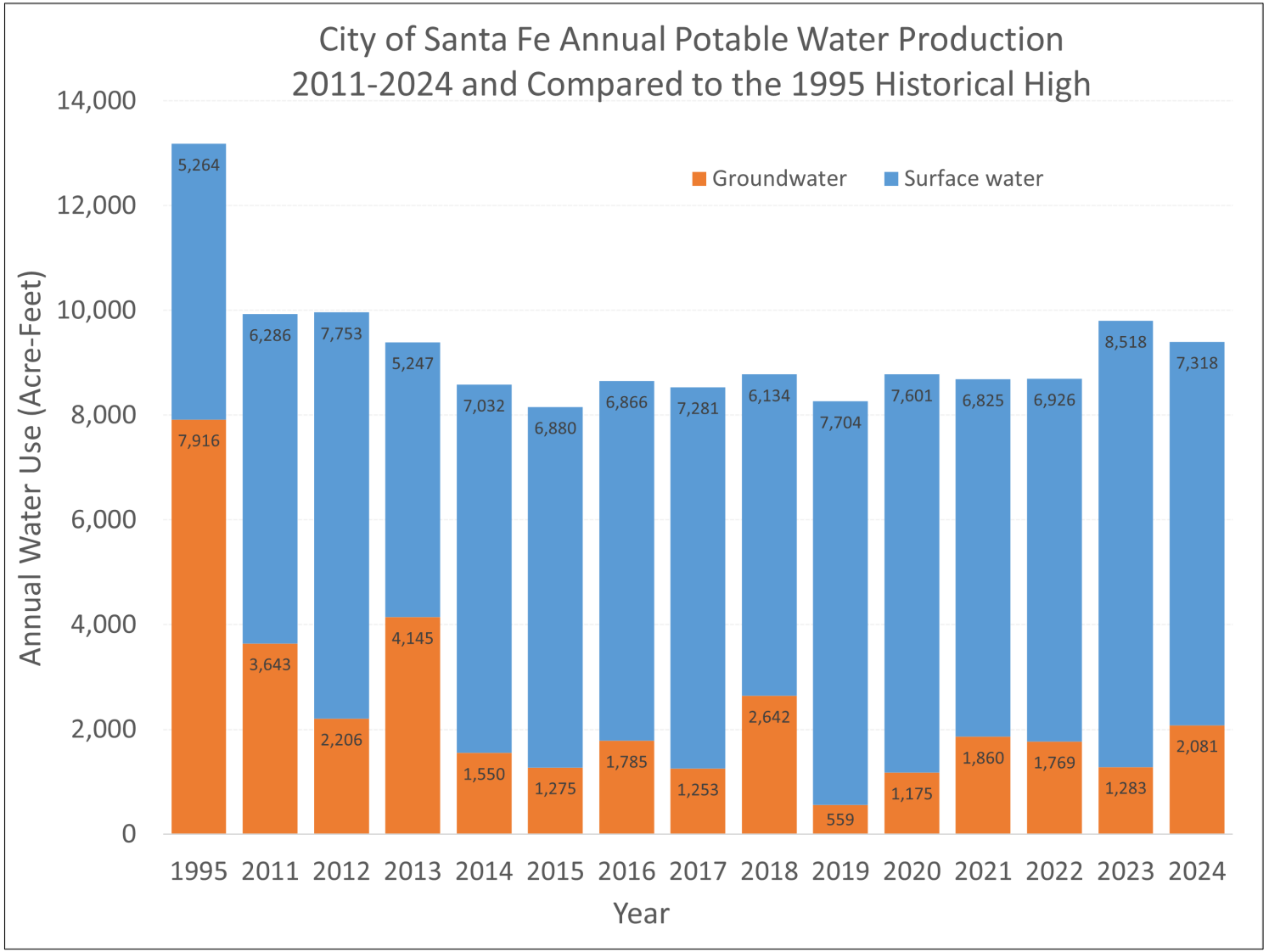
CoSF Water Past: A Picture Is Worth…



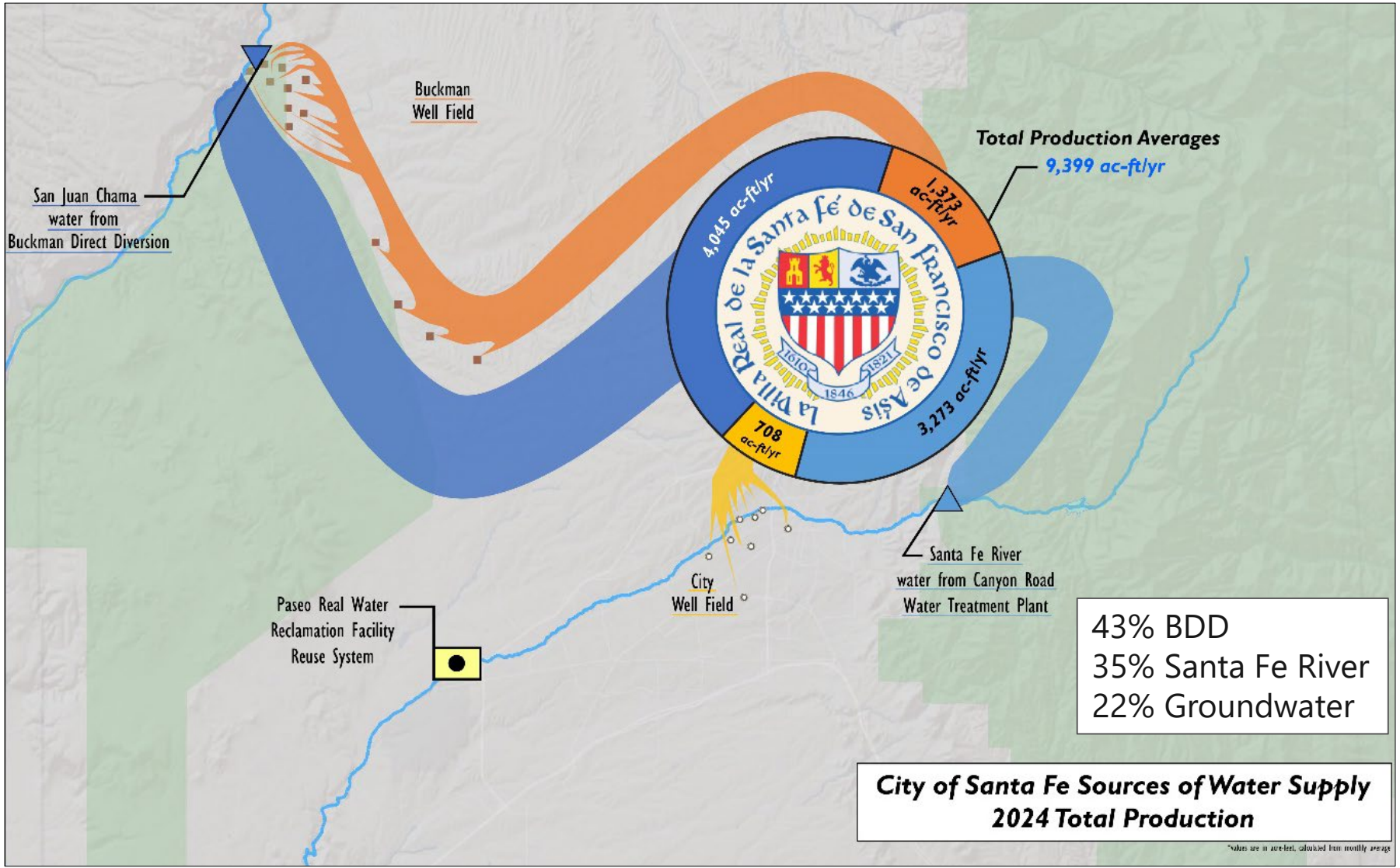
Water Conservation Success



Shifting to surface water dominated source of supply



2024 Sources of supply

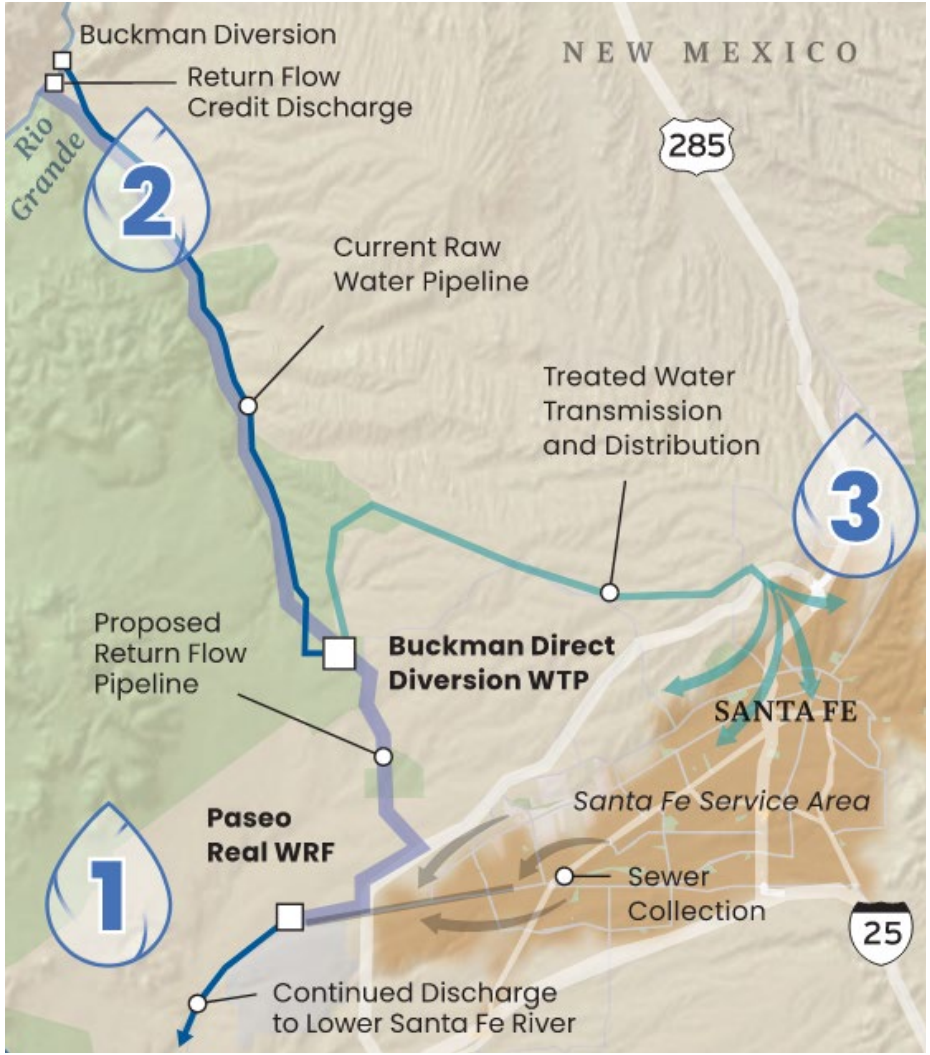


San Juan-Chama Return Flow Project

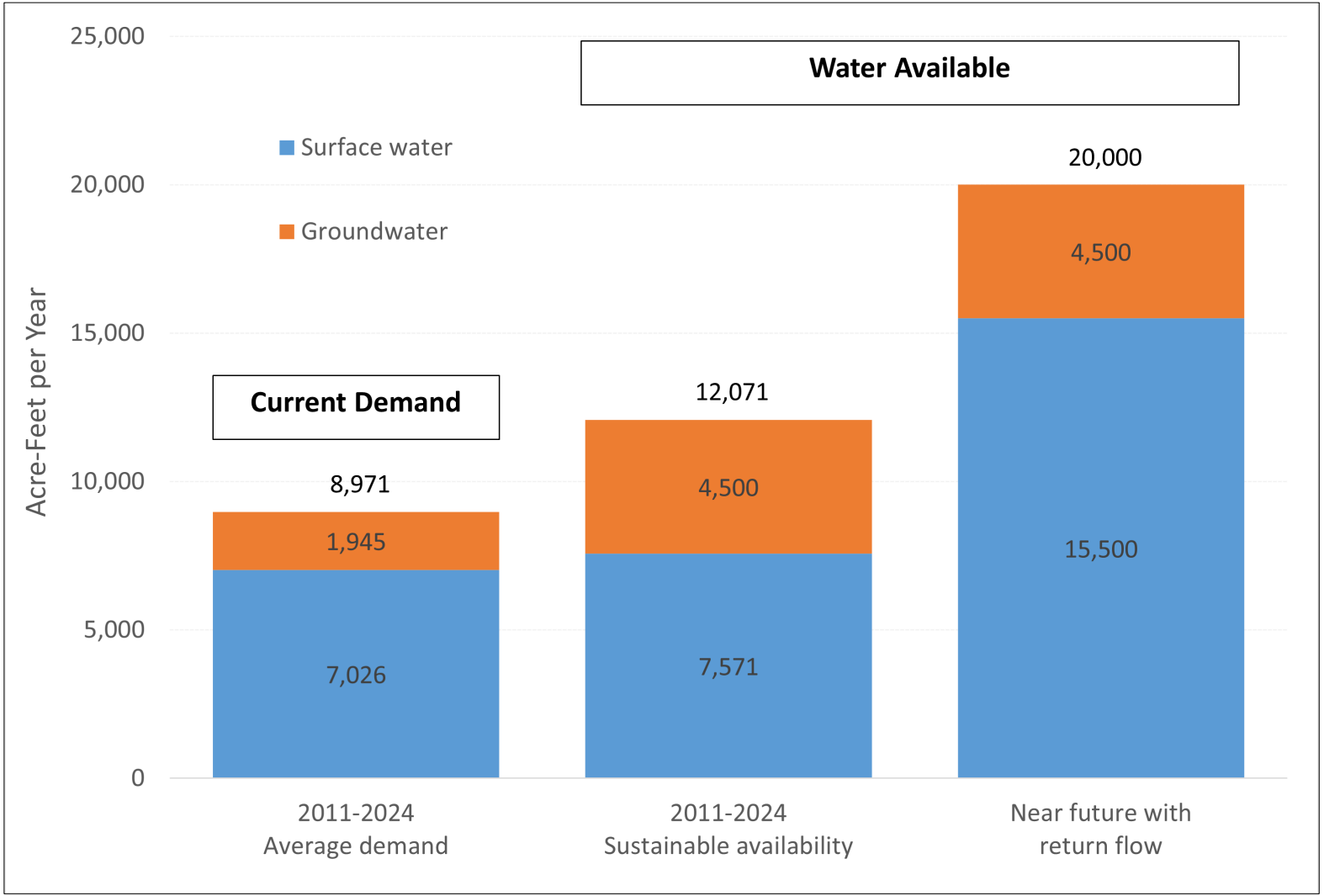
1. Build a new pipeline to take the SJC portion of the City's treated wastewater from the Paseo Real Water Reclamation Facility for discharge to the Rio Grande downstream of the existing BDD.

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

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



Near term plan: San Juan-Chama Return Flow Project



Capital Projects Status and Funding

- SJC Return Flow Project
  - **CoSFW received a permit from the OSE in April 2024**
  - **The 60 percent design deliverable was completed in December 2024**
  - **Draft Environmental Assessment (NEPA) expected out September 2025**
- CoSF has received a commitment for $12 million in grant funding from Reclamation for the SJC Return Flow Project
- CoSF was recommended for a 2024 New Mexico Water Trust Board grant/loan award of $15.25 million to support
  - **Nichols Dam repair ($5.5M)**
  - **CRWTP improvements ($7.75M)**
  - **SJC Return Flow Project ($2M)**



Nichols Dam Outlet Works Rehab Project

- The Nichols Dam Outlet Works Rehabilitation Project construction began in July 2024 and will be completed in Fall 2025.
- Progress on the Nichols Dam Outlet Works Rehabilitation project includes
  - A new 28-inch high-density polyethylene (HDPE) pipe connecting the reservoir to CRWTP
  - New valve vaults for control valves at the dam and CRWTP
  - A new filter drain system on the downstream side of the dam
  - An aeration system in the reservoir that will allow reduced chemical use in treatment
  - Potential to turn of CRWTP during the winter
  - Potential for hydroelectricity generation at CRWTP









Two-Mile Pond Complex Riparian Area Monitoring

- 2024 monitoring activities:
  - **Monthly moisture and vegetation index imagery**
  - **Monthly riparian area monitoring**
  - **Continuous streamflow monitoring at 5 locations**
- 2024 monitoring findings:
  - **The primary water source is shallow groundwater that discharges from the base of Old Stone Dam.**
  - **The average flow from the base of Old Stone Dam was 0.3 cfs (135 gpm), resulting in constant flow through the downstream standpipe throughout 2024**
  - **~259 acre-feet of water flowed through the system in 2024.**
  - **Two-Mile Pond did not change size in 2024, although drought conditions caused a significant reduction in soil moisture in the riparian area starting in September.**
  - **A healthy diversity of flora and fauna were documented.**





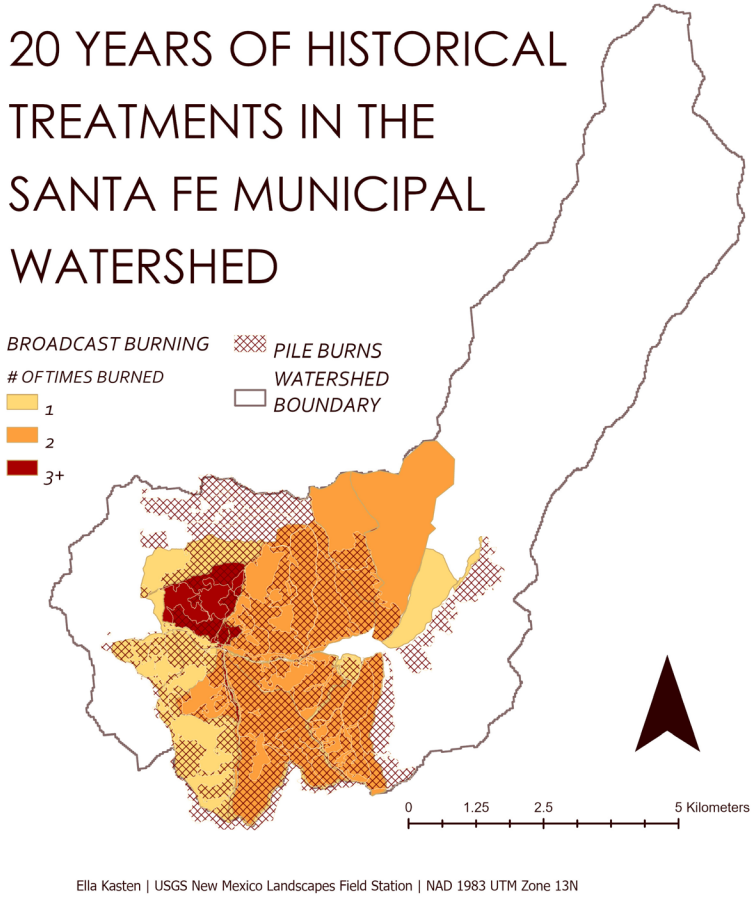


Source Water Protection and Thinning Activities

- Approximately 250 acres were thinned and piled for burning in the upper watershed above McClure as part of ongoing fuels treatment to reduce the severity of wildfire
- CoSF Fire Department's Wildland Division and Forest Stewards Guild thinned and cleared vegetation on 5.9 acres around CoSFW utility infrastructure for wildfire mitigation.

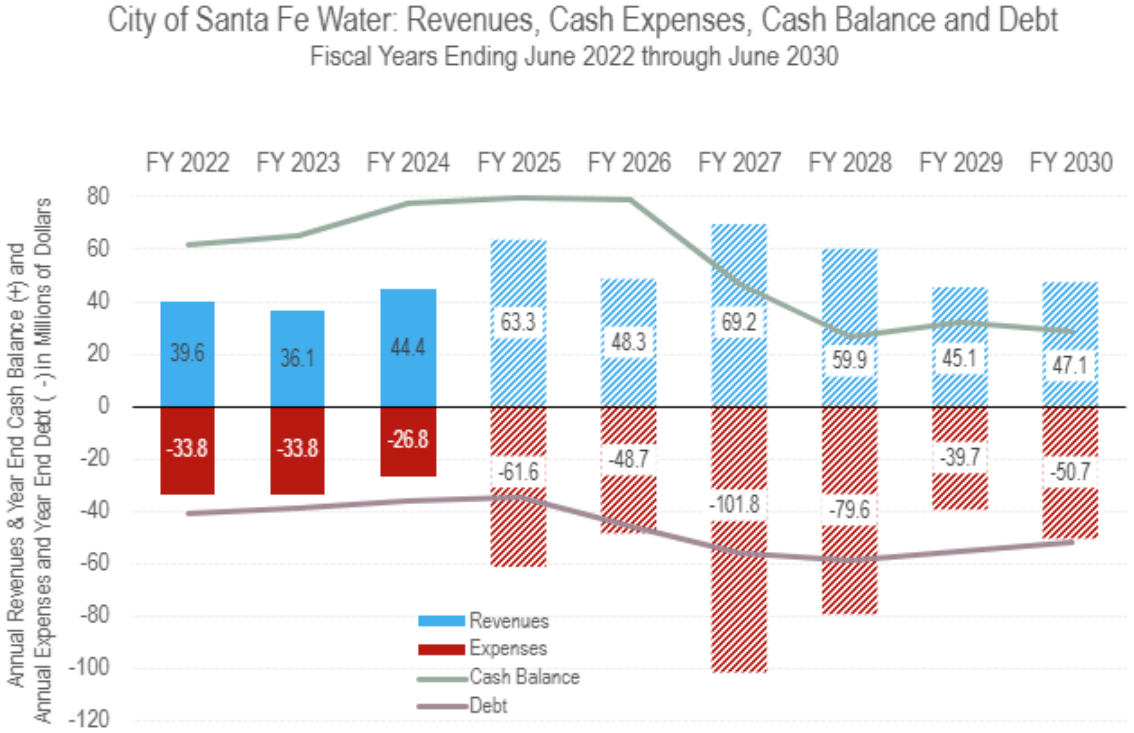






Financials

- 6/30/2024 Cash balance: $77.8 million (M)
- 6/30/2024 Outstanding debt: $35.8 M
- Projected water revenues FY 2025 through 2030: $45 to $69 M/year
- Projected cash expenditures including CIP FY 2025 through 2030: $40 to $102 M/year
- Five planned capital projects total over $120 M, which will drawdown cash reserves, increase debt and lead to proposed rate increases for the first time since 2013.
  - **Nichols Dam Outlet Works Rehabilitation (~$20 M)**
  - **CRWTP Flocculation Sedimentation Upgrades (~$24 M)**
  - **CRWTP Chemical Feed Upgrades (~$9 M)**
  - **McClure Dam Outlet Works Rehabilitation (~$20 M)**
  - **San Juan-Chama Return Flow Project (~$60 M)**

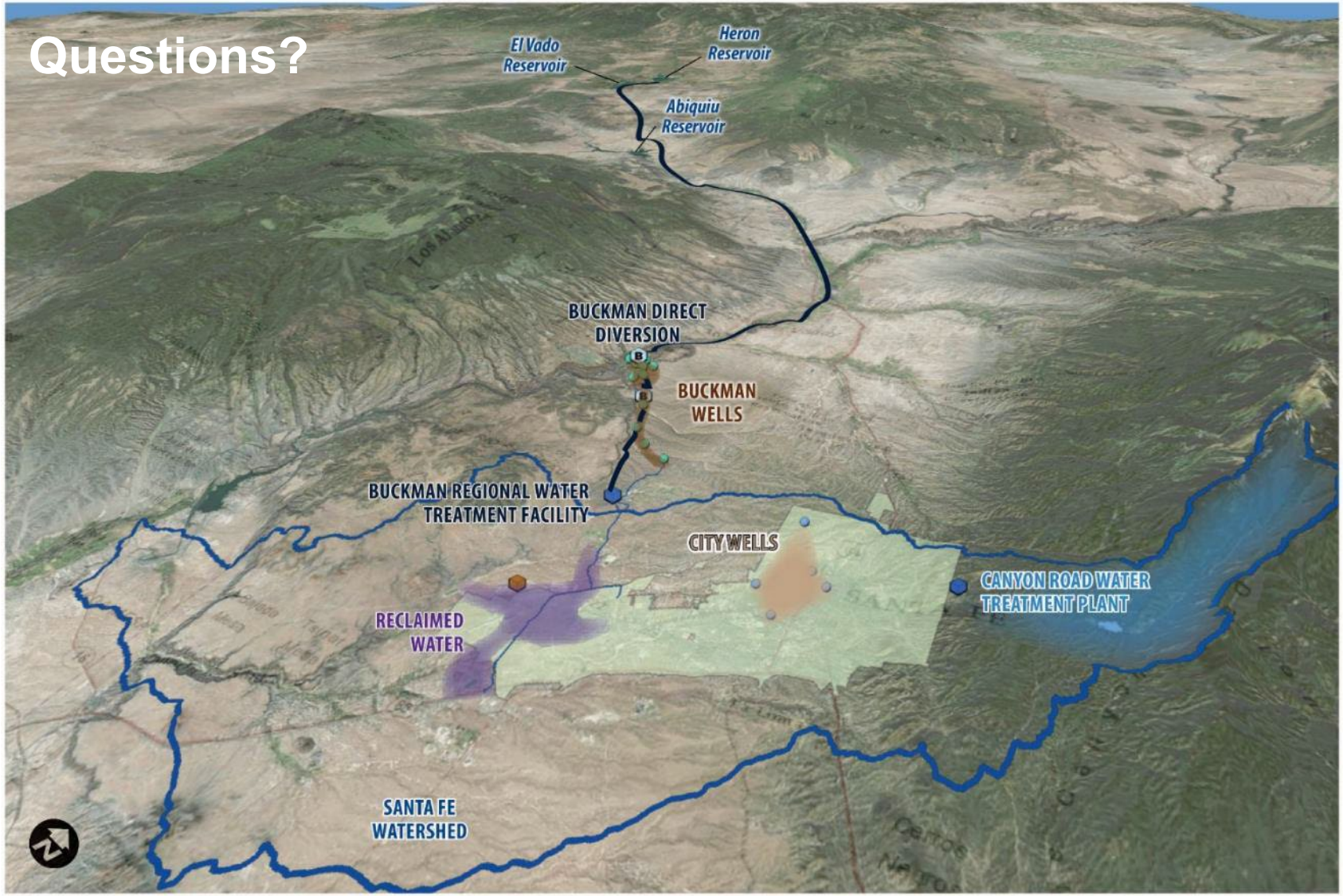


Need for a water and wastewater rate increase



- General cost inflation rose 41% between 2013 and 2024.
- Large capital projects are necessary for both utilities to continue to provide reliable service.
- Water rates unchanged since 2013.
  Wastewater rates have increased once since 2010 (in 2019).
- Proposed increase to the average residential bill of approximately $3 per month for 5 years and $1 per month for an additional 5 years to meet these needs.

Questions?


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

City of Santa Fe, New Mexico

memo

DATE: April 29, 2025

TO: Renee Barela-Gutierrez, Liquor Hearing Officer

VIA: Geralyn F. Cardenas, Deputy City Clerk

FROM: Julie Rasmussen, Administrative Assistant, City Clerk's Office

ITEM & ISSUE:

Request from Tulsi Restaurant, LLC for Restaurant B (Beer, Wine & Spirits) Liquor License with On-Premises Consumption Only with Patio Service.

BACKGROUND AND SUMMARY:

The applicant has requested a Restaurant B (Beer, Wine & Spirits) Liquor License with On-Premises Consumption Only with Patio Service, to be located at 839 Paseo de Peralta, Suites H & J. This location is not within 300 feet of a church or school.

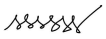
Attached are staff reports regarding litter, noise, and traffic. Staff does not anticipate a substantial change in litter and noise, or any unacceptable traffic impacts due to the approval of this request.

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

ACTION REQUESTED:

Consideration of the above request.

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Website Notice of Public Hearing
- Applicant's Proof of Publication
- Letter to Applicant Staff Reports

Signature: 

Email: gfcardenas@santafenm.gov

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

RCVD - CITY CLERK
'25 MAR 24

March 20, 2025

Certified Mail No.: 7021 2720 0001 2204 7603
Email: asalazar@santafenm.gov

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

Name of Applicant: Tulsi Restaurant LLC
Doing Business As: Tulsi
Proposed Location: 839 Paseo De Peralta H & J, Santa Fe, NM 87501

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

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

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

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

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

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

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

ABC has no preference in the option you choose.

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

The Applicant is seeking a Restaurant Liquor License.

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

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

Respectfully,

Desirae Griego

Desirae Griego | Admin Law Judge / Hearing Officer
Alcoholic Beverage Control Division
2550 Cerrillos Road | Santa Fe, NM 87505
P.O. Box 25101 | Santa Fe, NM 87504
Desirae.Griego@rld.nm.gov | www.rld.nm.gov/abc/
(505)-795-4091

Enclosures:

1. Application ***(must be signed and returned w/notices of publication)***
2. Copy of the Zoning Statement

Business Information

Business Information

Business Name: Tulsi Restaurant LLC
Type of Business: Alcohol
Business Structure: Limited Liability Company
FEIN: XX-XXX6592
State Tax ID Number: XX-XXXXX0-00-6
Business Email: info@tulsisantafe.com
Business Phone: 5054709890

Contact Person Information

Contact Person Name: Paddy Rawal
Contact Person Phone: 505-470-9890
Contact Person Email: paddyrawal@gmail.com

Business Mailing Address

Mailing Street: 614 A Galisteo St,
Mailing City: Santa Fe
Mailing State: NM
Mailing Zip Code: 87505
Mailing Country: US

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

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

Signature of City/County Official: _____ Title: _____

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

Signed by Director: _____ Date: _____



Premises Information

Premises DBA

Premises Doing Business As (DBA):Tulsi

Proposed Premises Physical Address

Physical Street: 839 Paseo De Peralta H & J
Physical City: Santa Fe
Physical Zip Code: 87501
Physical State: New Mexico
Physical County: Santa Fe
Local Option District: Santa Fe City
"Local Option District" means a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality that falls within a county that has voted to approve the sale, serving or public consumption of alcoholic beverages, OR an incorporated municipality of over five thousand population that has independently voted to approve the sale, serving or public consumption of alcoholic beverages under the terms of the Liquor Control Act or any former act.

Ownership

The land and building which is proposed to be the licensed premises is: Leased by Applicant
The following information is required to ensure the issuance of a license to this location will not result in the violation of a county or municipal ordinance.
Specify Owner(s) of the land and building: Dr.John Gudznik
Specify Date and Terms of Lease/Operating Agreement: 5 years plus five years

Zoning

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

Distance from nearest School

Name of School: Acequia Madre
School Street: 700 acequia madre street, sf, nm 87501
School City: Santa fe
School State: New Mexico
School Zip Code: 87501
School Country: United States
School Distance (in feet): More than 400 but less than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the school.

Distance from nearest Church

Name of Church: Church of the holy faith
Church Street: 311 east palace ave
Church City: santa fe
Church State: New Mexico
Church Zip Code: 87501
Church Country: United States
Church Distance (in feet): More than 400 but less than 1000
Specify the shortest direct line distance from the nearest point of the proposed premises to the nearest point of the property line of the church.

Premises Information 2

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

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

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

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

Mucho Gusto was the previous owner of the license

Licenses at Proposed Premises

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

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

No records to display.

Questions

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

Alcoholic Beverage Control Division

Restaurant A Intake Application

Application Number: BLA-0000004594

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

Payment

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

Attestation/Oath

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

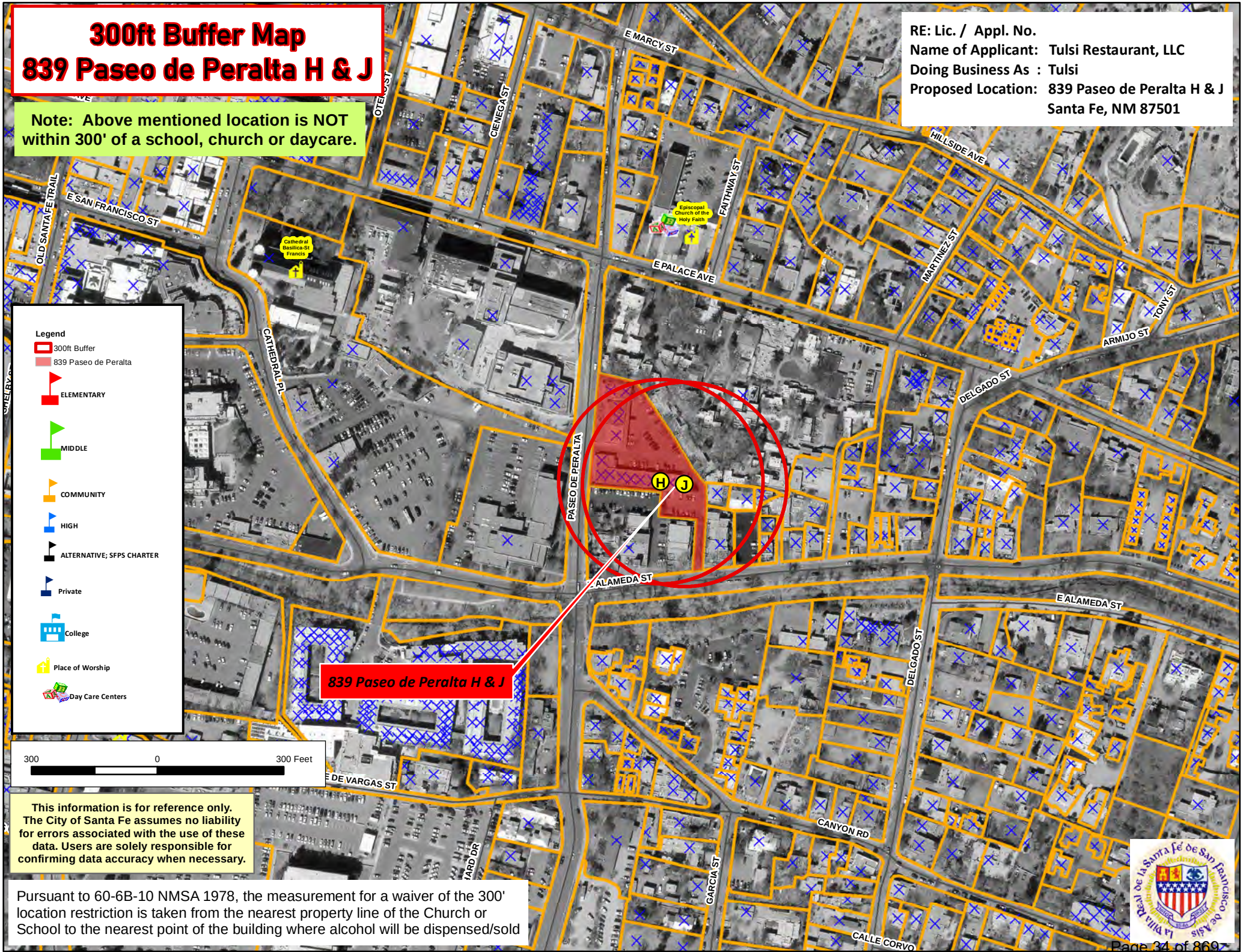
Attestation Signature: Paddy Rawal

Date: 12/20/2024

300ft Buffer Map
839 Paseo de Peralta H & J

Note: Above mentioned location is NOT within 300' of a school, church or daycare.

RE: Lic. / Appl. No.
Name of Applicant: Tulsi Restaurant, LLC
Doing Business As : Tulsi
Proposed Location: 839 Paseo de Peralta H & J
Santa Fe, NM 87501



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

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

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

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

December 23, 2024

Paddy Rawal
Tulsi
839 Paseo de Peralta
Suites H-J
Santa Fe, NM 87504

RE: Zoning Verification for Tulsi located at 839 Paseo de Peralta, Suites H-J, Santa Fe, NM

Dear Mr. Rawal,

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

14-4.3 (E) BCD Business-Capitol District

(1) Purpose In recognition of the fact that the economic health of the city depends on the economic viability of the BCD, the purpose of the BCD is to provide for a mixture of land uses, including residential uses, designed to promote the district's economic wellbeing while preserving the unique architecture, townscape and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community and historical identity in the district and the city.

(3) Townscape Subdistricts

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

(b) The townscape subdistricts are intended to:

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

(ii) maintain diversity among the various subdistricts; and

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

(c) Property is eligible for rezoning to a townscape subdistrict if the land is located within or adjacent to the BCD and meets all other requirements of Chapter

14. 14-7.4 - BUSINESS-CAPITOL DISTRICT

(1) Standards for Entire District

(B) Additional Regulations

(c) Drive-in or Drive-through Facilities Drive-in or drive-through facilities are permitted as principal or accessory uses and structures in the Rosario Boulevard/Northwest Paseo de Peralta,

Sandoval/Montezuma and Cerrillos Road Subdistricts, where traffic generated by the use will not substantially interfere with existing vehicular and pedestrian traffic. Drive-in or drive-through facilities are prohibited in the other subdistricts of the BCD.

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

(e)East Marcy/East Palace Subdistrict:

(i) maintain the continuity of block faces, including street trees and yards ;

(II) retain the residential scale of the area by limiting building heights and requiring yards ;

(iii) encourage low walls that are compatible with the characteristic open yards; and

(iv) encourage a sense of openness.

Development standards for the Townscape Subdistricts may be found within Santa Fe City Code, Chapter 14, Table 14-7.4(A)-1, and development standards for the Historic Districts may be found within Santa Fe City Code, Chapter 14-5.2.

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

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

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

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

Stephanie Perea

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

N
STEPS
ENTRANCE
DRIVE WAY
ENTRANCE
RECEPTION
EXIT
EXIT
HEATING FURNACE
HEATER
HEATING FURNACE
SERVING STATION
RANGE
KITCHEN
COOLER
FREEZER
SINKS
PASEO DE PERALTA
WINE & BEER
EXIT
EXIT
BOILER
RAMP
EAST ALAMEDA

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, May 5, 2025.

The purpose of this hearing is to discuss a request from Tulsi Restaurant, LLC dba Tulsi for a Restaurant A Liquor License. This license will be located at 839 Paseo de Peralta H & J, Santa Fe.

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

ANDREA SALAZAR (Mar 26, 2025 08:21 MDT)

Andréa Salazar
City Clerk and Director of Community Engagement

Received by The Santa Fe New Mexican
Date: March 26, 2025
To Be Published: March 31, 2025 &
April 7, 2025

By _____
The Santa Fe New Mexican (Signature)

SANTA FE NEW MEXICAN

Founded 1849

PRAMOD RAWAL
839 Paseo de Peralta
Santa Fe, NM 87501-2201

ACCOUNT:	STPR7
AD NUMBER:	93229
TAG LINE	LEGAL #93753
P.O.#:	

2 TIME(S)	$80.60
AFFIDAVIT	10.00
TAX	7.42
TOTAL	98.02

AFFIDAVIT OF PUBLICATION

STATE OF NEW MEXICO
COUNTY OF SANTA FE

I, Alejandra Molina, 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 93753 a copy of which is hereto attached was published in said newspaper 2 day(s) between 03/31/2025 and 04/07/2025 and that the notice was published in the newspaper proper and not in any supplement; the first date of publication being on the 31st day of March, 2025 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 7th day of April, 2025

Notary Susan Larine Cahoon

Commission Expires: 11/5/2028

State of New Mexico
Notary Public
Susan Larine Cahoon
Commission Number 1132046
Expiration Date 11/5/2028

LEGAL #93753

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 PM on Monday, May 5, 2025.

The purpose of this hearing is to discuss a request from Tulsi Restaurant, LLC dba Tulsi for a Restaurant A Liquor License. This license will be located at 839 Paseo de Peralta H & J, Santa Fe.

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

/s/ Andréa Salazar
City Clerk and Director of Community Engagement

PUB: Mar. 31, Apr. 07, 2025.

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

04/24/2025

Tulsi Restaurant, LLC
614 A Galisteo St.
Santa Fe, New Mexico 87505

Via email: info@tulsisantafe.com
paddyrawal@gmail.com

RE: Request from Tulsi Restaurant, LLC dba Tulsi for a Type A Liquor License with On-Premises Consumption Only to be Located at 839 Paseo de Peralta H & J, Santa Fe, NM 87501

Good Day,

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, May 5, 2025, at 4:00 pm. This will be a virtual hearing via Zoom. We will email you the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their Wednesday, May 14, 2025 meeting.

Attached is a copy of the Notice of Public Hearing.

Should you have *any* questions, or require anything further from our office, please do not hesitate to call me at 505-955-6520.

Sincerely,

Julie Rasmussen
Santa Fe City Clerk's Office

Applicant Supplemental Information Form

1. **Name of Applicant:** TULSI RESTAURANT LLC

   D/B/A Name to be used: TULSI

   Proposed License Location: 839 PASEO DE PERALTA STE H & J

   Telephone number: 505 470 9890

   Email: INFO@TULSISANTAFE.COM

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

   - [x] New License (indicate type:)
   - [ ] Transfer of location (indicate type:)
   - [ ] Transfer of ownership (indicate type:)
   - [ ] Transfer of ownership and location (indicate type:)

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

   - [ ] Yes (If yes, License # and Type:)
   - [x] No

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

   - [ ] Yes (If yes, License # and address where alcohol was being dispensed:)
   - [x] No

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

   - [ ] Yes (If yes, please explain:)
   - [x] No

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

   Current/Previous Hours of Operation:

   Proposed Hours of Operation: MON - SUN 11 30 to 8 30

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

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

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

What days? FRIDAY SATURDAY SUNDAY

What times? 5:30 PM to 7:30 PM

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

☑ Yes (If yes, what is your License #? 238855)

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

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

☑ Yes (If yes, what is your occupant load issued for your business? 89)

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

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

☑ Yes (If yes, what is the date the Certificate was issued? _____)

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

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

50 GUESTS

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

☐ Business is expected to increase (additional number of customers per day: 15).

☐ Business is expected to decrease (loss of customers per day: N/A).

☐ Business is expected to remain the same.

* Please explain your answer: FOOD IS THE MAIN ATTRACTION FOR GUESTS, ALCOHOL IS A COMPLIMENT TO THE FOOD

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

☐ Traffic can be expected to increase on adjacent streets.

☑ Traffic will not increase on adjacent streets.

* Please explain your answer: WE HAVE OUR LOCATION ALONGSIDE EXISTING HOTELS, WE HAVE OUR OWN PARKING LOT

Name of person completing this form: PRAMOD 'PADDY' RAJAC

Telephone number: 505 470 9890

Date: 03/26/25

Applicant: Tulsi Restaurant, LLC **Proposed Location:** 839 Paseo De Peralta H & J

(FOR CITY USE ONLY)

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

Geographic Information System Mapping (GIS) Department

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

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

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

Business Licensing Department

☑ Yes, the requesting business has a business license issued by the City of Santa Fe. License # 238855.

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

Code Enforcement Department

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

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

*Note: _____

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

Verification Completed By: Jason D. Sena

Title: Enforcement Manager

Date: Apr 9, 2025

Traffic Engineering Department

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

*Note: This is an existing location, no adverse impacts. 2nd page of application form has been submitted.

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

Verification Completed By: Jeanne Wolfenbarger

Title: Traffic Engineer

Date: Apr 2, 2025

City of Santa Fe Fire Department

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

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

*Note: All violations were corrected for the above property. No violations noted at this time.

All violations were corrected for the above property. No violations noted at this time.

Verification Completed By: Geronimo Griego

Geronimo Griego (Apr 11, 2025 09:08 MDT)

Title: Fire Marshal

Date: Apr 11, 2025

INSPECTION WORKSHEET (129095-2025)

City of Santa Fe
200 Lincoln Ave Santa Fe, NM

Case Number:	238855	**Case Module:**	Business License
Inspection Date:	Wed Apr 9, 2025	**Inspection Status:**	Passed
Inspector:	Griego, Geronimo	**Inspection Type:**	Annual Fire Inspection

Job Address:	839 PASEO DE PERALTA H Santa Fe, New Mexico, 87501	**Parcel Number:**	11075200

Contact Type	Company Name	Name
Owner	Tulsi Restaurant LLC	Rawal, Paddy

Checklist Item	Status
General Comments - Checklist item used to track general comments, not specific to any other checklist item	Passed

Shall address exit signs and emergency lights and address for suite number of building leased.

Geronimo Griego (Fire Marshal)

Griego, Geronimo


839 Paseo De Peralta
BCD
Sat Jun 1 2024
20 ft
Nearmap

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

DATE: April 10, 2025

TO: Thomas M. Graham, Assistant Planning & Land Use Department Director

VIA: Jason D. Sena

FROM: Jason D. Sena, Enforcement Division Manager

ITEM & ISSUE

Litter and noise impact assessment,due to a request from Tulsi Restaurant, LLC, for the following:

a) The purpose of this hearing is to discuss a request from Tulsi Restaurant, LLC dba Tulsi for a Restaurant A Liquor License. This license will be located at 839 Paseo de Peralta H & J, Santa Fe.

BACKGROUND AND SUMMARY

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

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: Tulsi restaurant llc
DBA: Tulsi

Business Location: 839 PASEO DE PERALTA H
Santa Fe, New Mexico 87501

CRS Number: 03671290006

Owner: Paddy Rawal

License Number: 238855

License Type: Business License - Renewable

Issued Date: December 19, 2024

Classification: Business Registration - Food Sales

Expiration Date: December 19, 2025

Fees Paid: $35.00

Description: Dine in restaurant

Tulsi restaurant llc

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Abbreviations	Districts Described	District Designations
RAC	14-4.2I	Residential Arts and Crafts
A-C	14-5.4	Arts and Crafts Overlay
C-1	14-4.3A	Office and Related Commercial
C-2	14-4.3B	General Commercial
C-4	14-4.3C	Limited Office and Arts and Crafts
HZ	14-4.3D	Hospital Zone
BCD	14-4.3E	Business-Capitol
I -1	14-4.3F	Light Industrial
I -2	14-4.3G	General Industrial
BIP	14-4.3H	Business and Industrial Park
SC-1, SC-2, SC-3	14-4.3K	Planned Shopping Center (Neighborhood, Community, Regional)
MU	14-4.3L	Mixed Use

Italicized words defined in Article 14-12

Table 14-6.1-1

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
RESIDENTIAL																						
Group Living																						
Continuing care community	S	S	S	S	S	S		S		P	S	P	P	P			S				P	(A)(1)
Group Residential Care Facility	S	S	S	S	S	S		S		P	S	P	P	P			S				P	
Group Residential Care Facility, Limited	P	P	P	P	P	P		P		P	S	P	P	P			S				P	
Group Residential Care Facility, Correctional			S		S	S		S		P*	P*	P*	P*	S			S				S	
Boarding, dormitory, monastery	S	S	S	S	S	P		P		P	S	P	S	P			S				S	
Household Living																						
Dwelling, multiple-family	P[1]	P	P		P	P	P	P		P	P[6]	P	P	P				P[6]	P[6]	P[6]	P	(A)(5), (A)(6)
Dwelling, single-family	P	P	P	P	P	P	P	P		P	P[6]	P	P	P							P	(A)(5)
Manufactured homes	P	P	P	P	P	P	P	P		P	P[6]	P	P	P							P	(A)(4)
Mobile home, permanent installation	S	S	S	S	S	S		S		S		S	S									(A)(2)
Mobile home park							P[9]															(A)(3); See 14-6.4(B)

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Short Term Rental Unit	Prohibited except as set forth in Section 14-6.2(A)(5)(a)									P	P	P	P	P						P	P	(A)(5), (A)(6)
PUBLIC, INSTITUTIONAL AND CIVIC (Ord. No. 2014-31 § 11)																						
Emergency Services																						
Police and fire stations	S	S	S	S	S	S	S	S		P	P	P	P	P	P	P	P	P	P	P	P	
Police substations (6 or fewer staff)	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	
Preschool, Daycare for Infants or Children																						
Small (6 or fewer)	P	P	P	P	P	P	P	P		P	P	P	P	P	P		P	P	P	P	P	
Large (More than 6)	S	S	S	S	S	S	S	S		P	P	P	P	P	S		P	P	P	P	S	
Electrical Facilities (See 14-6.2(F) for Planning Commission Review Requirements)																						
Distribution facilities	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	(F), (G)
Substation	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	(F)
Switching station	P	P								P	P	P		P	P	P	P	P	P	P	P	(F)
Transmission lines	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P	P	(F)
Educational																						
Elementary and secondary schools, public and private	S	S	S		S	S		S		P*	P*	P*	S	P*	S		P*	S	S	S	P*	
Colleges and universities, residential	S	S	S		S	S		S		S	S	S	S	P			S				S	(B)(2)
Colleges and universities, nonresidential										P	P	P	P	P	P		P	P	P	P	P	
Museums		S	S		S	S		P[10]		P	P	P		P	P		P	P	P	P	P	
Vocational or trade schools, nonindustrial								P[10]		P	P	P		P	P		P	P	P	P	P	
Vocational or trade schools, light industrial														P*	P	P	P*					

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Community Centers and Institutions																						
Neighborhood and community centers, including youth and senior centers	S	S	S		S	S		S		P	P	P	P	P			P	P	P	P	P	
Religious, educational and charitable institutions (does not include schools or assembly uses)						S		S	S	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*	
Hospitals and Extended Care Facilities																						
Extended care, convalescent, nursing, recovery care facilities	S	S	S	S	S	S		S		P	P	P	P	P			P				P	
Hospitals										S	S		P/S[6]	P			P					(B)(3)
Hospital heliport													P									(B)(3)(b)
Human Services																						
Adult day care	S	S	S	S	S	S		S		P	P	P	P	P			P	P	P	P	P	
Foster homes licensed by the appropriate state agencies	P	P	P			P		P		P		P	P	P							P	
Human service establishments											P*			P*	P*			P*	P*	P*	P*	(B)(4)
Sheltered care facilities																						

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Parks and Open Space																						
Cemeteries, mausoleums and columbariums	S	S	S							S	S		S	P								(B)(1)
Public parks, playgrounds, playfields	P	P	P		P	P		P		P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly																						
All	S	S	S		S	S		S		P	P	P	P	P	P		P	P	P	P	P	
Utilities																						
All (includes natural gas regulator station, telephone exchange, water or sewage pumping station or water storage facility)	S	S	S		S	S		S		S	P	S	S	P	P	P					S	(B)(6)
COMMERCIAL (Ord. No. 2014-31 § 11)																						
Animal Sales and Service																						
Veterinary establishments, pet grooming	S									P*	P*	P*		P	P	P	P*		P*	P*	P*[2]	
Kennel	S									P*	P*	P*		P	P	P	P*					
Arts Activities																						
Arts and crafts studios, galleries and shops; gift shops for the sale of arts and crafts								P[10]	P	P	P	P		P	P			P	P	P	P[2]	

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Arts and crafts schools								P[10]	P	P	P	P		P	P		P	P	P	P	P[2]	
Dance studios								P[10]	P	P	P			P	P		P	P	P	P	P[2]	
Photographers' studios								P[10]	P	P	P			P	P		P	P	P	P	P[2]	
Assembly																						
Private clubs and lodges	S	S	S		S	S		S	S	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*[2]	
Financial Services																						
Banks, credit unions (without drive-through)										P	P			P	P		P	P	P	P	P[2]	
Banks, credit unions (with drive-through)										P*	P*			P	P*		P*	P*	P*	P*	P[2]	
Food and Beverages																						
Bar, cocktail lounge, nightclub, no outdoor entertainment								S[3,10]	S[3]		P*			P	P	P		P*	P*	P*	P[2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S[3,10]	S[3]		P*			P*	P*	P*		P*	P*	P*	P*[2]	
Restaurant - full service, with or without incidental alcohol service								S[3,10]	S[3]		P			P	P	P	S	P	P	P	P	

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								$S^{3,10}$	S^{*3}		P*			P*	P	P		P*	P*	P*	P*[2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								$S^{3,10}$		P^4	P	P^4		P	P	P	S	P	P	P	P	
Restaurant - with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P*[2]	
Medical																						
Apothecary shops or pharmacies										P	P		P	P	P			P	P	P	P[2]	
Medical and dental offices or clinics								S^{10}	S	P	P	P	P	P	P		P	P	P	P	P[2]	
Offices, Business and Professional																						
Business and professional offices excluding medical and dental and financial services								S^{10}	S	P	P	P	P	P	P	P	P	P	P	P	P[2]	
Public Accommodation																						
Bed and breakfast houses and inns											P			P	P		P			P		
Conference and extended stay lodging facilities											P			P	P		P					

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Hotels, motels, residential suite hotels											P			P	P					P		
Vacation time share projects											P			P	P							(C)(7)
Public Transportation																						
Transit transfer facilities											S		S	P	P	P	S	S	P	P	S	
Recreation and Entertainment																						
Commercial recreational uses and structures; theaters, bowling alleys, pool-rooms, driving ranges, etc.											P			P	P	P		P	P	P	S^2	
Exercise, spas or gym facilities											P			P	P	P		P	P	P	P^2	
Nonprofit theaters for production of live shows								P^{*10}	S		P			P	P	P	P	P	P	P	P^2	
Retail Sales and Services																						
Antique stores								P^{10}	P		P			P	P			P	P	P	P^2	
Art supply stores								P^{10}	P		P			P	P			P	P	P	P^2	
Bookshops								P^{10}	P		P			P	P			P	P	P	P^2	
Cabinet shops, custom								P^{10}	P		P	P		P	P		P	P	P			
Department and discount stores											P			P	P				P	P	P^2	
Flea markets											P			P	P							(C)(3)

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Florist shops								P[10]	P		P		P	P	P			P	P	P	P[2]	
Funeral homes or mortuaries										P	P			P	P							
Furniture stores											P			P	P	P			P	P	P[2]	
Neighborhood grocery stores and laundromats	S	S	S		S	S		S		S	P	S	S								P[2]	(C)(4)
Office equipment sales and service; retail sale of office supplies											P			P	P	P			P	P	P[2]	
Retail establishments not listed elsewhere											P			P	P	P		P	P	P	P[2]	
Retail and service uses that are intended to serve the primary uses and that do not exceed 5,000 square feet														P	P	P	P				P[2]	

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7-I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Retail sales accessory to any permitted use, provided that such commercial uses shall not occupy more than ten percent of the total floor area of all buildings occupied by the principal use														A							S^2	
Sign shops											P	P		P	P	P					P^2	
Service Establishments																						
Barber shops and beauty salons										P	P	P		P	P			P	P	P	P^2	
Personal care facilities for the elderly						S		S		P	P	P	P	P	P		P	P	P	P	P^2	(C)(7)
Personal service establishments including cleaning and laundry, appliance repair and similar services											P			P	P			P	P		P^2	
Tailoring and dressmaking shops								P	P	P	P	P		P	P		P	P	P	P	P^2	
Sexually Oriented Businesses																						
All															P	P						(C)(1)

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Storage																						
Individual storage areas within a completely enclosed building											S			P	P	P	P	P	P	P		(D)(2)
Mini-storage units											S			P	P	P		P	P	P		(D)(3)
Telecommunication																						
Telecommunications Facilities	Permitted as set forth in Section 14-6.2(E) (for facilities in public rights of way see Article 27-2 SFCC 1987)																					
Vehicles and equipment																						
Commercial parking lots and garages											P		P	P	P	P	A	P	P	P		See 14-8.6(B)(6)
Service and repair establishments including filling stations and repair garages											P			P	P	P			S	S		
Tire recapping and retreading											P			P	P	P						

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Industrial																						
Automobile salvage and wrecking yards, junkyards or yards used in whole or in part for scrap or salvage operations or for processing, storage, display or sales of any scrap, salvage or secondhand building materials, junk automobiles or second hand automobile parts																P						
Research, experimental and testing laboratories											P			P	P	P	P					(D)(4)
Manufacturing and Production																						
Light assembly and manufacturing											P			P	P	P	P					

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Outdoor Storage																						
Outdoor storage lots and yards, except wrecking yards, junkyards or yards used in whole or in part for scrap or salvage operations or for processing, storage, display, or sales of any scrap, salvage or second-hand building materials, junk automobiles or second-hand automobile parts															P	P	A					
Warehouse and Freight Movement																						
Wholesaling and distribution operations - 3,000 square feet or less of storage											P			P	P	P						
Wholesaling and distribution operations - over 3,000 square feet of storage															P	P						

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
AGRICULTURAL USES (Ord. No. 2016-41 § 3)																						
Animal production																						(H)
Commercial stable	S																					(H)
Urban Farm Ground Level, less than 10,000 sq ft.	A	A	A	A	A	A				P	P	P			P	P		P	P	P		(I)
Urban Farm Ground Level, 10,000 sq ft. - 1 acre	S	S	S	S	S	S				P	P	P			P	P		P	P	P		(I)
Urban Farm Ground Level, greater than 1 acre	S	S	S	S	S	S				S	S	S			P	P		S	S	S		(I)
Urban Farm Roof Level, Open Air, 1000 sq ft. or less	S	S	S	S	S	S				S	S	S			S	S		S	S	S		(I)
Urban Farm Roof Level, Open Air, greater than 1000 sq ft., less than 5000 sq ft.										S	S	S			S	S		S	S	S		(I)
Aquaculture, less than 750 sq ft.										S	S	S			S	S		S	S	S		(I)
Aquaponics, less than 750 sq ft.										S	S	S			S	S		S	S	S		(I)
Aquaponics, greater than 750 sq. ft										S	S	S			S	S		S	S	S		(I)
Hydroponics, any size										S	S	S			S	S		S	S	S		(I)
Composting															S	S						

Italicized words defined in Article 14-12

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
ACCESSORY USES																						
Accessory structures of a permanent, temporary or portable nature such as coverings not constructed of solid building materials, including inflatable covers over swimming pools and tennis courts and such other accessory structures which exceed 30 inches in height from the average ground elevation.	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Children's play areas and play equipment	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A	A	A	A	A	
Accessory dwelling units	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A				A	14-6.3 (C)(1)
Greenhouses, noncommercial	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A				A	
Home occupations	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	14-6.3 (C)(2)
Hospital heliport													A8									

CATEGORY Specific Use	RR	R-1 – R-6	R-7 – R-9	R-7 -I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Other uses and structures customarily accessory and clearly incidental and subordinate to permitted permissible uses and structures	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A				A	
Private barbecue pits, private swimming pools	A	A	A	A	A	A	A	A		A	A	A	A	A	A		A				A	
Private daycare for infants and children	A	A	A	A	A	A	A	A		A	A	A	A	A	A		A	A	A	A	A	
Private garages	A	A	A	A	A	A	A	A		A	A	A	A	A	A	A	A	A	A	A	A	
Residential use ancillary to an approved use		A	A	A	A	A	A	A		A	A	A	A	A	A		A	A	A	A	A	14-6.3(B)(5), (B)(6) and (B)(7)
Utility sheds, located within the rear yard only	A	A	A	A	A	A		A		A		A	A								A	

* Special use permit required if located within 200 feet of *residentially-zoned property* unless a *qualifying project* located within the Midtown LINC Overlay District; otherwise permitted. (Ord. No. 2013-16 § 29; Ord. No. 2016-39 § 3)

**Uses listed are in addition to those permitted in the underlying district. No more than 3,000 square feet of *gross floor area* may be devoted to *nonresidential* uses.

***See Section 14-7.3(B)(1) for additional MU district regulations including minimum percentage of residential use. (Ord. No. 2013-16 § 22)

1. In the RR district, multiple-*family* dwellings are limited to four per *lot.*
2. Hours of operation limited to 7 a.m. to 10 p.m.
3. Amplified live entertainment or amplified music for dancing prohibited after 10 p.m.
4. Not to exceed 1,000 square feet *gross floor area*, sales of alcohol prohibited.
5. Hospital is a permitted use in the Las Soleras Hospital District; requires special use *permit* in the Christus St. Vincent Hospital District.
6. See Section 14-6.2(A)(7) for additional regulations for *principal dwelling units* in the C-2, BIP and SC districts.
7. See Section 14-6.3 for additional *accessory* use regulations; see Section 14-6.4 (Temporary Uses or Structures)
8. In the Las Soleras Hospital District a heliport serving a hospital is a permitted use.
9. See Section 14-7.2(I) for standards for pre-existing mobile home parks and Section 14-6.2(A)(3)(a) for prohibition of new mobile home parks in MHP districts.
10. See Section 14-7.2(H) 3,000 square foot limit applies to specified uses in RAC district. (Ord. No. 2014-31 § 11)

CITY OF SANTA FE

Date: April 16, 2025

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Apr 17, 2025 18:32 MDT)
Regina Wheeler, Public Works Department Director

From: JM Jennifer Morrow, Complete Streets Division Director

Subject: Purchase of new Vactor Truck

Vendor: Pete's Equipment Repair, Inc.

Munis Vendor Number: 1488

ITEM AND ISSUE:
Request for Approval to Purchase a Vactor Truck from Pete's Equipment for $569,727.78 for Maintenance of Roadway Drainage Systems. (Jennifer Morrow, Complete Streets Division Director; jlmorrow@santafenm.gov)

BACKGROUND AND SUMMARY:
One-time money was allocated in the amount of $550,000 to purchase a new Vactor truck for Complete Streets to replace a 2003-year model unit that is beyond useful life. The vactor truck is essential equipment to maintain storm water drains and culverts along City maintained streets. The vehicle will support Complete Streets to consistently maintain roadway drainage infrastructure to ensure safety and protect public and private property. The remaining balance will be covered by the Streets operating budget.

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: STR ADMIN/1000471
Munis Object Name/Number: Vehicles >1.5 Tons/57100

ATTACHMENTS:
Vendor Quote
Sourcewell Contract

PROCUREMENT METHOD:

The procurement method used was cooperative procurement via Sourcewell

Chief Procurement Officer (CPO) / Designee: _____ **Date:** Apr 18, 2025

CPO Comment/Exceptions: Contract RFP 101221. Coop Purchase - NMSA 1978, Section 13-1-135

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: NA it is equipment

Approval: Josie Bolden **Title:** Controller **Date:** Apr 21, 2025

Comment/Exceptions: _____

Pete's Equipment Repair, Inc.

Cleaning and Protecting Our Communities

1412 Broadway NE
Albuquerque, NM 87102
(505) 242-6969 Phone
(505) 242-4156 Fax
www.petesequip.com

April 16, 2025

City of Santa Fe
Streets Department
Attn: Felipe Trujillo, Streets Superintendent

Dear Mr. Trujillo:

I am pleased to offer you a new 2025 Vactor 2110i mounted on a 2026 Freightliner 114SD SBA 370 HP chassis for $569,727.78 via the Federal Signal Sourcewell Contract # 101221-VTR. Pricing is on the attached worksheet. This price includes the following options and features:

- 80 GPM / 2500 PSI
- 10 YD Debris Body
- 1000 Gallon Water Capacity
- Lube Manifold
- Water Pump Drain Valves
- Accumulator System
- 600' Piranha Hose
- High Pressure Hose Reel
- 6" Rear Door Butterfly Valve
- Bellypack Wireless Controls
- Air Purge System
- Digital Water Level Indicator
- Single Engine – Dual Stage Fan
- Fan Flushout System
- LED Arrowstick
- Federal Signal 10 Strobe Lights
- Recirculation System
- Debris Body Washout
- Hydro Excavation Kit
- 180 Deg 10' Telescoping Boom
- 14W X 36H X 96D Toolbox
- LED Work Lights
- Rear Door Splash Shield
- Debris Body Level Indicator

The purchase order should be addressed to Pete's Equipment Repair, Inc. as we are the sole dealer for Vactor products in New Mexico. Please understand that the current climate of chassis availability and steel prices is volatile. Chassis pricing will be subject to change based upon availability of that model year at time of order. Therefore, this quote is good for 30 days from today's date and can be updated for you anytime. If you have any questions, please give me or Laurie Rebarchik a call.

Thank you for this opportunity,
Pete Marquez, Sr.

President

VACTOR

PETE'S EQUIPMENT REPAIR, INC.
Cleaning & Protecting Our Communities

Presents a

Proposal Summary

2100i

Truck Mounted Single Engine
Combination Sewer Cleaner

For
City of Santa Fe



VACTOR

BASIC

MODEL

Vacuum System	Single Engine - Dual Stage Fan	**Debris Body Capacity (cu.yd.)**	10.0
Model Type	Combo	**Water Capacity**	1000
Water Flow	80.0	**Water Pressure**	2500
Chassis Source	Customer	**Water Tank Material**	Aluminum
Controls		**Blower High Temp Shutdown**	false

Base Model: $332,618.00

CHASSIS

Freightliner	Single Axle – 2026 Freightliner 114SD SBA – 370 HP – Auto – 46,000 GVWR	$151,282.50

STANDARD FEATURES

009iSTD	Under Engine Toolbox	$0.00
011iSTD	Aluminum Fenders	$0.00
012iSTD	Mud Flaps	$0.00
016iSTD	Color Coded Sealed Electrical System	$0.00
019iASTD	Intuitouch Electronic Package	$0.00
020iSTD	Double Acting Hoist Cylinder	$0.00
025iASTD	Handgun Assembly	$0.00
026iSTD	Ex-Ten Steel Cylindrical Debris Tank	$0.00
030iSTD	Flexible Hose Guide	$0.00
032iSTD	(3) Nozzles with Carbide Inserts w/Rack	$0.00
045iSTD	Suction Tube Storage	$0.00
046iSTD	1" Nozzle Pipe	$0.00
1001iSTD	Flat Rear Door w/Hydraulic Locks	$0.00
1005iSTD	Dual Stainless Steel Float Shut Off System	$0.00
1023iSTD	Lube Manifold, with Lube Chart	$0.00
1024iSTD	Debris Body Vacuum Relief System	$0.00
1031iSTD	Debris Deflector Plate	$0.00
1032iSTD	48" Dump Height	$0.00
1041iSTD	Debris Body-Up Message and Alarm	$0.00

VACTOR

2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	$0.00
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose	$0.00
2014iSTD	1000 Gallons STD	$0.00
2022iSTD	Additional Water Tank Sight Gauge	$0.00
2023iSTD	Liquid Float Level Indicator	$0.00
3002iASTD	Single Engine Dual Stage Fan	$0.00
3019iSTD	Digital Water Pressure Gauge	$0.00
4006iSTD	Front Joystick Boom Control	$0.00
4010iSTD	Boom Hose Storage	$0.00
4017iSTD	Boom Out of Position Message and Alarm	$0.00
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	$0.00
5011iSTD	3"Y -Strainer @ Water Pump	$0.00
5015iSTD	Midship Handgun Coupling	$0.00
5019iSTD	Chassis Engine Cooling Package	$0.00
5022iSTD	Side Mounted Water Pump	$0.00
6005iDSTD	Digital Hose Footage Counter	$0.00
6007iSTD	Hose Reel Manual Hyd Extend/Retract	$0.00
6009iSTD	Hose Reel Chain Cover	$0.00
6017iSTD	Hydraulic Tank Shutoff Valves	$0.00
6019iSTD	Rodder Pump Drain Valves	$0.00
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity	$0.00
7001iSTD	Tachometer/Chassis Engine w/Hourmeter	$0.00
7003iSTD	Water Pump Hour Meter	$0.00
7004iSTD	PTO Hour Meter	$0.00
7005iSTD	Hydraulic Oil Temp Alarm	$0.00
8000iSTD	Circuit Breakers	$0.00
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn	$0.00
9002iSTD	Tow Hooks- Front and Rear	$0.00
9003iSTD	Electronic Back-Up Alarm	$0.00

VACTOR

i110STD	Module Paint- DuPont Imron Elite - Wet on Wet	$0.00
S390ASTD	8" Vacuum Pipe Package	$0.00
S560STD	Emergency Flare Kit	$0.00
S590STD	Fire Extinguisher 5 Lbs.	$0.00

BOOM

4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display	$4,227.00
4013i	Rotatable Boom Inlet Hose	$771.00
4015i	180 deg. 10ft Telescoping Boom	$20,765.00
4022iA	Telescopic Boom Elbow- Hard Hat Style	$616.00

DEBRIS BODY

1015iBFSTD	Fixed Rear Door Pipe Rack -8" Pipe	$0.00
1003i	Debris Body Flushout	$2,054.00
1014i	Centrifugal Separators (Cyclones)	$7,174.00
1015i	Folding Pipe Rack - Curbside -8" Pipe	$1,426.00
1015iA	Folding Pipe Rack - Streetside -8" Pipe	$1,426.00
1022i	Rear Door Splash Shield	$2,091.00
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	$1,227.00
4020i	Anti Splash Valve- Body Inlet	$512.00
5029i	Cyclone Washout System	$660.00

VACUUM OPTIONS

5023i	Fan Flushout System	$679.00

REAR DOOR

1007i	6" Rear Door Butterfly Valve - 3:00 position	$1,094.00

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HOSE REEL

6002iB	600' x 1" Piranha Sewer Hose2500 PSI in lieu of STD	$1,233.00
6004iD	Rodder Hose Pinch Roller	$1,891.00
6008i	Hose Reel Manual Rewind Tool	$698.00
6014i	High Pressure Hose Reel	$1,985.00
6025iE	Hose Wind Guide (Dual Roller)- Auto- Power Indexing	$6,401.00
6027iA	25' Leader Hose (in lieu of standard)	$467.00

WATER TANKS

3020i	Digital Water Level Indicator	$914.00
5015i	Handgun Couplers- Front and Rear	$822.00

MISCELLANEOUS

8024i	Amber Lights for Flashing Light Package	$0.00
9023iA	Safety Cone Storage Rack - Post Style	$220.00

LIGHTING

8001iM	Rear Directional Control- LED Arrowstick	$2,391.00
8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard	$1,382.00
8005i	H.A.L.O. (Handsfree Accessory Light Option)	$3,851.00
8020iH	10 Light Package- 10 Federal Signal Strobe Lights- LED	$2,840.00
8027i	LED Mid-Ship Turn Signals	$726.00
8028iA	Worklights (2), Self-Leveling Boom LED	$1,073.00
8029i	Worklights (2)- LED- Rear Door	$871.00
8029iA	Worklight- LED- Operators Station	$797.00
8029iB	Worklight- LED- Hose Reel Manhole	$797.00
8029iC	Worklight- LED- Passenger Side	$792.00
8029iD	Worklight- LED- Driver Side	$792.00
9021iA	Camera System- Front and Rear	$1,012.00

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PAINT

Cab Paint Color	White	$0.00
Module Paint Color	White	$0.00
i124STD	Vactor 2100i Body Decal- Standard	$0.00
V-LOGO-APPL.	Vactor Logos - Applied	$0.00

TOOLBOX

9070iB	Long Handle Tool Storage	$469.00
9071iF	Toolbox- Behind Cab - 14w x 36h x 96d	$4,262.00
9075iB	Toolbox- Driver Side Subframe- 48w x 20h x 12d	$1,971.00

WATER ACCESSORIES

2006i	Air Purge	$1,759.00
5008iB	Cold Weather Recirculator- PTO Driven- 25 GPM	$2,333.00
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube	$3,535.00

WATER SYSTEM

5002iA	80 GPM/2500 PSI Jet Rodder pump	$0.00

SPARE PARTS

(1) Hydrant Wrench	20836-30	$30.00

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Chassis Notes :-

Configured Price	$574,936.50
Sourcewell Discount	($12,708.72)
Freight	$5,000.00
PDI, Delivery and Training	$2,500.00
Factory Total	$569,727.78

Please remember Price indicated does not include unapproved Special Requests
Price valid for 30 Days from date of 04-16-2025

Product Model: 2100i
Proposal Date: 04-16-2025
Quote Number: 2024-77843
Price List Date: 03-20-2025
QTY: 1

Customer Initials: _____

VACTOR

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

VACTOR

9-1-2021

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Sourcewell

Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vactor Manufacturing, a division of Federal Signal, 1621 South Illinois St., Streator, IL 61364 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/20/2021 | 11:51 AM CST

Vactor Manufacturing,
a division of Federal Signal

By: DocuSigned by: David Panizzi 67407721F3A64A7...
David Panizzi
Title: Business Development Manager
Date: 12/20/2021 | 11:57 AM PST

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/20/2021 | 2:05 PM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	Elgin Sweeper Co.
Does your company conduct business under any other name? If yes, please state:	Elgin Sweeper Co. Division of Federal Signal and Vactor Manufacturing
Address:	1300 W Bartlett Rd Elgin, IL 60120
Contact:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Phone:	847-622-7153
HST#:	36-2351764

Submission Details

Created On:	Thursday September 16, 2021 12:18:49
Submitted On:	Monday October 11, 2021 14:51:07
Submitted By:	David Panizzi
Email:	dpanizzi@elginsweeper.com
Transaction #:	5f37a299-5bd6-4ac4-aedf-2f1ad40fd7bc
Submitter's IP Address:	4.28.67.162

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vactor Manufacturing (a Division of Federal Signal)	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vactor Manaufacturing; TruVac	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vactor Manufacturing; TruVac	*
4	Proposer Physical Address:	1621 South Illinois St. Streator, IL 61364	*
5	Proposer website address (or addresses):	www.Vactor.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Panizzi Business Development Manager 1300 West Bartlett Rd dpanizzi@vactor.com 847-622-7153	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Aligned with Federal Signal, Vactor Manufacturing works to enhance the cleanliness, safety and well being of our communities and work places. We are an American manufacturer with over 55 years of product design and manufacturing experience. Vactor Manufacturing is a recognized leader in high quality sewer cleaning and hydro-excavation solutions.	*
10	What are your company's expectations in the event of an award?	We would expect to continue cooperation with Sourcewell as we work to serve its membership and work to provide effective and simple solutions for environmental cleaning challenges. This would include Sourcewell commitment to expand membership and promotion of their contracts to support their contract holders. We have over a decade of cooperation and growth working together with Sourcewell and their members, and we would work together to continue serve the membership with the latest advances in sewer cleaner and hydro excavator designs and product offerings.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Vactor is the clear leader of our industry in North America. Our growth over the past 15 years has necessitated two, multi-million dollar factory expansions. The most recent concluding in 2020. Vactor is a subsidiary of Federal Signal - a publicly traded company with more than $1.2 billion in revenue last year. The link shown here can be used to access the latest quarterly reports as well as other financial related topics and will clearly show Federal Signal's financial strength and stability. https//:www.federalsignal.com/annual-quarterly-reports	*
12	What is your US market share for the solutions that you are proposing?	Our industry is a non-reporting industry. Therefore, no independent data of market share exists. Based on our market knowledge and across all sewer cleaning and hydro excavation model/technologies, we believe our aggregate market share to be approximately 40%.	*
13	What is your Canadian market share for the solutions that you are proposing?	Again, we do not have empirical data supporting market share in Canada but our research shows that we have approximately 32% market share across all types of sewer cleaning and hydro excavation technologies.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Vactor Manufacturing and Federal Signal Corp. have never been the subject of a bankruptcy action.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. We have a network of third-party dealerships across North America that are trained to sell and service our products. The dealerships are specifically contracted and trained to represent our products in their local areas. We also have Regional Sales Reps (located throughout N. America) that support the sales process and are available to meet and work with end-users. We also have a Field Service and Support team. They too are located within their regions, and are dedicated to support our dealers and their efforts to ensure customer satisfaction with our products. The Regional Sales Reps and the Regional Service and Support Reps are employees of the company.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All of our contracted dealers are required to have valid state equipment dealer license. All of our dealers must comply with this requirement as part of their contract with us. While not required, Vactor is ISO 9001 and 14001 certified. ISO is the International Standards Organization and being certified means that we have policies and procedures commensurate with our business (heavy manufacturing) and that we adhere to those policies, procedures and quality standards. We are audited annually.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Vactor Manufacturing received the Chicago Innovation Award for the Paradigm Hydro Excavation unit in 2016.	*
19	What percentage of your sales are to the governmental sector in the past three years	Approximately 62%	*
20	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We as a manufacturer do not hold any additional state or provincial purchasing contracts - only our current Sourcewell contract. However, a number of our local dealers do hold state or local purchasing contracts which they service. We do not have access to the detailed sales volumes	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We service a GSA contract (47QMCA18D000E) that is administered through our dealer in Maryland. Annual sales volumes are unknown.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hampton Roads & Sanitation District (HRSD) member #46762	John "JJ" Jones	(757) 460-7069	*
City of Norfolk, VA member #50228	Steve Patterson	(757) 441-5700	*
City of Wheaton, IL	Sam Webb Fleet Supervisor	630-260-2119	*
Orange County Utilities, member ID 141910	Nathaniel Haney	(407) 883-9574	
City of Chesapeake, member ID 52040	Mike Colgan	(757) 382-3321	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*
Confidential	Government	Illinois - IL	Purchase of Sewer Cleaning and/or Hydro Ex. Eq.	We are a public company and this is confidential information	We are a public company and this is confidential information	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Vactor/TruVac has ten Regional Sales Managers (RSMs) tasked with supporting our dealer's sales efforts. The RSMs set sales targets and are involved in the end-user sales process as needed. The RSMs report to a Director of Municipal/Governmental Sales who reports to a Group level Vice President	*
26	Dealer network or other distribution methods.	Our dealer network consists of 34 dealer entities with over 70 location throughout North America. All dealers are assigned an area of responsibility that cover all of the US, Canada and the US Territories. Total dealer sales reps/territory managers for North American total over 230.	*
27	Service force.	Internally, Vactor/TruVac has an Inside Service organization with eight technical reps that support our dealer's daily need for technical support. We also have four Regional Service and Support Managers (RSSMs) that live and work with specific dealers within their assigned regions to provide warranty support, training, consultation and end-user interaction. All of our internal reps support approximately 225 dealer technicians tasked with providing end-user service.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will order through their local dealer who will, in-turn, place an order with us. Our dealer will be responsible for assisting the member with equipment configuration recommendations and providing a detailed proposal/quotation to the member. Once the sewer cleaner/hydro excavation unit is manufactured and delivered to our dealer, they will be responsible for preparing, delivering, training and supporting the end-user's needs with the equipment. History is showing that Vactor dealers are knowledgeable, experienced and anxious to use our Sourcewell contract.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customer Service starts from the delivery process with equipment installation/operation training. Shorty after delivery, we request a customer satisfaction survey be filled out so we can understand the level of satisfaction from product quality, to dealer support and overall product satisfaction. Any negative responses are recorded and assigned to a field rep for appropriate follow-up. All Vactor Dealers have trained and certified technicians with the vast majority of dealers providing road (go to customer location) service complete with well-equipped service trucks. This allows for quicker support of possible inoperative vehicles. Also, at Vactor we have a 24-hour toll free helpline that is staffed by factory personnel. The objective is to provide an immediate contact and response for both our dealers and end-user customers. Lastly, we support our products with a comprehensive warranty that is provided through our trained dealer network. Our philosophy is that quality products with high-levels of service support will ensure the best value for our customers - this, in turn, will create their desire to continue their business relationship with Vactor and our dealers.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our dealer network allows us to sell and service our products throughout all of North America. Our dealers are assigned geographic areas (or territories) of responsibility that include all states and provinces. The assigned territories are listed in the dealer contract.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We support, service and actively pursue business opportunities with all Canadian entities that use sewer cleaner and/or hydro excavators.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will service all geographic areas of the US and Canada	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service any and all Sourcewell participating entities.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Hawaii, Alaska and the US Territories are serviced the same as other states. We have dealers that are contractually assigned these geographic regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We advertise our Sourcewell contract at trade shows, on our public website, on our marketing collateral and at our internal dealer events. We invite our Sourcewell Contract Administrator to attend and participate at our trade shows and internal dealer sales training events. We have facilitated contract training with both our Regional Sales Managers and dealerships. We encourage our dealers to attend and network at Sourcewell sponsored events like GTKU and Sourcewell University.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Vactor utilizes a number of social media platforms to inform and communicate with the public and our followers. Our Marketing Communications Group does an excellent job of utilizing these technologies to promote our products and keep our users informed of what's happening. We use Facebook, LinkedIn, You Tube and Twitter to keep users and followers up-to-date with the latest product releases including videos; application specific information, new option availability (to enhance the functionality), and the latest press releases. Our website allows users to connect to information including our Sourcewell relationship and contract information.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to promote our contracts to their membership as a way to simplify the procurement process and that membership understands that contract holders are part of an elite group of product/solution providers that have proven to be reputable and responsive to member's needs. We expect that Sourcewell works to continue to expand membership so that additional entities would be able to experiences the benefits for all parties. Our Sourcewell contract is currently well integrated within our sales process. Our RSMs, as well as our dealers, have been trained in using our contract as a preferred method of selling/procuring our products. Our dealers currently have the ability to create Sourcewell compliant proposals/quotes within our on-line configurator and ordering tool. By making a simple selection (check box) within our CPQ tool a dealer sales rep can create a proposal that is compliant with our Sourcewell contract. The tool applies the appropriate pricing, contract information, inserts the approved Sourcewell logo and tracks orders for reporting purposes.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement system for end-customer use. However, we do have an on-line product configuration and ordering tool that our dealers use to configure customers specific units and place orders with us. Our dealers use this on-line tool to prepare Sourcewell compliant proposal/quotes for members and then to place that Sourcewell order upon award.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer training at several levels. Initial training is basic installation training and is provided by our dealers at or shortly after delivery of a new sewer cleaner/hydro vac as agreed to with customer. This would include basic operation, cleaning and maintenance training. This is generally free of charge unless the member requests multiple sessions or more in-depth training that requires more time. This initial training is considered standard or can be optionally upgraded if a deeper level of training is desired. We also offer product model specific maintenance training at the factory. This covers multiple days and is also free of charge with the only costs being travel and hotel accommodations if needed. Dealers usually assist the member/customer with registration for this training.	*
40	Describe any technological advances that your proposed products or services offer.	Available on our Vactor 2100i combination units we offer a patented Rapid Deployment Boom (RDB). This feature provides for significantly improved productivity in reduced set-up times and also reduces need for operator set-up/breakdown frequency for improved safety and reduced fatigue. Our standard advanced Intui-Touch control system is ergonomically designed that allows for safe and easy interactive control interface. We have also introduced a water-recycler option that again greatly improves productivity while reducing water consumption in the line cleaning process. On our TruVac products we have optional Dig-Right technology (also patented) that allows the operator to set pressure limits to ensure safe digging practices.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Vactor is ISO 14001 certified (environmental management) which speaks to our environmental management commitment at our factory. Also, the water recycler option mentioned in line item 40 provides for significantly reduced water usage. Lastly, all of our units are now single-engine operation which eliminates the need for an auxiliary engine to drive air-flow for cleaning. This significantly reduces emission and need for secondary engine maintenance.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 14001 would be the only third-party issued certification related to environmental management. However, as mentioned above, we are certainly focused on energy efficiency/conservation. I would go as far as saying that we are a leader in developing and providing environmentally beneficial solutions including using alternative fuels such as CNG.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Vactor does not qualify under any of these business headings, several of our partner/dealers do. This includes WMBE and SBE. This is not a requirement of our dealer/partners and therefore access to documentation is not readily available.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer a variety of combination, jetter only or vacuum only sewer cleaner solutions that can be tailored to specific member requirements. We have a large selection of optional content that allows for customization for specific applications as well as the ability to provide specialized (engineered) solutions that may require unique attention/design. Our excavation products also are available in various sizes with the ability to excavate with water or air. Our products are also supported by a seasoned dealer network that is trained with the capability of supporting users throughout North America.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage limitation. Standard warranty is for 1 year bumper-to -bumper exclusive of wear items such as nozzles.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our dealer contracts require that they provide service for all customer within their area of responsibility. This would of course include Sourcewell member customers. In very rare situations and with the agreement of the customer, authorizations for a specific customer to perform their own warranty repair can be given. Vactor and our dealer would support this by providing parts, work instructions and compensation at pre-established rates. Authorization would only be given if the required repair is considered relatively easy to accomplish and did not present any risk for the customer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Our warranty covers all items with the exception of engines, truck chassis, tires and other components that carry their own manufacturers warranty. These items are typically supported by local dealer facilities. Any items/components that do not have local service would be cover by Vactor and our dealers. We have been know to assist our end-user by leveraging our contacts with engine and chassis manufacturers and dealers.	*
50	What are your proposed exchange and return programs and policies?	It is extremely rare that we would need to exchange or have a product returned. If one of our sewer cleaners was determined to be wrong for a specific customer need/application, we would work with them to modify or exchange a product for one that would work better. Ultimately, we are all better off if the customer is satisfied with their product - that's what we work toward.	*
51	Describe any service contract options for the items included in your proposal.	We are not specifically offering service contracts with this proposal. However, most of our dealer offer a variety service contract options and service specials. The offerings can be from full-service turnkey parts and service solutions to specific targeted specials. These are dealer specific.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	To ensure that our products are supported in a timely manner we offer a bumper-to-bumper, 1-year standard warranty (exclusive of wear parts). We have a nation wide/North American service network with all dealer connected via our service network software (providing specific unit service history and service/recall information). We also have a 24-hour hotline to assist both dealers and end-user with diagnosis and troubleshooting information.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Several months after delivery of each new unit we send out a Customer Satisfaction Survey asking for feedback in the areas of product quality, performance, level of satisfaction with their dealer experience and overall product. Any negative mark or comment is recorded and assigned for follow-up. The scores are tallied in the form of a Customer Satisfaction Index (CSI) score. Several quality and service performance measures are tied to the CSI. This helps us understand the voice of the customer and ensures that we are monitoring quality, performance and overall customer satisfaction at the manufacturer level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Payment terms are established between the Vactor dealer and the Sourcewell member. Generally, this is net 15 or net 30-days. However, our dealers do much of their business municipally and understand that some entities need to apply different payment terms. Most of the time the specific member requirements can be met if within reason. The standard payment terms between our dealer and us is net 30-days.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Again, leasing and financing options are determined between the Vactor dealer and the Sourcewell member. All of our dealers offer some type of leasing and/or financing option. This is usually with a third-party that we or they have established relationships with. We often recommend NCL and many of our dealers have an established relationship with NCL and use NCL's Sourcewell contract solution for lease/financing options.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We do not have a standard transaction document that is provided to the end-user/member. Typically, the entity issues a purchase order to our dealer based on a Sourcewell proposal/quote that is generated through our configurator tool. The dealer submits the "quote" to us as an order once the member issues a PO. We, in turn, issue an electronic acknowledgement document to the dealer confirming what was ordered. This is our standard process today, for all orders, and Sourcewell orders fit nicely within our existing process. I am including example document in the upload section.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The payment process for members is a transaction between Sourcewell member and Vactor dealer. I do not believe P-card transactions are used. We (Vactor) do not accept P-card payments from our dealers. We have no hidden or undisclosed costs.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering our full-line of sewer cleaners and hydro-excavators. Our pricing model is a 3% discount from list price on all Vactor/TruVac manufactured products (and options) exclusive of chassis and freight (from factory to dealer location) costs. We are also offering the rental of our sewer cleaners and hydro-vacs. Rental rates apply across the US and Canada (in Canadian dollars). The rates provided on the rental rate sheets are the Sourcewell member's price. We will also offer used sewer cleaners and hydro-vacs, primarily from our rental fleet. These are generally late model year and because of various usage and condition of specific units, the pricing will be a negotiated and agreed to price between the member and the Vactor dealer. This allows members a method of obtaining quality equipment at a much lower initial acquisition cost.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For new equipment a 3% discount from list price applies. This discount applies to all Vactor/TruVac manufactured content including options. The rental pricing is a pre-established rental rate and is consistent throughout the US and Canada. These rates are at the lower end of the regional rate study that was conducted to determine appropriate and consistent rental rates. Used equipment pricing will be negotiated and agreed to between member and Vactor dealer.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Additional volume discounts may be considered on a case-by-case basis.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced products or open market items fall into three categories for us. This could be items that would be provided by our dealer. The items in this category would be quoted by our dealer to the member and could include items such as special radios, decals or exterior wraps, lighting, and other dealer installed accessories. These items would not be subject to the 3% discount. Also included in this category would be unique equipment or options that would be designed, manufactured or procured and installed by Vactor. This is common for us and would be handled through our RFQ/Specials process. This allows us to provide a unique (off price list) solution for our customers and would be priced consistently with the 3% discount from list price. Our "Special" solution would be included in the Sourcewell proposal/quote. The last category would be factory supplied chassis. Because most of our products are mounted and integrated to a commercial chassis, we work with commercial chassis manufacturers and their local dealers to provide chassis specifically engineered for Vactor/TruVac equipment-mounting and use. We typically get favorable pricing from the manufacturer/dealer because of our volume. These chassis are very competitively priced and specifically designed for use with our sewer cleaners/hydo vas. This is the easiest, least risky, and most often cost-effective turnkey solution. Because chassis availability/inventory is inconsistent and lead times vary significantly, we do not provide chassis pricing. Our dealers will provide chassis quote through at the time a Sourcewell quote/proposal is being developed - the 3% discount does not apply to chassis that we or our dealers provide. Supply of chassis is currently constrained.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs not included with our submittal would include dealer charges for items such as pre-delivery inspection and unit preparation, local freight charges, additional training above and beyond initial training at or shortly after delivery. Also, as mentioned above, any dealer installed item would not be identified in our price sheets but would be identified in the member's Sourcewell proposal/quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The freight from our factory to the local dealer facility would be included with the Sourcewell quote but not subject to the 3% discount. Freight is a pass thru cost and not a profit item for us. Local freight and delivery, however, is handled by our local dealers and is not specifically listed in our response. This cost would be additional and should be listed on the member's pricing quote (often listed as part of the PDI process). This price would also vary by dealer and complexity of local shipping requirements.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Alaska, Hawaii, Canada or other "offshore" delivery requirement would include a special quote from us. With offshore shipping requirements we typically containerize the product, deliver to a coastal port via truck and then load the container to a boat for delivery to location. This usually requires additional handling charges including protective coatings and dock charges. These charges can vary and would be disclosed in a member's proposal/quote.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have a dedicated traffic department which is tasked with arranging any unique delivery requirement. This is their focus and the department is knowledgeable and skilled at finding competitively priced shipping options that best meet requirements.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered for our complete line of sewer cleaners and hydro vacs for this Sourcewell proposal is better than what we typically offer for other purchasing contracts. It is possible that a dealer may offer a lesser price for a specific deal or customer but that is generally without our input.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Currently, we require our Regional Sales Managers to report Sourcewell Sales (using the provided Sourcewell template) on a quarterly basis. Late last year we refined and simplified that process by allowing our dealers to select "Sourcewell" within the CPQ/ordering tool and that would automatically apply the appropriate pricing. This also allows us the ability to track Sourcewell deals in our CPQ/on-line ordering tool. Each RSM now has the ability to view all sales, by specific dealer and region and can query for Sourcewell specific sales. By tracking sales within our CPQ ordering tool, we can verify "Sourcewell" sales and obtain the other required reporting details including transaction price. Once RSMs submit their territory Sourcewell sales reports, they are reviewed and reconciled by our Controller. Once approved, I submitted the quarterly report as required and our Controller initiates payment.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly sales are reviewed and compared to the previous year's quarterly results and are also reviewed as a percentage of overall sales. As Business Development Manager, I am task with ensuring growth targets are achieved specific to several business development objectives that are set. This includes overall Sourcewell Sales increases. I am also charged with ensuring compliance to requirements.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As with past contracts, we propose a 0.5% administrative fee exclusive of chassis pricing and freight. We remove chassis pricing and freight as these items are not profit generating but rather cost items. This fee will be paid by us (Vactor) and is not a line item past on to the member.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We are offering for purchase or rental our full line of combination sewer cleaners, jetters, catch basin (sewer vacuums) and our hydro and air excavation products. This includes multiple sizes/capacities for combination sewer cleaners, truck mounted jetters and catch-basin (vacuum) units. Also, trailer mounted jetters and and various sized hydro and air excavation units under our TruVac brand name. Also included is our Liquid Vacuum Tanker (LVT) that is a simple water/sludge pump designed for vacuuming refuse/dirty water, containing and transporting that material.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Combination Sewer Cleaners (various capacities) mounted on appropriately sized class 8 truck chassis; Catch Basin (vac only) units; Truck-Mounted Jetter and trailer-mounted Jetters; Various sized Hydro and Air Excavation units mounted on appropriately sized truck chassis; and Liquid Vacuum Tanker (LVT) trucks.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	Full-line of various sized/capacity combination sewer cleaners (2100i-series) also available with alternative fuel. Also straight catch-basin (sewer vacs) units.	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	Full-line of various sized, truck-mounted Hydro and Air excavation units.	*
74	Jetters and rodders	(•) Yes ( ) No	Various sized jetters including both truck and trailer-mounted units.	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	Straight trash pumps are not part of our offering.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	(•) Yes ( ) No	Our LVT units (TruVac Jackal) can be used in treatment facilities to assist with cleaning.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	( ) Yes (•) No	Service parts and supplies are not included in our proposal.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	All our products include single button Emergency Stops (E-Stops) at all human-machine interfaces to allow for rapid shutdown of operation. Our Rapid Deployment Boom (RDB) eliminates the need for repeated operator actions for set-up and breakdown throughout the workday. Our Dig-Right technology will automatically control pressure settings to avoid damaging underground utilities that would cause unsafe working conditions. We also have auto Water Shut Off (WSO) on the digging lance on our hydro ex units to provide an extra layer of safety for operators.	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	Our RDB 10x15 boom, as previously described, significantly improves productivity. Our water recycler option significantly reduces the need to fill-up with fresh water thus providing for greater productive time. The Dig-Right option on our Vacuum Excavators allows greater productivity by automatically adjusting pressures to digging conditions.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Vactor TruVac Pricing files.zip - Monday October 11, 2021 09:49:16
- Financial Strength and Stability - fss_2020_10k.pdf - Thursday October 07, 2021 11:17:49
- Marketing Plan/Samples - 2021 Vactor Facebook - Sourcewell.pdf - Thursday October 07, 2021 11:19:56
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Vactor and TruVac Warranty.zip - Thursday October 07, 2021 11:23:13
- Standard Transaction Document Samples - Vactor Transaction example.zip - Thursday October 07, 2021 11:23:02
- Upload Additional Document - Fed Sig Elgin Vactor-Sourcewell-COI 2022.pdf - Thursday October 07, 2021 11:18:26

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Panizzi, Business Development Manager, Vactor Manufacturing

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

From: JARAMILLO, DAVID M.
To: DIAZ, LUCRECIA A.
Cc: TRUJILLO, FELIPE C.
Subject: RE: Memo for New Vehicle
Date: Wednesday, April 16, 2025 5:02:27 PM
Attachments: image001.png

Hi Lucrecia,

Your director, Regina, had a discussion with Andrew Hopkins regarding the budget. As a result, Fleet is now only responsible for Streets vehicles up to one ton in size, which includes vehicles ranging from sedans to one-ton trucks.
Currently, Fleet does not service any Streets vehicles larger than that.
Since we are not involved with vehicles of that size, we are not required to sign off on their purchases.
It ***may be worth to Attach this email to your purchase packet so that Finance doesn't flag or reject your purchase.***

Thanks, and I hope you have a great day.

From: DIAZ, LUCRECIA A. <ldiaz@santafenm.gov>
Sent: Wednesday, April 16, 2025 3:33 PM
To: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Cc: TRUJILLO, FELIPE C. <fctrujillo@santafenm.gov>
Subject: Memo for New Vehicle

Hi David

Can you review and sign the attached memo for purchase of new Vactor in Complete Streets and the purchasing memo that goes to GB requests your signature as well. Do you need to sign both?

Thank you.

Lucrecia Diaz, Administrative Manager
Public Works, Complete Streets Division
O:505.955.2417
M:505.490.3847
ldiaz@santafenm.gov

Signature: Jennifer Morrow (Apr 17, 2025 16:42 MDT)

Email: jlmorrow@santafenm.gov

Memo for New Vactor, Quote, Sourcewell Contract

Final Audit Report 2025-04-21

Created:	2025-04-17
By:	Lucrecia Diaz (ldiaz@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnj7nH9IXGBZ0rQl9m_96eA1Ng3FFmOWZ

"Memo for New Vactor, Quote, Sourcewell Contract" History

Document created by Lucrecia Diaz (ldiaz@santafenm.gov)
2025-04-17 - 9:47:49 PM GMT- IP address: 63.232.20.2

Document emailed to Jennifer Morrow (jlmorrow@santafenm.gov) for signature
2025-04-17 - 9:52:00 PM GMT

Email viewed by Jennifer Morrow (jlmorrow@santafenm.gov)
2025-04-17 - 10:41:02 PM GMT- IP address: 104.47.64.254

Document e-signed by Jennifer Morrow (jlmorrow@santafenm.gov)
Signature Date: 2025-04-17 - 10:42:15 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to rawheeler@santafenm.gov for signature
2025-04-17 - 10:42:16 PM GMT

Restricted visibility Email viewed by rawheeler@santafenm.gov
2025-04-18 - 0:31:20 AM GMT- IP address: 63.232.20.2

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler
2025-04-18 - 0:32:12 AM GMT- IP address: 63.232.20.2

Restricted visibility Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2025-04-18 - 0:32:14 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2025-04-18 - 0:32:16 AM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-04-18 - 7:42:18 PM GMT - Time Source: server- IP address: 63.232.20.2

Powered by Adobe Acrobat Sign

Document emailed to Josie Bolden (jxbolden@santafenm.gov) for signature

2025-04-18 - 7:42:20 PM GMT

Email viewed by Josie Bolden (jxbolden@santafenm.gov)

2025-04-21 - 2:33:43 PM GMT- IP address: 104.47.65.254

Document e-signed by Josie Bolden (jxbolden@santafenm.gov)

Signature Date: 2025-04-21 - 2:35:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-04-21 - 2:35:22 PM GMT

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

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

Date: April 16, 2025

To: Mayor Alan Webber and Governing Body
Public Works and Utilities Committees, Finance

Via: Mark Scott, City Manager

From: James Harris, Director, Santa Fe Regional Airport
Terry Lease, Asset Development Manager, Office of Economic Development

Subject: Lease Agreement for 1.57 Acres Between the City of Santa Fe and Jet Center at Santa Fe Real Estate, LLC

Vendor Name: Jet Center at Santa Fe Real Estate, LLC

Vendor Number: 5909

ITEM AND ISSUE:
The Santa Fe Regional Airport respectfully requests your review and approval of a lease agreement for 1.57 acres between the City of Santa Fe (Santa Fe Regional Airport) and Jet Center at Santa Fe Real Estate, LLC.; (James Harris, jcharris@santafenm.gov, (505) 955-2900, Terry Lease, tjlease@santafenm.gov, (505) 629-2206)

BACKGROUND AND SUMMARY:
The City of Santa Fe ("City" or "Lessor") owns and operates the Santa Fe Regional Airport ("Airport") in the City of Santa Fe, County of Santa Fe, State of New Mexico. Jet Center at Santa Fe Real Estate, LLC ("Lessee") provides aviation services at the Airport as a fixed base operator ("FBO"), including and not limited to terminals, hangars, tie-downs, and fuel services.

The proposed lease, that is the subject of this request, is for 1.57 acres of undeveloped land (Premises) that will be leased to Jet Center at Santa Fe Real Estate, LLC (Lessee) to construct a hangar for additional storage of aircraft. The City has a short-term need for 1.57 Acres which will delay Lessee taking possession of, and paying rent on, for up to 24 months. Lessee shall take possession of the Premises ("Possession Date") at the earlier of either: 1) 24 months from the effective Date of this Agreement, or 2) the first day of the month after receipt of City's written notice to Lessee that the City's temporary use is no longer needed. The initial term shall commence at 12:00 a.m. on the Possession Date and shall consist of an "Initial Term" of 40 years, with 2 "Option Terms" of 5 years each. Lessee shall pay rent with step increases over 5 years that will reflect the current fair market value for Airport FBOs. Thereafter, Lessee shall pay rent with a 2.5% increase each year. The first year's annual rent shall be $12,993.91.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Munis Org Name/Number: Airport/5456050

Munis Object Name/Number: Land-rentals/460150

Budget Officer / Designee: Andy Hopkins **Date:** 04/21/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Leases are exempt from Procurement.

Chief Procurement Officer (CPO) / Designee: **N/A Exempt** **Date:** _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:
Lease Agreement
Certificate of Insurance
Real Property Determination

ITEM # _____

LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND JET CENTER AT SANTA FE REAL ESTATE, LLC

This LEASE AGREEMENT ("**Lease Agreement**") is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a municipal corporation ("**City**" or "**Lessor**") and JET CENTER AT SANTA FE REAL ESTATE, LLC, a New Mexico limited liability company ("**Lessee**"), collectively the "**Parties**."

WHEREAS, the City owns and operates the Santa Fe Regional Airport ("**Airport**") in the City of Santa Fe, County of Santa Fe, State of New Mexico; and

WHEREAS, operations at the Airport are subject to laws, rules, and regulations including Chapter 3 of the Santa Fe City Code of 1987 and the rules, fees, and minimum standards adopted thereunder; Chapter 64 of the New Mexico Statutes Annotated 1978 compilation, especially Article 1; 14 C.F.R. Parts 139, 158, and 170; and Federal Aviation Administration ("**F.A.A.**") grant assurances, Order 5190.6B on airport operations as updated, and policies including those on airport revenue use (64 C.F.R. 7715, as amended) and hangar use (81 F.R. 38910, as amended); and

WHEREAS, services provided by Airport tenants benefit general aviation at the Airport, commercial aviation operators and passengers, and residents of the City and of Santa Fe County; and

WHEREAS, Lessee wishes to continue to provide aviation services at the Airport as a fixed base operator **("FBO")**, including and not limited to, terminals, hangars, tie-downs, and fuel services; and

WHEREAS, the City desires to lease a parcel of undeveloped land approximately 1.57 acres in size for the purpose of allowing Lessee to expand their services at the Airport; and

WHEREAS, the City has a short-term need for the 1.57 acres which will delay Lessee taking possession and paying rent for the 1.57 acres.

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, and develop the real property of Lessor as follows.

1. PREMISES

Upon the possession date described in Article 2 below, Lessor allows Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, a certain parcel of land

consisting of 68,389 square feet (1.57 acres) and identified as "Santa Fe Air Center, LLC" (the "**Premises**"), as shown on **Exhibit A** of this Lease Agreement.

Lessee shall take possession of the Premises ("Possession Date") at the earlier of either: 1) 24-months from the Effective Date of this Agreement, or 2) the first day of the month after receipt of City's written notice to Lessee that the City's temporary use is no longer needed, and possession of the Premises is granted to Lessee.

Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

2. LEASE TERM

a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Possession Date. The term of this Lease Agreement shall consist of an "**Initial Term**" of 40 years, with two (2) "**Option Terms**" of five (5) years each. At the expiration or termination of the Initial Term, any improvements to the Premises Lessor directs to be turned over pursuant to Section 3(d) (Periodic Adjustments to Rent), and any improvements Lessee fails to remove pursuant to section 3(d)(ii) that Lessor declares to be Lessor-owned, will transfer to Lessor-owned real or personal property.

b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with written notice pursuant to paragraph 24 by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and may be accepted at Lessor's or City Manager's discretion, communicated in writing. All terms, covenants, and conditions of this Lease Agreement, excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the term.

c. Hold Over. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. Lessor not giving notice pursuant to Section 24 (Notice) that Lessee is to vacate the Premises at the end of the lease shall be considered leave to hold over. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

3. RENT AND FEES

a. Initial Term Base Rent. Lessee shall pay rent with step increases over five years that will reflect the current fair market value for Airport FBO's. Thereafter, Lessee shall pay rent with a 2.5% cumulative increase each year, which the parties agree constitutes a fair approximation of inflation as of the Effective Date of this Lease Agreement. Lessee shall pay first-year annual rent of nineteen cents ($0.19) per square foot per year for 68,389 square feet; a total of $12,993.91, payable in equal monthly increments of $1,082.83, with annual increases as set forth in the Rent Schedule attached as **Exhibit B**, and as modified pursuant to Paragraph e, below.

Rent is due on the first day of the month following the Possession Date and thereafter due in full on the anniversary of the Effective Date during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to; City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

b. Hold Over. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, as described in Section 2(c) (Hold Over), be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on an annual or monthly basis, with annual increases as described in Section 3(a) above, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

c. Penalty for Late Rent Payment. If money payable to Lessor as a condition of this Lease Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants, and conditions of this Lease Agreement.

d. Adjustments to Rent Following Reappraisal. If the Airport or the portion thereof containing the leased property is reappraised, the Airport Manager may increase rent to the appraisal value by alerting the Lessee of the increase pursuant to Paragraph 24 (Notice). The increase in rent will take effect the following January 1, with the rent due each subsequent year increased as set forth in Section 3(a) above, and notwithstanding the rent schedule in Section 3(a)(v) above. Adjustment of rent based on reappraisal shall not occur more than once every five (5) years.

e. Percentage and Fuel Flowage Fees. Lessee shall pay to Lessor the following:

   i. Fuel Flowage Fee. A sum of twelve-cents ($0.12) per gallon on all aviation fuel sold by Lessee, except for fuel used by Lessee in the provision of Fixed-Base Operator ("**FBO**") services. This fee may be adjusted by the Airport Manager or Governing Body, in which case the fees will be included in the published airport fee schedule, with notice provided by letter, thirty (30) days prior to the effective date of the change.

   ii. Percentage Fee. A sum equal to five percent (5%) of the adjusted gross receipts from all business conducted and carried on by Lessee on Airport premises.

   iii. Adjusted Gross Receipts Defined. The term "adjusted gross receipts" as used in this Lease shall include the aggregate amount of all sales made, and services performed, including charter operations conducted by the Lessee to or from the Airport, for cash, on credit or otherwise, of every kind, name and nature. Adjusted gross receipts shall also include the aggregate value of all goods, wares and merchandise received for property services, at the selling price thereof, as if the same had been sold for cash. Adjusted gross receipts shall not include:

      1. fuel sales;
      2. sales of new and used aircraft;
      3. transient tie down fees;
      4. ramp parking fees;
      5. landing fees;
      6. rental vehicle time and mileage fees

7. federal, state and municipal sales taxes, excise taxes, gross receipts taxes and all other similar taxes separately stated and/or collected from customers; and

8. bad debts and uncollectible accounts. This adjusted gross receipts fee shall be increased in the amount and at such time as any other similar FBO services provider at the Airport is required under the terms of its lease to pay a higher adjusted gross receipts fee

f. Transient Tie Down and Parking Fees. Lessee agrees to remit to Lessor seventy-five percent (75%) of all transient tie down and ramp parking fees collected by Lessee on aircraft tied down or parked at the Airport in areas other than the Premises that are designated by the Lessor from time to time for the Lessee's use. The Lessor reserves the right to adjust such fees as necessary to reflect its costs and Airport conditions.

g. Transient Landing Fees. Lessee agrees to remit to Lessor eighty percent (80%) of all transient landing fees collected by Lessee on transient aircraft serviced by Lessee at the Airport. Lessor reserves the right to adjust or modify such fees as necessary to reflect its costs and Airport conditions.

h. Security and Fire Protection Fees. Lessor reserves the right to impose fair and equitable fees for security and fire protection provided by Lessor.

i. Monthly Statement. The Lessee shall submit a detailed statement to the Lessor showing a breakdown of all rents, fees, and charges due to the City for the preceding calendar month's business with its payment each month.

4. USE OF PREMISES

a. Conditions of Use. Lessee shall use the Premises solely in accordance with the scope of activities and development plan submitted in compliance with Airport minimum standards and for a beneficial aeronautical use as defined by the F.A.A. Hangar use, if applicable, must comply with the F.A.A.'s hangar use policy published at 81 Fed. Reg. 38906, as amended. Permissible activities as documented and approved are listed below; Lessee agrees to amend this Lease Agreement as described herein prior to commencing any new activities on the Premises.

i. Operation of a full-service, fixed-base aviation facility, together with all other normal, reasonable, and related activities except as may be excluded herein.

ii. Aircraft maintenance and avionics installation and repair.

iii. Car rental services provided by Lessee or a subcontractor.

iv. Hangar storage of aircraft owned by Lessee or third parties.

v. Outdoor storage of aircraft owned by Lessee or third parties at tie-down sites.

b. Access Control. Lessee shall control access to the Premises or airport ramp, apron, taxilane, or similar property where aircraft operation of any type could reasonably be expected to occur by installing chin link fencing or modifying existing chain link fencing and by installing or modifying vehicle access gates and/or personnel doors with access control systems compliant with the Airport Security Plan and federal regulations and implementing directives. Access control must be approved by the Airport Manager or designee prior to installation.

c. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe City Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (SFCC 1987, § l0-7).

d. Alterations and Improvements

i. Lessee shall not make or suffer or permit to be made any alterations, additions, or improvements whatsoever in or about the Premises without first obtaining the written consent of the Airport Manager and, if required, the FAA. If Lessor gives such consent, all alterations or improvements shall be done solely at Lessee's expense and in accordance and in compliance with all applicable municipal, state and federal ordinances, laws, rules and regulations. Alterations or improvements shall be compatible with the general decor of the Airport Terminal or with such design standards as the Lessor may adopt from time to time. Lessee has Lessor's consent to place temporary buildings on the Premises prior to, and during, construction, with appropriate permitting.

ii. Lessee shall allow no liens of mechanics, materialmen, laborers, architects, artisans, contractors or subcontractors to be created against or imposed upon the Premises. Lessee shall, upon request by Lessor, provide a labor and materialman's bond to cover all work and materials and labor arising out of alterations, additions, or improvements. No default shall occur if Lessee contests the amount or validity of any such lien, and actively litigates such claim to conclusion. Lessee may bond against such lien, as may be allowed by law, without constituting a default hereunder.

iii. Any and all alterations, additions, and improvements, except shelving, trade fixtures, and movable furniture, made at Lessee's sole expense after having first obtained the written consent of Lessor, in accordance with the provisions contained in this Section, whether attached to the walls, floors, Premises or not, shall belong to Lessee but shall merge and become a permanent part of the Lessor's realty and vest in Lessor upon termination of this Lease and all such alterations, additions and improvements shall remain on the Premises and shall not be removed by Lessee at the termination of this Lease without the permission of Lessor. The shelving, trade fixtures, and movable furniture, or both, which Lessee is privileged to remove, must be removed by Lessee at Lessee's sole expense on or before the termination of this Lease.

e. Destruction of Premises. If at any time during the Term of this Lease, the Premises shall be totally or partially destroyed by fire, earthquake, flood, or other calamity, then Lessee shall have the option to rebuild or repair the same, providing such rebuilding or repairing shall be commenced within a period of thirty (30) days after receipt of notice in writing to Lessor by Lessee that such calamity has occurred. In such case, a just and proportionate part of the rental payment per month shall be abated until such demised property shall have been rebuilt and repaired. If Lessor, within thirty (30) days following receipt of notice in writing by Lessee of such damage or destruction, elects not to rebuild or repair said property, then Lessor shall so notify Lessee and thereupon this Lease shall terminate and become null and void.

5. CONSTRUCTION OF IMPROVEMENTS

Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make improvements to the Premises as proposed in Lessor's building plan submitted pursuant to Airport Minimum Standards and consistent with the Airport Master Plan, or that are required to comply with the City of Santa Fe Land Use Code, and other applicable local, state, and federal regulations. Lessor's approval shall not be unreasonably withheld but is contingent on F.A.A. approval of buildings, structures, or improvements. Lessee shall, upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

a. Time for Construction. Any construction proposed in Lessor's building plan must begin twenty-four (24) months and be completed within forty-eight (48) months of the Possession Date of this Lease Agreement. If the approved building plan includes phases of development, then the first phase must comply with these requirements, and subsequent phases will comply with time periods and/or triggering events described in the development plan. The Airport Manager may from time to time agree to modifications to the approved documents, including, without limitation, the approved schedule, to address changed or unforeseen conditions not attributable to Lessee's acts or failures to act and to the extent any such approved change extends the time for the commencement or completion of any phase of the work, the Lessor shall not be in default pursuant to Paragraph 10.

b. Banking of Land Prohibited. Banking of land as described in FAA Order 5190-6B as amended is prohibited and will be considered a breach of this Lease Agreement. A phased development plan accepted by the Airport Manager and the FAA shall constitute evidence that undeveloped portions of the lease do not violate this provision if Lessee complies with the accepted timelines or triggering events in the phased construction plan.

c. Construction Assurance. Prior to the commencement of any construction or work of improvement on the Premises ("Improvements"), Lessee shall furnish to Lessor evidence that sufficient monies will be available to complete the Improvements. Such evidence shall represent at least the total estimated cost of construction and such evidence may take on of the following forms:

   i. Performance Bond - To be supplied by Lessee's contractor(s) and issued jointly to Lessee and Lessor as Obligee; or

   ii. Irrevocable Letter of Credit – or other form of banker's assurance issued to Lessor from a financial institution licensed to do business in the State of New Mexico and covered by Federal Depository Insurance which shall remain in effect until Lessor acknowledges satisfactory completion of construction of Improvements.

d. Turnover or Removal of Improvements.

   i. Turnover of Improvements – If Lessor directs that the Improvements be turned over to Lessor at the expiration of the Initial Term of this Lease Agreement, they shall be turned over in a state of good condition and repair.

   ii. Removal of Improvements – If Lessor directs that the Improvements be removed, all or in part, prior to the expiration or termination of the Initial Term of this Lease Agreement, Lessee shall remove all Improvements from the Premises, at Lessee's sole cost. Lessee shall restore the portions of the Premises from which it removes any

Improvements, as nearly as reasonably possible, to a level graded condition at Lessee's sole cost. If Lessee has not removed the Improvements in a reasonable amount of time after the expiration or termination of this Lease Agreement, then Lessor may, at its option, declare the Improvements to be Lessor-owned real property or it may use or dispose of the remaining personal property pursuant to applicable law, and otherwise restore the Premises at Lessee's sole cost.

iii. Removal of Hazardous Materials – All hazardous materials on the Premises used or stored by Lessee must be removed prior to the expiration or termination of the Initial Term of this Lease Agreement, whether or not the Improvements remain on the Premises.

e. Fixtures. All fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same within sixty (60) days of termination of this Lease Agreement for any reason, provided that removal shall be accomplished in such a manner as not to injure or damage the Premises. In the event that Lessee fails to remove said fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to assign, transfer, and set over to Lessor all of Lessee's right, title, and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that, should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

f. Removal or Transfer of Improvements. If Lessee has paid all rents due and is otherwise in good standing under this Lease Agreement, Lessee shall have the right to remodel, remove, demolish, or destroy any structures or improvement constructed by Lessee on the Premises without compensation to Lessor, so long as the Premises are left in a safe and sightly condition. If Lessee elects to remove, demolish, or destroy any structures or improvements, Lessee shall remove all asphalt and concrete and restore the site to a condition existing prior to the addition of any improvements. Upon termination of this Lease Agreement for any reason, the title to any such structures or improvements, as remains, shall pass to the Lessor.

g. Easements. Lessor shall provide reasonable easements as required for ingress, egress, and utilities to serve the premises.

h. Taxilane Access. If the Premises are not served by any taxiway or taxilane, Lessee shall have the right to construct a nonexclusive use taxilane from the Premises to the nearest available taxiway or taxilane in accordance with the Airport Master Plan, and at no cost to Lessor, providing such taxilane construction is consistent with the Airport Minimum Standards as they may be amended prior to commencement of construction, the Building Code requirements of the New Mexico Construction Industries Division, City of Santa Fe or Santa Fe County requirements, existing lease agreement easement, and FAA taxilane construction requirements. Title to any such taxilane shall transfer to Lessor upon completion of construction. Lessor will assume all responsibility for such taxilane upon Lessee's completion of construction to Lessor's satisfaction.

6. REPAIRS & MAINTENANCE

a. During the term of this Lease and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage, or injury to the Premises or to any improvements made to the Premises.
b. During the term of this Lease and any extension or renewal thereof, Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement.
c. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.
d. During the term of this Lease and any extension or renewal thereof, Lessee shall maintain all paved areas to be free of weed growth.
e. Lessee shall at all times during the term of this Lease and any extension or renewal thereof, and in a timely manner, provide a safe Premises by eliminating conditions caused by natural processes, including and not limited to, snow, ice, debris, mold and standing water.
f. Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 13 (Termination) herein.
g. Repair and maintenance shall be to the sole satisfaction of Lessor, and if Lessee fails to fulfill any duty imposed under this Section within a reasonable period of time, City may, and is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section shall survive the expiration or termination of this Lease Agreement.

7. UTILITIES & SERVICES

Lessee, at Lessee's sole cost and expense, agrees to provide the following:

a. All gas, electricity, water, sanitary sewer service and refuse deposal services;
b. Janitorial supplies and services;
c. Pest control services; and
d. Snow removal services.

8. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, the policies and coverage amounts listed in Amendment 6 of Santa Fe City Item No. 15-0129, the most recent draft thereof proposed by the City if Amendment 6 is not yet adopted, or the amount listed in any subsequent amendment to Item No. 15-0129.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless, and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees, or permitted assigns, by counsel to be approved by Lessor in the exercise of its reasonable judgment. In the alternative, Lessor may elect to conduct its own defense at the expense of Lessee.

Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by Lessor in connection with the Lease Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 *et seq*., NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. EASEMENTS

Lessor reserves the exclusive right to grant access, utility, or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

13. TERMINATION

a. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

   i. the breach;

   ii. the action required to cure the breach;

   iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

   iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

b. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the stated termination date.

c. At the termination of this Lease Agreement, Lessee shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement, excepting:

   i. Deterioration caused through reasonable use and ordinary wear and tear; and

   ii. Alterations, improvements, or conditions made with Lessor's written approval, unless removal is directed by Lessor under Section 5(d) (Turnover of Removal of Improvements).

14. RIGHTS OF LESSOR

a. Operate the Airport in the best interest of the public and the right, without interference or hindrance, to maintain, improve, or further develop the landing area or public use facilities of the Airport as it sees fit, regardless of any protest of the Lessee, and to lease additional space to other concessions at the Airport regardless of any objection of the Lessee. The Lessor may relocate the Lessee if the physical development of the Airport or the Airport Terminal requires relocation of the Lessee, provided the Lessor gives sixty (60) days' written notice to the Lessee and the Lessor compensates the Lessee for the Premises in one of the two following methods, at the Lessor's expense:

    i. If the Lessor determines it has vacant land available at the Airport which is generally comparable in location to that being taken for development, then the Lessee shall relocate the Lessee-owned facilities to the new location in substantially similar form to that then existing. The Lessor shall reimburse Lessee within sixty (60) days for Lessee's actual expenses of relocation of its facilities, subject to Lessor's prior approval of the reasonableness of such expenses; or

    ii. If Lessor determines that Lessee cannot be relocated as described above, then Lessor shall purchase from Lessee the Lessee-owned facilities to which title shall then pass in fee simple to Lessor. The amount to be paid by Lessor to Lessee shall be the fair market value of the improvements taken.

b. Enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease and any federal, state, or city laws, ordinances, regulations, rules, and codes now or hereafter in effect.

15. RIGHTS OF LESSEE

a. Lessee shall have the right, but shall not be required:

    i. In common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying, and landing of aircraft;

    ii. To the non-exclusive use, in common with others, of the Airport, appurtenances, and improvements thereon, but this shall not restrict the right of the Lessor to charge visitors a fee for the use of such areas;

    iii. To install, operate, maintain, repair and store, subject to approval of Lessor in the interests of safety and the convenience of all concerned, all equipment necessary for the conduct of Lessee's business; and

    iv. Of access to and from the Premises, limited to taxiways, streets, driveways, and sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests, and patrons.

b. Lessee is authorized, but not required, to provide the services set forth above in Section 4(a) (Use of Premises).

16. SUBLEASE, ASSIGNMENT, OR TRANSFER

Except as otherwise provided herein, Lessee may not, without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned, or delayed at any time during the term of this

Lease, sell, lease, assign, transfer or permit to be acquired, this Lease or any interest herein. Lessee may sublease any portion of the leasehold interest to parties who will provide aviation-related services permitted hereunder, and who accept the terms of this Lease Agreement pursuant to any sublease agreement. The Lessee shall, however, be permitted to enter into a leasehold mortgage, collateral assignment, or security interest in the form approved by the Lessor, for construction and/or business operation financing purposes. However, the amount secured by such financing shall not exceed the value of the leasehold improvements on the Premises and the value of any other leasehold improvements owned by Lessee pursuant to leases (other than this Lease) between Lessor and Lessee. Leasing and subleasing of hangar and tie down space on the Premises, to individual aircraft owners, shall be allowed without Lessor's consent.

17. OBSERVATION OF LAWS, RULES, REGULATIONS, AND FAA GRANT ASSURANCES

Lessee and Lessor agree to observe and obey during the Term of this Lease, all laws, ordinances, minimum standards, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the Airport, including the federal government, the state, the county and the City now or hereafter in effect.

18. FAIR AND NONDISCRIMINATORY SERVICES

Lessee, in the conduct of its authorized business activities, shall furnish good, prompt, and efficient service in compliance with all applicable laws, rules, and regulations adequate to meet the demand for its services at the Airport, and shall furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and agrees to furnish such services at fair, equal, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchases. Lessee agrees to operate the business in an ethical and professional manner and shall keep the Premises in a safe, clean, orderly, and inviting condition at all times, satisfactory to the Lessor. Lessee shall not permit its employees or agents to solicit customers on public property.

19. CIVIL RIGHTS ASSURANCES

a. Lessee agrees for itself, its employees, and its contractors and subcontractors that:

   i. No person shall be excluded from participation in, benefits of, or otherwise subjected to discrimination in the use of the Airport on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status;

   ii. In the construction of any improvements on, over, or under the Airport and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination on the grounds of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, national origin, or citizenship status; and

   iii. Lessee shall comply with all requirements imposed by or pursuant to Title 49, code of Federal Regulations, Subtitle A, Part 21 in using Airport premises or providing services initiated at the Airport.

b. Lessee assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to ensure that no person shall be excluded from employment activities or any covered service or benefit on a prohibited basis by Lessee, an employee of Lessee, or any contractor or subcontractor.

20. ENVIRONMENTAL PROTECTIONS

a. Lessee shall not commit or permit commission of any waste on the Airport, or any nuisance or other act or thing that may disturb the quiet enjoyment of the Airport or surrounding property. Lessee shall provide, as necessary, a separate drainage, collection, and/or separation system to ensure that no untreated liquid waste from any type of operation, including vehicle cleaning, fueling, and oil change operations, will enter the Airport storm drainage or sanitary system.

b. Lessee shall, at all times, comply with all applicable laws, rules, and regulations of the federal, state, and local government entities. Lessee shall not permit any activity which directly or indirectly produces objectionable or unlawful amounts or levels of air pollution, noise, glare, heat emission, electronic or radio interference with navigational and communications facilities for the operation of the Airport and for Airport use by aircraft, trash, or refuse accumulation, vibration, prop-wash, or jet blast, or which is hazardous or dangerous by reason of risk of explosion, fire, or harmful emission. Any waste oil storage tanks shall be in approved containers and in accordance with all environmental and fire protections regulations.

c. Hazardous substances are any substance, material, or waste, (including any petroleum products, solvents, thinners, herbicides and soil sterilants, and aircraft deicing fluids) which is or becomes designated, classified, or regulated as being "toxic," "hazardous," a "pollutant," or similar designation under any federal, state, or local law, regulation, or ordinance.

d. Pursuant to Section 10 (Indemnification) above, Lessee agrees to defend, indemnify, and hold Lessor harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs, and expenses (including sums paid in settlement of claims and all consultant, expert, and legal fees and expenses of Lessor's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of Lessee's or any contractor or sub-tenant's activities, whether before, during, or after construction, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connections with any investigation of site conditions or any cleanup, remedial, removal, or restoration work, or any resulting damages or injuries to the person or property or which is brought against Lessor, whether alone or together with Lessee or any other person.

e. Lessee shall comply and cause all occupants of the property to comply with all laws, regulations, and ordinances governing or applicable to hazardous substances as well as the recommendations of any qualified environmental engineer or other expert which apply or pertain to the premises. Lessee acknowledges that hazardous substances my permanently and materially impair the value and use of real property. Lessee shall promptly notify Lessor if it knows, suspects, or believes there may be any hazardous substance in or around the property or in the soil, groundwater, or on or under the Airport, or that Lessee or the property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any hazardous substance.

21. NONEXCLUSIVE RIGHTS

a. Lessee shall have the exclusive right and privilege of engaging in and conducting a business on the Premises of the Airport under the terms and conditions set forth herein, provided, however, that this Agreement shall not be construed in any manner to grant Lessee or those claiming under Lessee in this Agreement the exclusive right to the use of the common areas and facilities of the Airport.

b. Lessor shall have the right to lease other portions of the Airport or Airport Terminal to lessees, including other ground, air, and transportation services. Lessor shall not in the future form any other Agreement more favorable or less restrictive to Lessee's than set forth in this Agreement. Lessor understands and agrees that nothing in this Agreement shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

22. SUBORNINATE PROVISIONS

This Agreement is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of any existing or future agreement between the Airport and its appurtenant facilities, the execution of which have been or may be required as a condition precedent to the participation by any federal or state agency in the extension, expansion, or development of said airport or its facilities.

23. OBSTRUCTIONS

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Airport Manager and the Federal Aviation Administration, Airports District Office, 2601 Meacham Blvd, Ft Worth TX, 76137 one executed set (four copies) of FAA form 7460-1 "Notice of Proposed Construction or Alterations", as required by Federal Aviation Regulation Part 77. This notice must be submitted at least thirty (30) days prior to the date of the proposed construction/alteration or the date that an application for a construction permit is filed, whichever is earlier.

Should a Federal Aviation Administration Obstruction Evaluation determine that obstruction lights are needed or required on new construction, or should Federal Aviation Administration rules and regulations change to require obstruction lights on existing structures which previously did not require obstruction lights, Lessee agrees to install, maintain, and operate such obstruction lights on the top of buildings or structures to be placed on the Premises. If Lessee fails to install, maintain, and operate such obstruction lights then the Lessor shall have the right to install, maintain, and operate the same at Lessee's expense.

24. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	City of Santa Fe Attn. City Manager P.O. Box 909 Santa Fe, NM 87504	To Lessee:	Jet Center at Santa Fe Real Estate, LLC Attn: John Marchman c/o Felker, Ish, Ritchie, & Geer, P.A. 911 Old Pecos Trail Santa Fe, NM 87505
With a copy to:	City of Santa Fe Attn. Airport Manager P.O. Box 909 Santa Fe, NM 87504		
	City of Santa Fe Attn. Asset Manager P.O. Box 909 Santa Fe, NM 87504		

25. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

26. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein, and any other application thereof shall not in any way be affected or impaired thereby.

27. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities, and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

28. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

29. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses, and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees, or permitted assigns.

30. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

31. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

32. AMENDMENT

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

33. SECURITY DEPOSIT

Lessee shall deposit with City, upon execution hereof, the Security Deposit of one month's rent as security for Lessee's faithful performance of its obligations under this Lease Agreement. If Lessee fails to pay Rent, or otherwise defaults under this Lease Agreement, City may use, apply, or retain all or any portion of said Security Deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss, or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. If the Base Rent increases during the term of this Lease Agreement, Lessee shall, upon written request from City, deposit additional monies with City so that the total amount of the Security Deposit shall always bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, City shall have the right to increase the Security Deposit to the extent necessary, in City's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease Agreement and following such change the financial condition of Lessee is, in City's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with City as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. City shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after the expiration or termination of this Lease Agreement, if City elects to apply the Security Deposit only to unpaid Rent, and otherwise within 60 days after the Premises have been vacated, City shall return that portion of the Security Deposit not used or applied by City. No part of the Security Deposit shall be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease Agreement.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date of the last signature of the authorized signatories below.

LESSOR:
CITY OF SANTA FE

_____
ALAN WEBBER, MAYOR

DATE: _____

LESSEE:
JET CENTER AT SANTA FE REAL ESTATE, LLC

John Marchman
John Marchman (Apr 11, 2025 08:02 CDT)
JOHN MARCHMAN, GENERAL PARTNER

DATE: Apr 11, 2025

CRS #: 03-321675-00-4

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Kevin L. Nault
Kevin L. Nault (Apr 11, 2025 08:25 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

_____
EMILY OSTER, FINANCE DIRECTOR
Object Org. Code 5456050/460150

[*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*]

EXHIBIT A

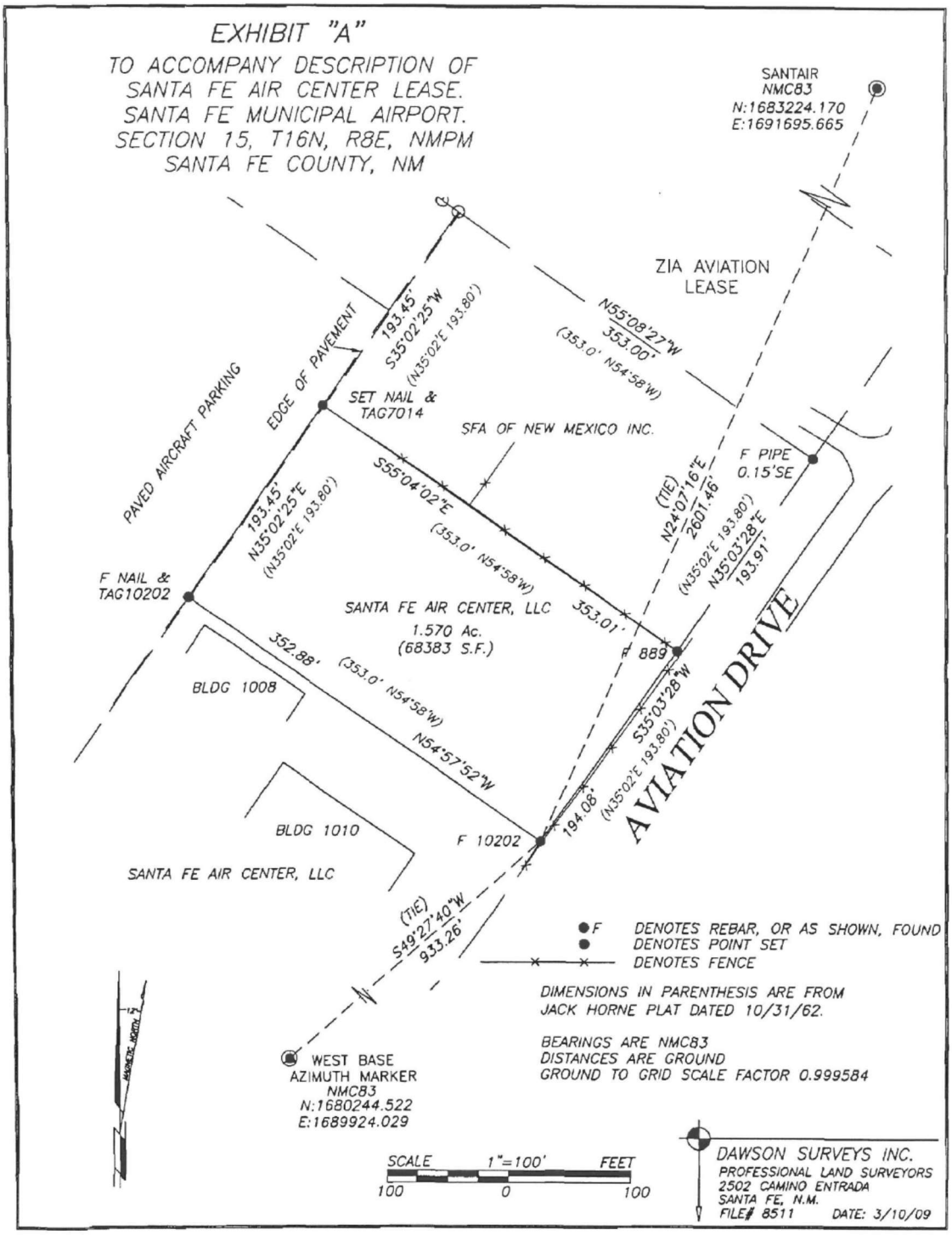

EXHIBIT "A"
TO ACCOMPANY DESCRIPTION OF
SANTA FE AIR CENTER LEASE.
SANTA FE MUNICIPAL AIRPORT.
SECTION 15, T16N, R8E, NMPM
SANTA FE COUNTY, NM
SANTAIR
NMC83
N:1683224.170
E:1691695.665
ZIA AVIATION
LEASE
N55°08'27"W
353.00'
(353.0' N54°58'W)
193.45'
S35°02'25"W
(N35°02'E 193.80')
EDGE OF PAVEMENT
PAVED AIRCRAFT PARKING
SET NAIL &
TAG7014
SFA OF NEW MEXICO INC.
S55°04'02"E
(353.0' N54°58'W)
353.01'
F PIPE
0.15'SE
(TIE)
N24°07'16"E
2601.46'
(N35°02'E 193.80')
N35°03'28"E
193.91'
193.45'
N35°02'25"E
(N35°02'E 193.80')
F NAIL &
TAG10202
SANTA FE AIR CENTER, LLC
1.570 Ac.
(68383 S.F.)
F 889
AVIATION DRIVE
352.88'
(353.0' N54°58'W)
N54°57'52"W
BLDG 1008
BLDG 1010
SANTA FE AIR CENTER, LLC
F 10202
194.06'
S35°03'28"W
(N35°02'E 193.80')
(TIE)
S49°27'40"W
933.26'
WEST BASE
AZIMUTH MARKER
NMC83
N:1680244.522
E:1689924.029
F DENOTES REBAR, OR AS SHOWN, FOUND
DENOTES POINT SET
DENOTES FENCE
DIMENSIONS IN PARENTHESIS ARE FROM
JACK HORNE PLAT DATED 10/31/62.
BEARINGS ARE NMC83
DISTANCES ARE GROUND
GROUND TO GRID SCALE FACTOR 0.999584
SCALE 1"=100' FEET
100 0 100
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, N.M.
FILE# 8511 DATE: 3/10/09

EXHIBIT A

LEASE DESCRIPTION

All that part of the Santa Fe Municipal Airport property, within Section 15, T16N, R8E, N.M.P.M., Santa Fe County, New Mexico and being more particularly described by metes and bounds as follows:

Beginning at the most southerly corner of the herein described lease parcel, marked by a #5 rebar with plastic cap "ps 10202", from which a brass cap, West Base Azimuth Marker, bears S49°47'40"W, 933.26 feet; and brass cap Santair bears N24°07'16"E, 2601.46 feet;
Thence from said point of beginning, N54°57'52"W, 352.88 feet;
Thence N35°02'25"E, 193.45 feet;
Thence S55°04'02"E, 353.01 feet;
Thence S35°03'28"W, 194.08 feet to the point of beginning containing 68383 square feet more or less. As shown on EXHIBIT "A" attached hereto.

Exhibit B
Rent Schedule

*If the Possession Date falls before or after the year 1 date in the Rent Schedule below, the monthly rent shall be $1,082.83, and shall continue at the rates set below.

Option Term	Year	Term Dates		LSF	Escalation	TOTAL ANNUAL RENT	Monthly Rent	Annual Cost per LSF
	1	5/1/2027	4/30/2028	68,389		$12,993.91	$1,082.83	$0.19
	2	5/1/2028	4/30/2029	68,389		$13,677.80	$1,139.82	$0.20
	3	5/1/2029	4/30/2030	68,389		$14,361.69	$1,196.81	$0.21
	4	5/1/2030	4/30/2031	68,389		$15,729.47	$1,310.79	$0.23
	5	5/1/2031	4/30/2032	68,389		$17,097.25	$1,424.77	$0.25
	6	5/1/2032	4/30/2033	68,389	2.50%	$17,524.68	$1,460.39	$0.26
	7	5/1/2033	4/30/2034	68,389	2.50%	$17,962.80	$1,496.90	$0.26
	8	5/1/2034	4/30/2035	68,389	2.50%	$18,411.87	$1,534.32	$0.27
	9	5/1/2035	4/30/2036	68,389	2.50%	$18,872.16	$1,572.68	$0.28
	10	5/1/2036	4/30/2037	68,389	2.50%	$19,343.97	$1,612.00	$0.28
	11	5/1/2037	4/30/2038	68,389	2.50%	$19,827.57	$1,652.30	$0.29
	12	5/1/2038	4/30/2039	68,389	2.50%	$20,323.26	$1,693.60	$0.30
	13	5/1/2039	4/30/2040	68,389	2.50%	$20,831.34	$1,735.94	$0.30
	14	5/1/2040	4/30/2041	68,389	2.50%	$21,352.12	$1,779.34	$0.31
	15	5/1/2041	4/30/2042	68,389	2.50%	$21,885.93	$1,823.83	$0.32
	16	5/1/2042	4/30/2043	68,389	2.50%	$22,433.07	$1,869.42	$0.33
	17	5/1/2043	4/30/2044	68,389	2.50%	$22,993.90	$1,916.16	$0.34
	18	5/1/2044	4/30/2045	68,389	2.50%	$23,568.75	$1,964.06	$0.34
	19	5/1/2045	4/30/2046	68,389	2.50%	$24,157.97	$2,013.16	$0.35
	20	5/1/2046	4/30/2047	68,389	2.50%	$24,761.92	$2,063.49	$0.36
	21	5/1/2047	4/30/2048	68,389	2.50%	$25,380.96	$2,115.08	$0.37
	22	5/1/2048	4/30/2049	68,389	2.50%	$26,015.49	$2,167.96	$0.38
	23	5/1/2049	4/30/2050	68,389	2.50%	$26,665.88	$2,222.16	$0.39
	24	5/1/2050	4/30/2051	68,389	2.50%	$27,332.52	$2,277.71	$0.40
	25	5/1/2051	4/30/2052	68,389	2.50%	$28,015.83	$2,334.65	$0.41
	26	5/1/2052	4/30/2053	68,389	2.50%	$28,716.23	$2,393.02	$0.42
	27	5/1/2053	4/30/2054	68,389	2.50%	$29,434.14	$2,452.84	$0.43
	28	5/1/2054	4/30/2055	68,389	2.50%	$30,169.99	$2,514.17	$0.44
	29	5/1/2055	4/30/2056	68,389	2.50%	$30,924.24	$2,577.02	$0.45
	30	5/1/2056	4/30/2057	68,389	2.50%	$31,697.35	$2,641.45	$0.46
	31	5/1/2057	4/30/2058	68,389	2.50%	$32,489.78	$2,707.48	$0.48

	32	5/1/2058	4/30/2059	68,389	2.50%	$33,302.02	$2,775.17	$0.49
	33	5/1/2059	4/30/2060	68,389	2.50%	$34,134.57	$2,844.55	$0.50
	34	5/1/2060	4/30/2061	68,389	2.50%	$34,987.94	$2,915.66	$0.51
	35	5/1/2061	4/30/2062	68,389	2.50%	$35,862.64	$2,988.55	$0.52
	36	5/1/2062	4/30/2063	68,389	2.50%	$36,759.20	$3,063.27	$0.54
	37	5/1/2063	4/30/2064	68,389	2.50%	$37,678.18	$3,139.85	$0.55
	38	5/1/2064	4/30/2065	68,389	2.50%	$38,620.14	$3,218.34	$0.56
	39	5/1/2065	4/30/2066	68,389	2.50%	$39,585.64	$3,298.80	$0.58
	40	5/1/2066	4/30/2067	68,389	2.50%	$40,575.28	$3,381.27	$0.59
*	41	5/1/2067	4/30/2068	68,389	2.50%	$41,589.66	$3,465.81	$0.61
*	42	5/1/2068	4/30/2069	68,389	2.50%	$42,629.41	$3,552.45	$0.62
*	43	5/1/2069	4/30/2070	68,389	2.50%	$43,695.14	$3,641.26	$0.64
*	44	5/1/2070	4/30/2071	68,389	2.50%	$44,787.52	$3,732.29	$0.65
*	45	5/1/2071	4/30/2072	68,389	2.50%	$45,907.21	$3,825.60	$0.67
*	46	5/1/2072	4/30/2073	68,389	2.50%	$47,054.89	$3,921.24	$0.69
*	47	5/1/2073	4/30/2074	68,389	2.50%	$48,231.26	$4,019.27	$0.71
*	48	5/1/2074	4/30/2075	68,389	2.50%	$49,437.04	$4,119.75	$0.72
*	49	5/1/2075	4/30/2076	68,389	2.50%	$50,672.97	$4,222.75	$0.74
*	50	5/1/2076	4/30/2077	68,389	2.50%	$51,939.79	$4,328.32	$0.76
* Option Terms								

STARR

INSURANCE COMPANIES

3353 Peachtree Road NE, Suite 1000
Atlanta, GA 30326

Certificate Holder: CITY OF SANTA FE, NEW MEXICO, A MUNICIPALITY AND POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND TRUSTEES
C/O CITY MANAGER, P.O. BOX 909, SANTA FE, NEW MEXICO 87504-0909

Named Insured: JET CENTER AT SANTA FE REAL ESTATE, LLC AND JET CENTER AT SANTA FE OPERATIONS, LLC DBA JET CENTER AT SANTA FE
109 AVIATION DRIVE
SANTA FE, NM 87507

Policy Period: From: APRIL 13, 2024 To: APRIL 13, 2025
Policy Number: 1000221426-09
Issuing Company: STARR INDEMNITY & LIABILITY COMPANY

This is to certify that the policy(ies) listed herein have been issued providing coverage for the listed insured as further described. This certificate of insurance is not an insurance policy and does not amend, extend, or alter the coverage afforded by the policy(ies) listed herein. Notwithstanding any requirement, term or condition of any contract, or other document with respect to which this certificate of insurance may be concerned or may pertain, the Insurance afforded by the policy(ies) listed on this certificate is subject to all the terms, exclusions, and conditions of such policy(ies).

Aviation Commercial General Liability	**Limits of Insurance**
Each Occurrence Limit	$ 10,000,000
Damage to Premises Rented to You Limit	$ 1,000,000 Any one premises
Medical Expense Limit	$ 25,000 Any one person
Personal & Advertising Injury Aggregate Limit	$ 10,000,000
General Aggregate Limit	$ NOT APPLICABLE
Products/Completed Operations Aggregate Limit	$ 10,000,000
Hangarkeepers Limit	
Each Aircraft Limit	$ 25,000,000
Each Loss Limit	$ 25,000,000
Hangarkeeper's Deductible	$ 50,000 Each Aircraft

FOR FURTHER INFORMATION, PLEASE REFER TO THE STARR ENDORSEMENT FORM NUMBER 10062

Certificate Number: 1.1
Issued By and Date: APRIL 16, 2024 (VD)

By _____
(Authorized Representative)

Starr 10058 (6/06)

NGUYEN, NINA A.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Friday, September 29, 2023 9:31 AM
To: NGUYEN, NINA A.
Subject: RE: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

Hi Nina, I don't need to see items associated with Real Property.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

From: Adobe Acrobat Sign on behalf of Nina Nguyen
Sent: Wednesday, September 27, 2023 7:48 AM
To: DUTTON-LEYDA, TRAVIS K.
Subject: Signature requested on "Las Estrellas Procurement Determination Request Packet 09.26.23"

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.

Signature:

Email: tjlease@santafenm.gov

Signature: James Harris (Apr 21, 2025 08:50 MDT)

Email: jcharris@santafenm.gov

Signature: Mark Scott (Apr 21, 2025 10:29 MDT)

Email: mscott@santafenm.gov

Jet Center 1.57 Lease Packet

Final Audit Report 2025-04-21

Created:	2025-04-16
By:	Nina Nguyen (nanguyen@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVQzGk_ClvWQuFFB55IwNbSMh7Sdk9X4W

"Jet Center 1.57 Lease Packet" History

Document created by Nina Nguyen (nanguyen@santafenm.gov)
2025-04-16 - 4:31:25 PM GMT- IP address: 63.232.20.2

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2025-04-16 - 4:34:04 PM GMT

Email viewed by Terry Lease (tjlease@santafenm.gov)
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Document e-signed by James Harris (jcharris@santafenm.gov)
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2025-04-21 - 2:50:58 PM GMT

Email viewed by Mark Scott (mscott@santafenm.gov)
2025-04-21 - 4:28:22 PM GMT- IP address: 104.47.64.254

Document e-signed by Mark Scott (mscott@santafenm.gov)
Signature Date: 2025-04-21 - 4:29:34 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-04-21 - 4:29:37 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

2025-04-21 - 4:57:07 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Signature Date: 2025-04-21 - 4:57:28 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-04-21 - 4:57:28 PM GMT

CITY OF SANTA FE

The Purchasing Memo

Date: April 9, 2025

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

From: William Schneider, Water Resources and Conservation Supervisor

Via: Jesse Roach, Public Utilities Department Director

Subject: Amendment to Remove Fiscal Year Compensation Amount Limit

Vendor Name: Hazen & Sawyer

Munis Vendor Number: 7789

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of Amendment 1 to Contract Number 3204162 with Hazen & Sawyer for Professional Services. Amendment 1 removes fiscal year compensation amount limits and changes the total contract amount, not to exceed eight million dollars ($8,000,000.00) including NMGRT.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204162.

BACKGROUND AND SUMMARY:

The Water Division requires contract flexibility regarding the amount needed to compensate our on-call contract vendors for their services in a given fiscal year.

The on-call services nature of the contract necessitates the city's ability to compensate the vendor without fiscal year amount limits. Necessary on-call professional services for various CIP projects vary each fiscal year. With the contract providing the same limit amount of compensation for each fiscal year over the four-year contract term, the amount may either exceed that which is needed or fall short of that needed to compensate on-call vendors for services.

The original contract date was August 14, 2023. The City Clerk's Item number is 23-0516.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Water Cash Fund / 505

Munis Org Name/Number: WTR Cap Proj / 5050395

Munis Object Name/Number: WIP Design / 572960

Budget Officer / Designee: Andy Hopkins **Date:** 04/10/2025

Budget Officer Comment/Exceptions: -

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP.

RFP #23/59/P On-call Engineering Services for Water Resources Management and Planning

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/10/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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: The vendor is on-call to work on various projects and will note the project ledger number on invoices specific to their work.

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

Comment/Exceptions: _____

ATTACHMENTS:

1. Amendment 1
2. Original Contract Packet
3. Certificate of Liability Insurance

Item# 23-0516

Munis Contract# 32041162

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Hazen and Sawyer**, 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, § 13-1-95.2. E; and NMSA 1978, § 13-1-111;

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as an Contractor rendering services related to engineering services for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of four (4) years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Scope of Work.**
   A. The Contractor shall provide the following professional services for the City:

(1) Professional Services

The Contractor shall perform professional engineering services on an as-needed basis as directed by the City's representative. The Contractor shall have demonstrated expertise and experience in the areas of water resource planning and management; water supply; hydraulic and other modeling; water distribution and storage; water quality; wastewater; water system improvements; well field operations; and construction management and or inspection services for a variety projects and utility work assignments to include Water and Sanitary Sewer Lines and Water Systems Facilities including dams and Wastewater Facilities.

Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work (SOW) for any one project may involve some or all phases of project development and implementation which may include the following.

- Water resources studies for
  - Supply and demand management

- Wellfield sustainability analyses
- Water budget and geohydrologic modeling analyses
- Permitting

- Water utility management support for
  - Asset management
  - Water loss audit
  - Federal and State funding applications
- General engineering services for
  - Capital Improvements
  - Repair and rehabilitation related assessments
  - Upgrades and improvements
  - Third party design review
  - Dam safety
  - Procurement support for Capital Improvement Plan (CIP)
  - Bid phase support
- Water and Wastewater Treatment Processes and Engineering
- Engineering services for design and construction
  - Engineering design support and preparation of design documents and other technical specifications
  - Geotechnical and structural analysis
  - Field reconnaissance and surveys
  - Collecting field and other related data
  - Pipeline design and construction
  - Development of detailed construction cost estimates
  - Dam design and construction
  - Feasibility studies
- Permit related activities, compliance and litigation support
- Construction Management including:
  - Project coordination during construction
  - Construction meetings and Site visits
  - Requests for information
  - Submittal reviews
  - change orders and Change directives
  - Record drawings
  - Render interpretations of design documents as necessary
  - Review contractor(s) Submittals including record drawings for conformance with Design Documents
  - Respond to Requests for Information (RFI) related to the design submitted by contractor(s)
  - Deliverables

(2) Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management; source protection; water resource management; permit compliance; and water system production, distribution and storage improvements

- Water budget analyses; water level monitoring; stream gaging and seepage studies; surface and groundwater interaction; and evapotranspiration calculations in support of water resource management studies
- Long range water supply plan (LRWSP) updates; drought management; new source of supply evaluations, system resiliency; supply and demand forecasting using decision analysis tool (WaterMAPS); 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool; and wastewater reuse, treatment and conservation plans
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations; Predictive simulation of groundwater flow, model development and calibration and model validation
- Well design; well efficiency; well permitting; specific capacity and aquifer testing; sustainable well yield assessment; well redevelopment; well construction and repair; well permitting; and well siting
- Water supply prioritization; economics; availability and resiliency; and water supply infrastructure

(3) Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management
- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations
- Support City pursuit of federal and state grant funding applications

(4) General Engineering

The types of services anticipated under this category shall include, at a minimum, the following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects
- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints
- Address right of way and easement issues
- Updates and revisions to the water distribution and storage master plan, as needed
- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements
- Water system design and operations, water demand analyses, system utilization, operation and reliability

- Bid phase Support including written responses to questions from plan holders on design drawings and specifications

(5) Water and Wastewater Processes and Treatment

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes
- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, dams, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses
- Production well design, construction, testing and sustainable operations
- Water quality and treatment, blending and distribution
- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and Operating & Maintenance (O&M) costs

(6) Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects
- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative
- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order
- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements
- Develop a design and construction schedule
- Manage construction-phase projects assuring adherence to related deliverables timeline and regulatory requirements
- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support

(7) Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications
- Inter-state compact compliance, permitting and accounting
- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights
- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance

(8) Construction Management:

The types of services anticipated under this category shall include, at a minimum, the following:

- Project coordination during construction
- Construction meetings and Site visits
- Requests for information
- Submittal reviews
- Change orders and change directives
- Record drawings
- Render interpretations of design documents as necessary
- Review contractor(s) Submittals including record drawings for conformance with Design Documents
- Respond to Requests for Information (RFI) related to the design submitted by the contractor(s)
- Deliverables

(9) Project Management

The Contractor shall provide project management throughout the duration of a given project with regular communication and coordination with the City. Project management tasks shall include:

- Maintaining a project work plan, schedule, and budget
- Project description and summary of deliverables
- Project meetings to establish work plan including project team members and responsibilities, quality and document control process, and communication protocols
- Monthly progress/status reports
- Regularly scheduled status meetings with the City
- Regular engagement with project stakeholders
- Monthly invoicing
- Delivery of work products that have been thoroughly reviewed with an established QA/QC process

Meetings will be held in City offices or remotely (as circumstances dictate) as requested by the City.

The City may request the Contractor provide a proposal to complete a scope of work for select engineering projects as defined by the City. The scope of work will be defined as an Assigned Task Order that will establish the individual project scope, schedule, deliverables and cost. Task Orders will be negotiated and approved by the City Project Manager and Water Division Director.

- Project Task Orders: (1) Lump Sum Fee negotiated individually based on the contract rates, for each project and issued as a separate Purchase Order; or (2) Hourly Rate when the scope of services preclude reasonable estimates of time to complete. Contractor shall be required to submit detailed time records, documentation for other expenses, and such other evidence.
- The City will request a lump sum fee or hourly rate proposal for each project (Project Task Order). At its own expense, the Contractor shall visit the site and prepare a detailed lump sum or hourly rate (as applicable) proposal, based on the Contractor's contract rates, for accomplishing the work. Each proposal prepared by the Contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance criteria and delivery schedules. All proposals for Task Orders under this Agreement must reference the Agreement/Contract number on the proposal to confirm that the current contract rates were used in the preparation of the proposal. Proposals that include the Contractor's Terms and Conditions rather than those negotiated as part of the contract will not be accepted.
- Each Project Task Order will be reviewed and approved in writing by the City representative prior to Contractor initiating any work. The Contractor shall be responsible for conveying the information of Project Task Order to its employees, agents or subcontractors or sub-consultants. The Contractor shall be responsible for any work not expressly set out in any Project Order, but which may be reasonably implied for proper completion of the Project Order. The Project Task Order will clearly define the project schedule, meeting and reporting requirements.
- The Contractor shall not commence any work that has not been authorized by a written purchase order (or change order) executed by the Procurement Division and without a written Notice to Proceed from the City's representative (Project Manager). The Contractor assumes all risk and financial liability for any services rendered without such proper authorization.
- Should additional services be requested beyond the scope of any executed Purchase Order, adjustments to the contract amounts shall be negotiated and a change order issued authorizing the additional work.
- The Contractor's services shall be considered complete upon satisfactory completion and acceptance by the Owner's Representative of the services outlined in the Project Order.
- The successful Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all planning, design, drawings, specifications, reports and other services furnished by the Contractor or any employee, agent, or subcontractor of the Contractor under this Agreement. The Contractor shall without additional compensation, correct or revise any errors, omissions, or other deficiencies in his or his employee's, agent's or subcontractor's designs, drawings, specifications, reports and other services.

- The Contractor must acknowledge that approval by the City of drawings, specifications, reports and incidental engineering work or materials furnished under the scope of work shall not in any way relieve the Contractor of their responsibility for the technical accuracy and adequacy of the work. The Contractor shall be and remain liable in accordance with applicable law for all damages to the City caused by the Contractor.
- All work must be done by or under the direct supervision of engineers and surveyors registered to practice in New Mexico.

The City is under no obligation to expend any amount of this funding and expenditures will be incurred on an as-needed basis to complete projects on the City's direction.

Specific deliverables, milestones, tasks, time sensitive reporting, data, plans, designs and or any other professional services request generated will made a part of specific Task Orders the City may assign the Contractor upon after execution of this Professional Services Agreement.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates indicated in the attached Fee Schedule determined based on the personnel conducting specific SOW services and the hours indicated, and BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC., such compensation not to exceed two million dollars ($2,000,000.00) during the four-year contract term, excluding gross receipts tax. The New Mexico gross receipts tax 8.3125% levied on the amounts payable under this Agreement totaling one thousand sixty-six two hundred fifty dollars ($166,250.00), shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two million two hundred forty-nine thousand three hundred seventy-five dollars ($2,166,250.00) 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 those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered.

1) The City shall pa to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of five hundred thousand dollars ($500,000) per year for FY24, FY25, FY26 and FY27, based on the work performed. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($41,562.50) shall be paid by the City to the Contractor.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2027** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

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 Agreement. 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 Agreement or assign any claims for money due or to become due under this Agreement 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 Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement 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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 13 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 13 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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 Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in 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. Penalties for violation of law.

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

17. 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. Contractor shall maintain Workers' Compensation insurance with statutory limits and Employer's Liability insurance with limits not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be specifically endorsed with a waiver of subrogation in favor of the City of Santa Fe their officials, officers, employees, and agents. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be 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 for all owned non-owned or hired automobiles used in the performance of services under this agreement.

C. Contractor shall procure and maintain all insurance required by applicable laws and shall provide the coverages and limits referenced herein. The insurance coverages and limits listed herein shall be considered ~~a~~ minimum requirements. No representation is made that these minimum insurance requirements are sufficient to cover the obligations of Contractor under this Agreement, nor are they intended to limit Contractor's indemnification obligations hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Prior to the commencement of services under this Agreement, Contractor shall furnish the City with Certificate(s) of Insurance, along with the required applicable endorsements, evidencing the coverage and limits required herein. Acceptance of Contractor's Certificates of Insurance by the City does not relieve Contractor of the insurance requirements herein, nor decrease the liability of Contractor under this Agreement. 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.

E. **Claims-Made Coverage.** If any coverage is maintained on a claims-made basis (excepting Commercial General Liability which shall be written on an occurrence basis), the following shall apply:

(a) The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.

(b) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.

(c) 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 of the contract, Contractor must purchase an extended reporting period for a minimum of three (3) years after completion of the contract services.

22. 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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. 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 Agreement, caused by the negligent act, error or omission, misconduct, 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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.

A. **Claims Handling.** City shall tender any claim to Contractor within thirty (30) days of City receiving notice of the claim for which City may seek indemnity from Contractor as set forth hereinabove. Upon such notification, Contractor shall elect to defend such claim, with counsel of Contractor's choice. Contractor may settle any such claim as Contractor deems best, provided that Contractor consults with the City prior to such settlement. Contractor shall pay any settlement sum Contractor negotiates or satisfy any finding of liability as against Contractor as the result of Engineer's defense of such claim(s) and in doing so Contractor satisfies all indemnity obligations owed to City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

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

26. Enforcement of Agreement.

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

27. Notices.

Any notice required to be given to either party by this Agreement 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:
Jonna Leigh Stack
City of Santa Fe Water Division
801 W. San Mateo
Santa Fe, NM 87515

To the Contractor:
Gregory Gates, PE
Hazen and Sawyer
100 Sun Ave NE, Suite 206
Albuquerque, NM 87109
505-259-1679 (mobile) | 505-217-7153 (office)
ggates@hazenandsawyer.com|

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

29. Merger.

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

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. 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.

33. **Existing Contract.**

In accordance with NMSA 13-1-129 of Procurement Code Contractors are hereby notified that other government entities within the State of New Mexico, or as otherwise allowed by their respective governing directives, may contract for the goods or services included in this procurement document with the awarded contractor. Contractual engagements accomplished under this provision shall be solely between the awarded vendor and the contracting government entity with no obligation by the City of Santa Fe.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: Aug 14, 2023

CONTRACTOR: Hazen and Sawyer

TITLE: Vice President,
Water Resources Practice Lead

DATE: 7/13/2023

CRS# 03-405247-00-0

Registration # 19-00155538

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 08/09/2023 XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 13, 2023 09:34 MDT)

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Aug 14, 2023 17:48 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#.

City of Santa Fe, New Mexico
Memorandum

DATE: July 7, 2023

TO: Governing Body
Finance Committee
Public Works and Utilities Committee

VIA: John Dupuis, Public Utilities Department Director JD
Jesse Roach, Santa Fe Water Division Director JR

FROM: Jonna Leigh Stack, Project Administrator JLS
JLS

ITEM AND ISSUE:

Santa Fe Water Division Request for Approval of the four-year on-call engineering services Professional Services Agreement with Hazen and Sawyer for Capital Improvements Program (CIP) projects in the amount of $2,166,250; Request for Approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of $2,166,250. Jonna Leigh Stack, jlstack@santafenm.gov, 505-955-4206

BACKGROUND AND SUMMARY:

The Santa Fe Water Division solicited proposals through a competitive bid process for an engineering firm to assist the WD with water resource management and planning, and with other engineering expertise to assist the WD in meeting CIP goals. The WD reviewed Hazen and Sawyer's (Hazen) proposal in response to the posted Request for Proposals and determined Hazen met all of the WD's needs. Hazen was the only engineering firm to provide a proposal for consideration and the WD finds it unnecessary to repost a solicitation as our experience with Hazen, and the proposal, both show this engineering firm provides exceptional work.

The WD has over $100 million worth of CIP projects planned over the next five years. This level of expenditure is considerably higher than previous five-year periods due to several large projects including rehabilitation of our two watershed reservoir dams, and design and construction of the San Juan Chama Return Project Pipeline. Support from on-call engineering firms has been critical to the success of the WD and will be especially critical over the proposed contract term. On-call engineering firms provide important expertise and support and Hazen's work would include the following.

- Water resource supply and demand management that involves water budget analyses; water level monitoring; stream gaging and seepage studies; surface and groundwater interaction; and evapotranspiration calculation
- Drought management; new source of supply evaluations; system resiliency; supply and demand forecasting
- Water distribution and storage
- Wellfield and groundwater sustainability analyses
- Water budget and geohydrologic modeling analyses
- Compliance, litigation and permitting support
- Water utility management and engineering support
- Construction and project management
- Engineering design and critical third-party review throughout CIP project lifecycles

PROCUREMENT METHOD:

RFP 23/59/P, On-call Engineering Services for Water Resources Management and Planning

CONTRACT NUMBER:

Munis contract number is 3204162

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Water Enterprise Fund/500
Munis Org Name/Number: 5050395
Munis Object Name/Number: 572960

ACTION REQUESTED:

The Public Utilities Department respectfully requests your review and approval of the PSA with Hazen for on-call engineering technical services in the amount of $2,166,250 and approval of a BAR/Increase from the Water Enterprise Fund Cash Balance in the amount of $2,166,250.

Log # {Finance use only}:	
Batch # {Finance use only}:	

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

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	7/7/2023

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Professional Services	5050395	572960	WTR190501	2,166,250	
Cash Balance for FY 25					
				2,166,250	
REVENUES				{enter as negative #}	{enter as positive #}
				$ 2,166,250	$ -

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

On Call engineering services for Water Analysis

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(2,166,250)
TOTAL:	(2,166,250)

Jessica Chavez — 7/7/2023
Prepared By {print name} — Date

Division Director Signature {optional} — Date

John Dupuis
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins
Andy Hopkins (Jul 10, 2023 13:46 MDT) — Jul 10, 2023
Budget Officer — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED TO NAME AS AN ADDITIONAL INSURED IN A WRITTEN CONTRACT OR AGREEMENT PROVIDED THAT THE INJURY OR DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT. A PERSON OR ORGANIZATION IS INCLUDED AS AN ADDITIONAL INSURED UNDER THIS ENDORSEMENT ONLY FOR THAT TIME PERIOD REQUIRED BY THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: HAZEN AND SAWYER DPC
DBA: HAZEN AND SAWYER DPC

Business Location: 100 SUN AVE NE STE. 206
ALBUQUERQUE, NM 87109

Owner: HAZEN AND SAWYER DPC

License Number: 224218

Issued Date: February 07, 2023

Expiration Date: February 07, 2024

CRS Number: 03-405247-00-0

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

HAZEN AND SAWYER DPC
498 7TH AVE 11TH FL
NEW YORK CITY, NY 10018

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 16 2/7/2020

HAZE&SA-01 KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/7/2023

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Casualty Co of Reading, PA A(XV) — 20427 INSURER B : Continental Insurance Company A(XV) — 35289 INSURER C : Continental Casualty Company (CNA) A, XV — 20443 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 X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			7036845683	3/29/2023	3/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7036845635	3/29/2023	3/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded	$ 1,000,000 $ $ $ $ 1,000
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			7036845649	3/29/2023	3/29/2024	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7036845652	3/29/2023	3/29/2024	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
C	Professional Liab.			AEH008231489	3/29/2023	3/29/2024	Per Claim/Aggregate	1,000,000

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

Re: PSA # 19-0235

City of Santa Fe, New Mexico is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and

Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
City of Santa Fe, New Mexico Water Division Director 801 W. San Mateo Santa Fe, NM 87505	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

ACORD 25 (2016/03)

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Hazen Sawyer

Procurement Title: RFP 23/59/P

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

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

Department Requesting Public Utilities Staff Name Jonna LeighStack

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Jonna Leigh Stack Program Admin

Department Rep Printed Name (attesting that all information included) | Title | Date

JoAnn Lovato Montaño | Contracts Supervisor | Jul 19, 2023

Purchasing Officer (attesting that all information is reviewed) | Title | Date

ITT Representative (attesting that all information is reviewed) | Title | Date

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

City of Santa Fe

Summary of Contracts, Agreements, Amendments & Leases

All fields to be completed by department:

1. Munis Contract: 3204162 Procurement # (RFP/ITB If any): 23/59/P

Contractor: Hazen Sawyer

Description: Professional Services Agreement for on-call engineering services with water reources management and planning expertise

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: July 1, 2023 Term End Date: July 1, 2027

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

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

3. **Procurement History:**

JoAnn Lovato Montaño — Jul 19, 2023

Purchasing Officer Review: Date:

Comment & Exceptions: Procured via RFP 23/59/P

4. **Funding Source:** Water Enterprise Fund 500` **Org / Object:** 5050395.572960

Andy Hopkins — Jul 10, 2023

Andy Hopkins (Jul 10, 2023 13:46 MDT)

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: jessica chavez Phone # _____

Email: jjchavez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

Item #: _____
Munis Contract #: 3204162
Original Contract Item #: 23-0516
RFP #: 2359-P

CITY OF SANTA FE
AMENDMENT No. 1 TO
Professional Services Contract
ITEM #23-0516

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated August 14, 2023 the ("Contract"), between the City of Santa Fe (the "City") and Hazen & Sawyer (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 professional engineering services.

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 all for payment of services based on available budget so that Article 3, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rates indicated in the attached Fee Schedule based on the personnel conducting specific SOW services and the hours indicated, and BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC. Such compensation is based on available budget and is not to exceed eight million dollars ($8,000,000.00) including GRT, throughout the four-year term of the contract.

Article 3 paragraph B subparagraph 1 of the Contract is removed in its entirety.

2. 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.

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:

_____
MAYOR ALAN WEBBER

DATE _____

CONTRACTOR: Hazen & Sawyer

Greg Gates (Mar 19, 2025 13:57 PDT)
Greg Gates

Vice President
TITLE:

DATE Mar 19, 2025

CRS# 03-405247-00-0

Registration # 19-00155538

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 19, 2025 15:03 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER A : Continental Casualty Company (CNA) A, XV	20443
	INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
	INSURER C : Continental Insurance Company A(XV)	35289
	INSURER D : American Casualty Co of Reading, PA A(XV)	20427
	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 X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			7036845683	3/29/2025	3/29/2026	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			7036845635	3/29/2025	3/29/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded	$ 1,000,000 $ $ $ $ 1,000
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			7036845649	3/29/2025	3/29/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		7036845652	3/29/2025	3/29/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab.			AEH008231489	3/29/2025	3/29/2026	Per Claim/Aggregate	1,000,000

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

RE: CONTRACT #19-0235, ON-CALL ENGINEERING SERVICES FOR THE CITY

The City of Santa Fe, NM is included as additional insured with respect to General Liability, Automobile Liability and Umbrella Liability when required by written contract. General Liability, Automobile Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Umbrella Liability and
Workers Compensation policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers Liability coverage. 30-day Notice of
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe, NM
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

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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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Hazen and Sawyer 498 Seventh Avenue New York, NY 10018
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

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3204162 amendment 1 memo

Final Audit Report 2025-04-10

Created:	2025-04-10
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwkfba4pGlYdnmq3cApXrdRf68Alglndv

"3204162 amendment 1 memo" History

Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2025-04-10 - 5:32:02 PM GMT- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-04-10 - 5:36:07 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-04-10 - 6:23:47 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-04-10 - 6:24:12 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-04-10 - 6:24:17 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-04-10 - 7:38:39 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-04-10 - 7:45:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-04-10 - 7:45:10 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-04-10 - 11:37:38 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-04-10 - 11:45:37 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2025-04-10 - 11:45:37 PM GMT

CITY OF SANTA FE

Date: **April 21, 2025**

To: **Governing Body**

Via: **Jesse Roach, Interim Public Utilities Director** JR
Regina Wheeler, Public Works Director RW

From: Michael Dozier, Wastewater Division Director MD

Subject: **Paseo Real Improved Wastewater Treatment Plant**

ACTION:
Request for Approval of the Grant Agreement with the New Mexico Environment Department in the Amount of $1,600,000 for the Capital Project SAP 24-I2455-GF for Repair and or Replacement of the Regional Wastewater Treatment Plant with a Reversion Date of June 30, 2028. (Michael Dozier, Wastewater Division Director; mldozier@santafenm.gov)

1. Request for Approval of the Memorandum of Understanding with North Central New Mexico Economic Development District for Fiscal Agent Services related to Capital Project SAP 24-I2455-GF.

2. Request for Approval of a Budget Amendment Resolution to Allocate $1,584,000 from the Capital Appropriation Grant SAP 24-I2455-GF for the Wastewater Treatment Plant to FY25 Wastewater Revenue and WIP Construction. with $16,000 withheld for AIPP

BACKGROUND AND SUMMARY:
The original Paseo Real Wastewater Treatment Plant, constructed in 1961, is experiencing increased operational and maintenance costs due to aging equipment and technology. This grant will support the Public Utilities Department to repair, design and construct improved wastewater treatment Plant.

FUNDING SOURCE: New Mexico Department of Finance and Administration
Fund Name/Number: WWM / 500
Munis Org Name/Number: WWM CIP / 5000375
Munis Revenue Object Name/Number: NM DFA / 490190
Munis Expenditure Object Name/Number: WIP Construction / 572970
Project Ledger Number: WWD2550002

ATTACHMENTS:
Grant Agreement SAP25-I2455-GF
Memorandum of Understanding with NCNMEDD (included in the Grant Agreement)
BAR
Project Ledger Request Form

PROCUREMENT METHOD:
This is a Grant Agreement. No procurement required.

Chief Procurement Officer Approval: n/a **Date:**
Comment/Exceptions:

Supporting Information:

CONTRACT NUMBER:
Grant Agreement # SAP24-I2455-GF

$$$$$ SOURCE/REVENUE: ☐Expense ☒Revenue
If the project is grant funded? List grant award number*: SAP24-I2455-GF*

Grant Manager / Accounting Officer Approval: Erika Lujan **Date:**
Erika Lujan (Apr 24, 2025 08:34 MDT)
Comment/Exceptions:

Project Ledger #: WWM2550002

Budget Officer Approval: n/a **Date:**
Comment/Exceptions:

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):
☐Yes | ☒ No
 # (if known):

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement
Please explain: NA

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

Project Ledger #: WWM2550002

Anticipated length of project: grant reverts 6/30/2028

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

Department Approvals:
IT Components: ☐ **Yes | ☒ No**

Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

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

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
CAPITAL APPROPRIATION PROJECT
City of Santa Fe
SAP 24-I2455-GF

THIS AGREEMENT between the New Mexico Environment Department hereinafter called the "Department" or NMED, and City of Santa Fe hereinafter called the "Grantee" becomes effective on the date signed by the NMED.

RECITALS

WHEREAS, in the Laws of 2024, Chapter 66, Section 20, Subsection 101 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

SAP 24-I2455-GF $1,600,000.00 APPROPRIATION REVERSION DATE: June 30, 2028

Laws of 2024, Chapter 66, Section 20, Subsection 101, One Million Six Hundred Thousand Dollars, ($1,600,000.00), from the General Fund to acquire land for and to plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for Santa Fe in Santa Fe county;

The Grantee's total reimbursements shall not exceed One Million Six Hundred Thousand Dollars, $1,600,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ($16,000.00)[1], if

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

applicable, One Million Five Hundred Eighty Four Thousand Dollars, $1,584,000.00 (the "Adjusted Appropriation Amount").
In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

   a. must be approved by the applicable oversight entity (if any) in accordance with law; or
   b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third-party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third-Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. The Grantee acknowledges and agrees that if it chooses to enter into a Third-Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third-Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee designates the person(s) listed on their Resolution of Signatory Authority as their representatives with all matters concerning this Agreement.

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

NMED Program Administrator
NMENV-cpbsap@state.nm.us
505-670-3583
505-670-3615

NMED Project Manager
Name: Stephanie DuBois
Email: stephanie.dubois@env.nm.gov
Telephone:505-222-9568

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended, and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or
(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
(iii) Termination for violation of the terms of this Agreement; or
(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

If the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee a minimum of thirty (30) days' written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

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

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department:

(i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was ~~a~~approved as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor; or

(ii) No more than twenty (20) days from date of Early Termination; or

(iii) For reverting projects, no more than twenty (20) days after June 30 reversion unless advised in writing differently.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to the Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third-Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be

required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred because of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe or the New Mexico Environment Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a New Mexico Environment Department Grant Agreement. Should the New Mexico Environment Department early terminate the grant agreement, the City of Santa Fe may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor.
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement.
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance.
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

_____
Entity Name

_____
Signature of Official with Authority to Bind Grantee

By: _____
(Print Name)

Its: _____
(Title)

_____
Date

New Mexico Environment Department

_____
Bureau Chief, NMED Construction Programs Bureau
Signed pursuant to the February 19, 2024 Secretary of Environment Delegation Order

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Jan 15, 2025 15:40 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

Exhibit 1 – Request for Payment
Not for NMED use. NMED Disbursement Form is below.

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information
(Make sure information is complete & accurate)

A. Grantee: _____
B. Address: _____
(Complete Mailing, including Suite, if applicable)
_____
City, State, Zip
C. Contact Name/Phone #: _____
D. Grant No: _____
E. Project Title: _____
F. Grant Expiration Date: _____

II. Payment Computation

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

H. ☐ GF ☐ GOB ☐ STB *(attach wire if first draw)*
I. ☐ Final Request for Payment *(If Applicable)*

III. Fiscal Year : 2024 (July 1, 2023-June 30, 2024)
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

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

(State Agency Use Only)

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

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

Division Fiscal Officer	Date	Division Project Manager	Date

September 2014

Exhibit 2 – Notice of Obligation

Not for NMED Use, Contact Project Manager

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Project Manager

FROM: Grantee Entity: _____

Official Representative: _____ _____
Signature

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Project Manager

Signature: _____

Date: _____

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

New Mexico Environment Department (NMED)
Capital Appropriations Certification Document
Article IX. A. (ii) and (iii)
FA--SANTA FE PASEO REAL WWATER TRTMNT FCLTY CONSTRUCT - SAP 24-I2455-GF

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than five (5) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

Rev. May 2024		NEW MEXICO ENVIRONMENT DEPARTMENT			
		CONSTRUCTION PROGRAMS BUREAU			

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

A. NAME OF ENTITY		C. DISBURSEMENT REQUEST NUMBER	
B. PROJECT NUMBER		D. GRANT AMOUNT	

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees								
Other Professional								
Service Fees								
Inspection Fees								
Property Acquisition								
Construction Cost								
Planning Cost								
Equipment								
Other Costs (specify)								
Contingencies								
TOTAL								

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.		Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.	

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
Resolution Number

Whereas, the **Governing Body** of **the City of Santa Fe in Santa Fe** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 24-I2455-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Alan Webber, Mayor or successor is authorized to sign the Grant Agreement for this project, and

Jesse Roach, Interim Utilities Director and Felicity Fonseca, NCNMEDD, Contracted Fiscal Agent or successor are the OFFICAL REPRESENTATIVE(S) who are authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Requests for Payment and to act as the project contact), and

David Chapman, Grant Administrator, or successor is the Capital Projects Monitoring System (CPMS) contact who is designated to update the CPMS database monthly per Article VIII. A. of the Intergovernmental Grant Agreement.

David Chapman. Grant Administrator successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: ____

Name, Mayor/ Chairperson/ Director/ Officer, Title, Community/ Utility

_____ _____

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk)

Name of Grantee: City of Santa Fe Project Number: SAP 24-I2455-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Alan Webber	Name	
Title	Mayor	Title	
Signature		Signature	
Address	PO Box 909, Santa Fe, NM	Address	
	87501		
Email	mayor@santafenm.gov	Email	
Phone	505-955-6590	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Jesse Roach	Name	Felicity Fonseca
Title	Interim Public Utilities Director	Title	NCNMEDD, Contract Fiscal Agent
Signature		Signature	Felicity Fonseca Felicity Fonseca (Mar 14, 2025 10:36 MDT)
Address	801 San Mateo Rd., Santa Fe NM	Address	3900 Paseo Del Sol, Santa Fe, NM
	87505		87507
Email	jdroach@santafenm.gov	Email	felicityf@ncnmedd.com
Phone	505-955-4309	Phone	505-356-9098
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
Email		Email	
Phone		Phone	
Designated Agent or Employee that will make monthly CPMS updates			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	DAVID A. CHAPMAN DAVID A. CHAPMAN (Mar 12, 2025 11:13 MDT)	Signature	
Address	737 Agua Fria St. Santa Fe, NM	Address	
	87501		
Email	dachapmant@santafenm.gov	Email	
Phone	505-955-6251	Phone	
Notice of Obligations (NOO's)			
Name	David Chapman	Name	
Title	Public Works Grant Administrator	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	737 Agua Fria St., Santa Fe, NM	Address	
	87501		
Email	dachapmant@santafenm.gov	Email	
Phone	505-955-6251	Phone	

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee and related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred **after** the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

D. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

E. All daily construction inspection reports shall be made available to the NMED upon request.

F. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee’s project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

ALTERNATIVE FISCAL AGENT
ATTACHMENT FA

STATE OF NEW MEXICO
ENVIRONMENT DEPARTMENT
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the New Mexico Environment Department, hereinafter called the "Department", and Santa Fe, City of, hereinafter called the "Grantee", by the North Central NM Economic Development District, authorized agent, hereinafter called "Fiscal Agent."
This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of (2024), Chapter (66), Section (20), Subsection (101), the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, the Grantee contracted with the Fiscal Agent for capital outlay fiscal agency services as set forth in Memorandum of Understanding, and

WHEREAS, the Grantee requests the Fiscal Agent act as the authorized agent for capital outlay projects awarded by the New Mexico legislature and administered by the Department.

WHEREAS, the Department recognizes, and will contract with the Grantee through its authorized agent, and

WHEREAS, the Department: successor agency, may enter into grants and contracts as appropriated by law.

MEMORANDUM OF UNDERSTANDING
BETWEEN
Santa Fe, City of (Grantee)

AND
North Central NM Economic Development District (Fiscal Agent)

This Memorandum of Understanding (MOU) confirms that the Grantee is working with the Fiscal Agent for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (NMED).

In accordance with the terms of the NMED Grant Agreement (Article X, B., (v)), the governing board of the Grantee will adopt a resolution "authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment." The resolution will also authorize the Fiscal Agent and a Fiscal Agent signatory authority.

The special appropriation grant agreement is:
SAP 24-I2455-GF, in the amount of One Million Five Hundred Eighty Four Thousand Dollars ($1,584,000.00), expiring 6/30/2028 and has been appropriated "to acquire land for and to plan, design, construct, purchase, repair, permit and improve a regional wastewater treatment plant for Santa Fe in Santa Fe county;"

It is mutually agreed that the Grantee will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that the Fiscal Agent is authorized to act for the Project, and will be responsible for administration, procurement, and payments related to the project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

_____

Signature of Official with Authority to Bind Grantee

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

_____

Date

FISCAL AGENT:

Monica Abeita

Monica Abeita (Mar 17, 2025 18:56 MDT)

_____

Signature of Official with Authority to Bind Fiscal Agent

By:_____

(Type or Print Name)

Its:_____

(Type or Print Title)

Mar 17, 2025

_____

Date

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

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Kevin L. Nault

Kevin L. Nault (Jan 15, 2025 15:40 MST)

ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

_____

EMILY OSTER, FINANCE DIRECTOR

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities / Wastewater	12/10/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction - WW Treatment Plant	5000375	572970	WWD2550002	1,584,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMED - SAP 24-I2455 GF WW Treatment Plant	5000375	490190	WWD2550002	(1,584,000)	
				$ -	$ -

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

Agreement with NM Enviroment Department to construct and improve the regional wastewater plant, in the total amount of $1,584,000 (net of 1% AIPP deduction). Term 06/30/2028 (NMED SAP 24-I2455-GF)

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

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

Linda MacAllister — 4/21/2025
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Apr 22, 2025
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 12/10/2024

Project Title: WW Treatment Plant

Project Type: ☑ CIP ☑ Grant ☐ Internal Tracking

Project ID: WWD2550002
Grant ID: S2548
Approved By: Erika Lujan (Dec 12, 2024 13:55 MST)
Entered By: CMT (Finance Use Only)

Department: Public Utilities Project Manager: Fred Heerbrandt Ext: 4623

Project Date Range: 12/10/2024 to 06/30/2028 ☑ Create Fixed Asset

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

Funding Source: NMED SAP 24-I2455-GF % of Funding: 100% (less 1% AIPP)

MUNIS ORG: 5000375 MUNIS OBJ: 490190 Awarded Amount: $1,584,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

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

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

Phase: Design MUNIS ORG: 5000375 MUNIS OBJ: 572960

Phase: Construction MUNIS ORG: 5000375 MUNIS OBJ: 572970

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Contract number: _____ Comments/Other:

GRANTS ONLY:

Grantor Name: NMED SAP 24-I2455-GF Awarded Amount: 1,600,000.00(-AIPP)

AR Charge Code: 5000375.490190 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700004 Federal CFDA (if applicable): N/A

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

Signature: Regina Wheeler
Regina Wheeler (Apr 21, 2025 18:15 MDT)

Email: rawheeler@santafenm.gov

CITY OF SANTA FE

Date: April 22, 2025

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Apr 23, 2025 12:14 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager RGM

ACTION:
Request Approval of a Budget Amendment Resolution (BAR) to Allocate Road Impact Fees in the Total Amount of $195,258 to Complete Streets WIP Design for the Henry Lynch Reconstruction Project (Romella Glorioso-Moss, Complete Streets Capital Project Manager, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:
The engineering design of Henry Lynch Road Reconstruction Project began in 2022 with funding from the New Mexico Department of Transportation (NMDOT) via its Transportation Project Fund Program for $450,000. At the first public meeting conducted in 2022, the residents voiced concern about the poor drainage system causing regular flooding particularly at La Paz Subdivision. However, the NMDOT funding is only for roadway design. An additional $195,258 is needed to address poor drainage system. The roadway design is approaching 60% completion by end of May. The City has applied for construction funding from NMDOT for $2.5M.

This project is included in the Impact Fee Capital Improvement Plan and is eligible for use up to $3.1M of road impact fees.

The funding source is: Road Impact Fees
Fund Name/Number: CIP/Fund 232
Munis Org Name/Number: CIP ORG 3309980
Munis Expenditure Object Name/Number: WIP Design/572960
Munis Revenue Object Name/Number: Roadways/Trails CIP/2320471
Project Ledger Number: ST193300D

ATTACHMENTS:
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 / Streets Roadways	4/21/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP DESIGN - Henry Lynch Reconstruction	3309980	572960	ST193300D	195,258	
Capital Transfer Out to 330 Roadways/Trails CIP	2320471	760330		195,258	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer in from 232 Impact Fees	3309980	660232		(195,258)	
				$ 195,258	$ -

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

Additional funding needed to complete the engineering design for the Henry Lynch Reconstruction project from Impact Fees, approved per Resolution 2020-50 Table 80.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	(195,258)
TOTAL:	**(195,258)**

De Alva Calabaza — Prepared By *{print name}* — 4/21/2025 Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Apr 23, 2025 12:14 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

Memorandum

DATE: April 18, 2025

TO: Budget Director, Public Works and Utilities Committee, Finance Committee, Governing Body

FROM: William Schneider, Water Division Water Resource Coordinator WS

VIA: Jesse Roach, Public Utilities Department Interim Director JR

RE: BAR

ITEM AND ISSUE:

The Public Utilities Department, Water Division requests approval of a Budget Adjustment Resolution (BAR) in the amount of $255,722.00 from the Water Cash Fund to pay the Department of Interior, US Bureau of Reclamation for the City of Santa Fe Water's annual operations, maintenance and replacement (OM&R) costs for the San Juan Chama Project (SJCP).

BACKGROUND AND SUMMARY:

As set forth in San Juan Chama Project (Project) Contract No. 7-50-X089U with Department of Interior, US Bureau of Reclamation, the City is obliged to reimburse 5.436% of total OM&R costs, which is based on the pro rata amount of the City's SJCP allotment. The Project was constructed in the early 1970s and is undergoing significant upgrades and replacement efforts to critical infrastructure as outlined in the USBR Annual OM&R Report, as well as the SJCP Contractors Asset Management Plan. Over the next 5 years, the USBR and SJCP Contractors will oversee engineering design and construction of the Azotea Outlet Drop Structure, the Blanca Diversion, and SCADA systems.

CONTRACT NUMBER:

Munis contract number is 3201844.

FUNDING SOURCE:

Move Funds From:
Water Enterprise Cash Fund 505

Move Budget To:
Munis Org Name/Number: Water Conservation/5050382
Munis Object Name/Number: Service Contracts/510310

REQUESTED ACTION:

The Water Division respectfully requests your review and approval.

ATTACHMENTS:

1. Budget Amendment Request (BAR)

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities Department / Water Division	4/16/2025

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water Conservation, Service Contracts	5050382	510310		255,722	
REVENUES				*{enter as negative #}*	*{enter as positive #}*

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

The cost of operations, maintenance and replacement conducted by the DOI, US Bureau of Reclamation related to the San Juan Chama Return Flow Pipeline project has increased. Please refer to attached memo. This increase was not anticipated at the time of creating the FY 24-25 budget.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	255,722
TOTAL:	**255,722**

Jonna Leigh Stack for William Schneider — 4/16/2025
Prepared By *{print name}* — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Apr 22, 2025
Budget Officer — Date

Division Director Signature *{optional}* — Date

Apr 22, 2025
Interim Dept. Director Signature, Jesse Roach — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Signature: WILLIAM SCHNEIDER
WILLIAM SCHNEIDER (Apr 22, 2025 08:48 MDT)

Email: whschneider@santafenm.gov

Memo w BAR_USBR Increase_4-18-25

Final Audit Report 2025-04-22

Created:	2025-04-22
By:	Jonna Stack (jlstack@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfu4CTNHIErv74EAawCAW7Qq88g1FwE4I

"Memo w BAR_USBR Increase_4-18-25" History

Document created by Jonna Stack (jlstack@santafenm.gov)
2025-04-22 - 1:02:56 AM GMT- IP address: 63.232.20.2

Document emailed to WILLIAM SCHNEIDER (whschneider@santafenm.gov) for signature
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Document e-signed by WILLIAM SCHNEIDER (whschneider@santafenm.gov)
Signature Date: 2025-04-22 - 2:48:02 PM GMT - Time Source: server- IP address: 4.36.133.234

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2025-04-22 - 2:48:03 PM GMT

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2025-04-22 - 9:38:19 PM GMT- IP address: 104.47.64.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2025-04-22 - 9:38:39 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-04-22 - 9:38:40 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-04-22 - 10:47:05 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-04-22 - 10:47:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2025-04-22 - 10:47:36 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

Date: April 21, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director Regina Wheeler (Apr 21, 2025 15:08 MDT)

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager

Subject: Amendment #1 to On-Call Construction Contract 23-0223

Vendor Name: JDR and Associates, LLC.

Munis Vendor Number: 9248

ITEM AND ISSUE:
Request for Approval of Amendment No. 1 to Construction Contract Item 23-0223 with JDR and Associates, LLC. to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

CONTRACT NUMBER:
The Munis contract number is 3204006.

BACKGROUND AND SUMMARY:

On May 14, 2023, the Governing Body approved on-call construction contracts with JDR and Associates, LLC. and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

This amendment adjusts the pricing on the contract as provided for in Article 2, paragraph D "Escalation/Reduction Clause" which allows the contractor, at the time of contract renewal, to adjust pricing not to exceed 10% annually. Based on the contractor's request and verification by staff of increased costs for paving and concrete projects as published by NMDOT, prices will increase by 20%, cumulative for 2 years since contract establishment. The amendment also allows for adjusting pricing for changes in law such as tariffs that could affect costs.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. Staff requests quotes from multiple contractors for each project and Contractors may quote pricing that is lower than the contract price list.

This amendment also extends the contract through May 2026 and modifies the term to allow for extensions up to 10 years in accordance with NMSA 1978, Sections 13-1-150 through 152.

ATTACHMENTS:
Amendment #1
Price Increase Justification Letter
Original contract packet
COI

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:** 04/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB **- ITB#23/48/B**

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/25/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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: TBD

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

Comment/Exceptions: _____

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

Project Ledger Number: TBD

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

Comment/Exceptions: _____

April 11, 2025

City of Santa Fe
200 Lincoln Ave.
Santa Fe, New Mexico 87501

RE: ITB#23/48B- On Call; Roadway and Trails Construction

To Whom It May Concern:

JDR & Associates, LLC. proudly accepts the 20% increase for the above reference On-Call Project: ITB#23/48B, Roadway and Trails Construction.

Please see below a list of key vendors JDR uses. Attached you will find their justification of current percentage increases in the cost of material.

1. Vulcan Material Company
2. R.L. Leeder
3. Road Runner RediMix
4. Santa Fe Steel
5. RoadSafe Traffic Control and Striping
6. DelKia
7. Byxbee

In addition to the above please see the prevailing wage increase from 2023 to 2025, Type A rates. There is an approximate 15% increase per trade classification - which includes a labor increase of 11% and a Labor Burden increase of 4%. Please see attached documentation from NM Work Force Solution.

It is an honor doing business with the City of Santa Fe, and we look forward to continuously providing our City with excellent craftsmanship, and professionalism for each project according to schedules in a timely manner.

Sincerely
Donald R. Garcia
President/Owner

Gmail

davida garcia <subcontractorbilling.jdr@gmail.com>

Price increases

1 message

Richard Mares <richard@santafesteel.com>
To: subcontractorbilling.jdr@gmail.com

Tue, Apr 8, 2025 at 3:05 PM

Dear JDR & Associates, LLC,

As a valued customer and in good faith we would like to share our yearly price increase of 20% allowing you to stay informed of our current price increases.

Sincerely

Richard Mares
Project Manager
Santa Fe Steel Inc.
505-310-2568

Vulcan
Materials Company

November 10, 2023

To: Vulcan Materials Customers
Albuquerque/Santa Fe, New Mexico

RE: 2024 Aggregate and HMA Pricing

Vulcan Materials is grateful for our business partnership with your company and the trust you have put in Vulcan to deliver the highest quality construction aggregates and hot mix asphalt in our markets.

In order for you to effectively plan for next year, the following increases in construction aggregate products will go into effect January 1, 2024.

Aggregate Products	**+10%**
All Hot-Mix Asphalt Mixes	**+$3.00**

(Asphalt pricing will also move in relation with our monthly Liquid Asphalt Binder pricing)

We appreciate your continued loyalty to Vulcan Materials and look forward to servicing your material needs in 2024. The above pricing will be good through June 2024. We will continue to hold pricing for projects with active purchase orders. If you have any questions concerning the new pricing, call your Vulcan Sales Representative.

Sincerely

Greg McClendon
Vice President of Sales
Western Division – AZ/NM

MOUNTAIN WEST
2526 E UNIVERSITY DRIVE | PHOENIX AZ 85034-6727 | 602-254-8465

RL Leeder
company
Building the Roads for the 21st Century!

P.O. Box 15147
Santa Fe, New Mexico 87592
Voice: 505.473-1360 Fax: 505.473-0141

To whom it may concern:

Due to material price increases, RL Leeder had to adjust the price of asphalt for paving from $78 per ton in 2023 to $87 per ton in 2024 to the current price of $95 per ton in 2025. The same goes for Base Course at $19 per ton in 2023, $19 per ton in 2024, and the current rate of $20per ton in 2025.

Sincerely,
Sara Leeder
Office Manager
RL Leeder Co.
505-473-1360
sara@rlleeder.com

4601 PARADISE BLVD NW STE G
ALBUQUERQUE, NM 87114

P. 505.994.3830 F.505.994.3691
WWW.ROADRUNNERNM.COM

November 18, 2024

We hope this message finds you well. We want to take a moment to express our sincere appreciation for your continued support and loyalty to Roadrunner Redi-Mix. It has been our pleasure to serve you, and we look forward to continuing to meet your needs in the future.

As we strive to maintain the high quality of our products and services, we are faced with increased operational costs. In order to continue providing the level of service you expect and deserve, we will be implementing a price increase of $8.00 to $12.00 per cubic yard, effective January 1, 2025.

We understand that price changes can be challenging, and we want to assure you that this decision was not made lightly. This adjustment is necessary to ensure that we can continue to deliver the quality and reliability you have come to rely on.

We appreciate your understanding and support as we navigate these changes. If you have any questions or concerns regarding this price increase, please do not hesitate to reach out to us. Our team is here to assist you.

Thank you for your continued partnership. We look forward to serving you in the future.

Sincerely,

Roy Ballard

Roy Ballard

General Manager

Roadrunner Redi-Mix Inc.

New Mexico Department of WORKFORCE SOLUTIONS

TYPE "A" – STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2025

4%
28.13

Trade Classification	Base Rate	Fringe Rate
Cement Mason	20.52	7.61
Drywall Finisher/Taper	29.60	9.63
Glazier/Fabricator	22.25	7.40
Painter- Commercial	21.00	5.75
Paper Hanger	21.00	5.75
Plumber/Pipefitter	43.07	17.25
Soft Floor Layers	21.00	9.20
Bricklayer/Block Layer/Stonemason		
Bricklayer/Block layer/Stonemason	27.03	10.99
Bricklayer/ Block layer/Stonemason – Curry, DeBaca, Quay and Roosevelt counties	23.10	8.98
Bricklayer/ Block layer/Stonemason – Dona Ana, Otero, Eddie, and Lea counties	29.56	14.10
Carpenter		
Carpenter/Lather	30.89	13.26
Carpenter- Los Alamos County	37.39	14.18
Electricians- Outside Classifications: Zone 1		
Ground man	27.18	13.32
Equipment Operator	38.99	17.67
Lineman	49.25	20.82
Journeyman technician	45.86	19.97
Cable Splicer	50.46	21.11
Electricians-Outside Classifications: Zone 2		
Ground man	27.18	13.32
Equipment Operator	38.99	17.67
Lineman	49.25	20.82
Journeyman technician	45.86	19.97
Cable Splicer	50.46	21.11

Trade Classification	Base Rate	Fringe Rate
Electricians-Outside Classifications: Los Alamos County		
Ground man	27.95	13.34
Equipment Operator	40.11	17.70
Lineman	50.54	21.14
Journeyman technician	47.19	20.29
Cable Splicer	55.50	22.38
Ironworker		
Ironworker Journeyman	28.96	19.51
Probationary Ironworker	23.17	19.51
Laborers		
Group I – unskilled	17.39	7.51
Group II – semiskilled	17.39	7.51
Group III A skilled	18.89	7.51
Group IV – specialty	19.39	7.51
Operators		
Group I	23.00	6.95
Group II	24.00	6.95
Group III	25.50	6.95
Group IV	27.03	6.95
Group V	27.16	6.95
Group VI	27.41	6.95
Group VII	27.62	6.95
Group VIII	28.56	6.95
Group IX	37.81	6.95
Group X	42.19	6.95
Truck Drivers		
Group I-IX	20.55	9.40

NOTE: All contractors are required to pay SUBSISTENCE, ZONE, AND INCENTIVE PAY according to the particular trade. More information available at https://www.dws.state.nm.us/public_works.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the New Mexico Department of Workforce Solutions Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

274-0036

New Mexico Department of WORKFORCE SOLUTIONS

LABOR RELATIONS DIVISION
401 Broadway NE
Albuquerque, NM 87102
Phone: 505-841-4400
Fax: 505-841-4424

226 South Alameda Blvd
Las Cruces, NM 88005
Phone: 575-524-6195
Fax: 575-524-6194

WWW.DWS.STATE.NM.US

Wage Decision Approval Summary

1) Project Title: St. Michaels Pedestrian and Bike Project
Requested Date: 01/24/2025
Approved Date: 01/27/2025
Approved Wage Decision Number: SF-25-0238-A

Wage Decision Expiration Date: 05/27/2025

2) Physical Location of Jobsite for Project:
Job Site Address: Intersection of St. Michaels and Llano, 1700 St. Michaels
Job Site City: Santa Fe
Job Site County: Santa Fe

3) Contracting Agency Name (Department or Bureau): CITY OF SANTA FE
Contracting Agency Contact's Name: Jennifer Morrow
Contracting Agency Contact's Phone: (505) 469-6076 Ext.

4) Estimated Contract Award Date: 01/30/2025

5) Estimated total project cost: $500,000.00
a. Are any federal funds involved?: No
b. Does this project involve a building?: No
c. Is this part of a larger plan for construction on or appurtenant to the property that is subject to this project?: No
d. Are there any other Public Works Wage Decisions related to this project?: No
e. What is the ultimate purpose or functional use of the construction once it is completed?: To improve the intersection of the St. Michaels and Llano intersection for better pedestrian and bike mobility including ADA improvements and signal upgrades.

6) Classifications of Construction:

Classification Type and Cost Total	Description
Highway/Utilities (A) **Cost**: $500,000.00	Improvements to the St. Michaels and Llano intersection to improve pedestrian and bicycle mobility. Improvements include ADA ramps and signal upgrades.

New Mexico Department of WORKFORCE SOLUTIONS

TYPE "A" –
STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2023

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Block layer/Stonemason	24.46	8.81
Carpenter/Lather	27.73	12.14
Carpenter- Los Alamos County	33.18	13.58
Cement Mason	18.24	7.61
Drywall Finisher/Taper	25.82	8.40
Glazier		
Glazier/Fabricator	21.25	6.70
Delivery Driver	12.00	6.70
Painter- Commercial	18.25	8.50
Paper Hanger	18.25	8.50
Plumber/Pipefitter	38.63	14.55
Electricians- Outside Classifications: Zone 1		
Ground man	25.43	11.76
Equipment Operator	36.48	16.09
Lineman	46.09	18.52
Journeyman technician	42.92	17.73
Cable Splicer	47.22	18.81
Electricians-Outside Classifications: Zone 2		
Ground man	25.43	11.76
Equipment Operator	36.48	16.09
Lineman	46.09	18.52
Journeyman technician	42.92	17.73
Cable Splicer	47.22	18.81
Electricians-Outside Classifications: Los Alamos County		
Ground man	26.15	11.78
Equipment Operator	37.54	16.13
Lineman	47.29	18.82
Journeyman technician	44.15	18.04
Cable Splicer	51.93	19.98

25.85

Trade Classification	Base Rate	Fringe Rate	
Ironworker			
Ironworker Journeyman	28.05	18.30	0.60
Probationary Ironworker	22.44	18.30	0.60
Laborers			
Group I – unskilled	15.99	7.11	
Group II – semiskilled	15.99	7.11	
Group III – skilled	17.49	7.11	- 24,60
Group IV – specialty	17.99	7.11	
Operators			
Group I	21.35	6.74	
Group II	22.38	6.74	
Group III	22.49	6.74	✓ 29,23
Group IV	22.62	6.74	
Group V	22.73	6.74	
Group VI	22.94	6.74	
Group VII	23.12	6.74	
Group VIII	23.45	6.74	
Group IX	31.96	6.74	
Group X	35.65	6.74	
Soft Floor Layers	21.00	8.45	
Truck Drivers			
Group I-IX	19.00	9.10	

NOTE: All contractors are required to pay SUBSISTENCE, ZONE, AND INCENTIVE PAY according to the particular trade. More information available at https://www.dws.state.nm.us/public-works.

For more information about the Subsistence, Zone, and Incentive Pay rates, or to file a wage claim, contact the New Mexico Department of Workforce Solutions Labor Relations Division at (505) 841-4400 or visit us online at www.dws.state.nm.us.

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To:	JDR & Associates	**Contact:**	Gary Echeagaray
Address:	274 Dinosaur Trail	**Phone:**	(505) 471-5901
	Santa Fe, NM 87508 UNITED STATES	**Fax:**	
Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
		PAVEMENT ARROW, LEFT				
194	704719	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT ARROW, THRU	1.00	EACH	$100.000	$100.00
195	704720	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT MARKING WORD, ONLY	1.00	EACH	$145.000	$145.00
196	704728	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT MARKING, YIELD LINE A	1.00	LF	$16.350	$16.35
197	704734	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT MARKING, SHARROW SYMBOL	1.00	EACH	$285.000	$285.00
198	704738	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT WORD, YIELD	1.00	EACH	$145.000	$145.00
199	704754	REFLECTORIZED HOT THERMOPLASTIC MARKING, 4"	1.00	LF	$0.800	$0.80
200	704754A	REFLECTORIZED PREFORMED PATTERNED 380ies PAVEMENT STRIPE, 4"	1.00	LF	$4.150	$4.15
201	704762	REFLECTORIZED HOT THERMOPLASTIC MARKING, 12"	1.00	LF	$4.550	$4.55
202	704762A	REFLECTORIZED PREFORMED PATTERNED 380ies PAVEMENT STRIPE, 12"	1.00	LF	$13.150	$13.15
203	704764	REFLECTORIZED HOT THERMOPLASTIC MARKING, 24"	1.00	LF	$8.000	$8.00
204	704764A	REFLECTORIZED PREFORMED PATTERNED 380ies PAVEMENT STRIPE, 24"	1.00	LF	$20.350	$20.35
205	704765	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, THRU/RIGHT	1.00	EACH	$435.000	$435.00
206	704766	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, THRU/LEFT	1.00	EACH	$435.000	$435.00
207	704767	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, RIGHT	1.00	EACH	$370.000	$370.00
208	704768	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, LEFT	1.00	EACH	$370.000	$370.00
209	704769	REFLECTORIZED PREFORMED PATTERNED 380ies ARROW, THRU	1.00	EACH	$280.000	$280.00
210	704770	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, ONLY	1.00	EACH	$335.000	$335.00
211	704771	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, STOP	1.00	EACH	$335.000	$335.00
212	704774	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, XING	1.00	EACH	$335.000	$335.00
213	704775	REFLECTORIZED PREFORMED PATTERNED 380ies WORD, PED	1.00	EACH	$265.000	$265.00
214	704782	REFLECTORIZED PREFORMED PATTERNED 380ies SYMBOL, BIKEWAY	1.00	EACH	$265.000	$265.00
215	704784	REFLECTORIZED PREFORMED PATTERNED 380ies SYMBOL, SHARROW	1.00	EACH	$345.000	$345.00
216	704870	PLOWABLE REFLECTORIZED RAISED PAVEMENT MARKER, TYPE PH - 1 WAY AMBER	1.00	EACH	$11.500	$11.50

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To:	JDR & Associates	**Contact:**	Gary Echeagaray
Address:	274 Dinosaur Trail Santa Fe, NM 87508 UNITED STATES	**Phone:** **Fax:**	(505) 471-5901
Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
7	621000	MOBILIZATION FOR PAVEMENT MARKINGS - *ITEMS 185 - 216*	1.00	MILE	$6.250	$6.25
7	621000	MOBILIZATION FOR PERMANENT SIGNING - *ITEMS 173 - 175, 184*	1.00	MILE	$3.550	$3.55
7	621000	MOBILIZATION FOR STRIPING REMOVAL - *ITEMS 236 - 237*	1.00	MILE	$3.850	$3.85
9	702810	TRAFFIC CONTROL DEVICES FOR CONSTRUCTION - *PER ADDENDUM 1*	168.00	CDY	$355.000	$59,640.00
10	702811	TRAFFIC CONTROL DEVICES FOR PEDESTRIAN AND BICYCLIST - *PER ADDENDUM 1*	168.00	CDY	$95.000	$15,960.00
144	618000	TRAFFIC CONTROL MANAGEMENT (Major) - *INCLUDES UP TO TWO (2) TRAFFIC CONTROL PERSONNEL ONSITE*	1.00	CDY	$1,950.000	$1,950.00 79%
145	618000	TRAFFIC CONTROL MANAGEMENT (Minor) - *INCLUDES UP TO ONE (1) TRAFFIC CONTROL PERSONNEL ONSITE*	1.00	CDY	$975.000	$975.00] 19%
173	701000	PANEL SIGNS	1.00	SF	$24.500	$24.50
175	701030	REMOVE AND RESET PANEL SIGN	1.00	EACH	$165.000	$165.00
174	701100	STEEL POST & BASE POST FOR ALUMINUM PANEL SIGNS	1.00	LF	$10.950	$10.95
177	702000	CONSTRUCTION SIGNING	1.00	SF	$10.550	$10.55
178	702110	PORTABLE SIGN SUPPORT - *PER EACH UNIT, PER CALENDAR DAY*	1.00	EADY	$2.500	$2.50
180	702320	VERTICAL PANEL, TYPE BACK TO BACK - *PER EACH UNIT, PER CALENDAR DAY*	1.00	EADY	$3.250	$3.25
181	702610	PORTABLE CHANGEABLE MESSAGE SIGN - *PER EACH UNIT, PER CALENDAR DAY*	1.00	EADY	$185.000	$185.00
183	702710	MOBILE TRAFFIC SIGNAL SYSTEM - *PER TWO EACH HORIZON SQ3 UNITS, PER CALENDAR DAY*	1.00	EADY	$175.000	$175.00
184	703300	REFLECTIVE BARRIER DELINEATOR	1.00	EACH	$17.000	$17.00
185	704000	REFLECTORIZED PAINTED MARKINGS, 4" - *PRICE PER APPLICATION*	1.00	LF	$0.200	$0.20
186	704004	REFLECTORIZED PAINTED MARKINGS, 12" - *PRICE PER APPLICATION*	1.00	LF	$4.000	$4.00
187	704099	TEMPORARY PAINTED STRIPING, 4" - *PRICE PER APPLICATION, 15-17 Mils*	1.00	LF	$0.190	$0.19
188	704100	REMOVABLE MARKING TAPE, 4"	1.00	LF	$1.550	$1.55
189	704104	REMOVABLE MARKING TAPE, 12"	1.00	LF	$4.650	$4.65
190	704704	REFLECTORIZED HOT THERMOPLASTIC MARKING, 24"	1.00	LF	$8.000	$8.00
191	704716	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT ARROW, THRU/LEFT	1.00	EACH	$155.000	$155.00
192	704717	REFLECTORIZED HOT THERMOPLASTIC PAVEMENT ARROW, RIGHT	1.00	EACH	$105.000	$105.00
193	704718	REFLECTORIZED HOT THERMOPLASTIC	1.00	EACH	$105.000	$105.00

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To:	JDR & Associates	**Contact:**	Gary Echeagaray
Address:	274 Dinosaur Trail Santa Fe, NM 87508 UNITED STATES	**Phone:** **Fax:**	(505) 471-5901
Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
235	720060	VEHICULAR IMPACT ATTENUATOR UNIT, WORK ZONES - *PER EACH TL3 UNIT, PER CALENDAR DAY*	1.00	EADY	$80.000	$80.00
236	721000	REMOVAL OF PAVEMENT STRIPE	1.00	LF	$0.650	$0.65
237	721101	REMOVAL OF PAVEMENT MARKING	1.00	EACH	$120.000	$120.00

Notes:

- **THERE WILL BE A MINIMUM CHARGE OF $2,500 PER WORK ORDER FOR PAVEMENT MARKINGS AND A MINIMUM CHARGE OF $1,800 PER WORK ORDER FOR PERMANENT SIGNING.**
- SCOPE-CALENDAR DAY TRAFFIC CONTROL:
  - Proposal is bid on a calendar day rate - customer to plug in the amount of calendar days based on work order.
  - Unless otherwise noted our calendar daily rate will be charged for our equipment layout days, days to do equipment resets and equipment pick up days, during days of contractor non-work days while traffic control devices are on the project.
  - Customer is responsible to notify us when hazards inside the construction work zone(s) need to be barricaded for pedestrian and bicycle safety.
  - Proposal includes necessary sandbags, warning flags, warning lights on required devices.

  Traffic Control Excludes:
  - Off duty law enforcement, barrier wall, glare shielding, light towers, flagperson(s), pilot car or driver, 24/7 or double shift labor coverage.
- SCOPE PAVEMENT MARKINGS:
  - All pavement markings conform to City of Santa Fe and NMDOT specifications.
  - Customer to ensure that roadway is clean for placement of pavement markings and that all other construction activities are complete prior to Highway Supply beginning permanent striping operations.
  - Customer to provide stripe survey control points prior to Highway Supply arriving at job-site at 40' intervals maximum in white paint. $325.00 / hour will be charged to add control points if they are not layed out at 40' intervals. This rate applies to any stand-by time.

  Pavement Marking Excludes:
  - Multiple phasing for installation, standby time, traffic control, heavy sweeping, any cure removal, incidental striping or obliteration of, seal after obliteration, removal of chip seal tabs, contrast striping unless otherwise noted.
- SCOPE PAVEMENT MARKING REMOVAL:
  - Removal is quoted with waterblasting method.
  - Customer to provide on-site clean potable water source and disposal area for greywater and laitance.

  Removal Excludes:
  - Traffic Control, concrete joint seal protection, heavy sweeping, any pavement seal after removal operations.
- SCOPE PERMANENT SIGNING:
  - All permanent signing items conform to City of Santa Fe and NMDOT specifications.
  - Customer to ensure that roadway, median and shoulder construction is complete prior to Highway Supply beginning permanent signing operations.
  - Customer to provide sign survey, **STAKING AND WHITE LINING** (so we can call in 811 line locates) prior to Highway Supply arriving at job-site. $75.00/hour will be charged, port-to-port, if white lining is not provided by customer during staking.

  Permanent Signing Excludes:
  - Multiple phasing for installation, traffic control, any electrical work, existing sign removals, slipbases, concrete, concrete or asphalt coring.
- SCHEDULING WORK: Please schedule with minimum 2 weeks advanced notice, subject to availability.

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To:	JDR & Associates	**Contact:**	Gary Echeagaray
Address:	274 Dinosaur Trail Santa Fe, NM 87508 UNITED STATES	**Phone:** **Fax:**	(505) 471-5901
Project Name:	Santa Fe On-call Roadway & Trails - REBID 2023	**Bid Number:**	23/48/B
Project Location:	Various, Santa Fe, NM	**Bid Date:**	3/14/2023
Addendum #:	1		

- ADDITIONAL CHARGE ITEMS:
  - Traffic control plan sheets are $75.00 per sheet.
  - P.E. review and stamp of our traffic control plans are $160.00 per sheet, if required (discount for multiple sheets) - plans are drafted in accordance with local standards/specifications and the MUTCD.
  - Special/business access signs $8.00/SF.
  - Flagline-$8.50/roll, caution tape-$15.00/roll.
  - Chip-seal markers installed-$1.35/ea, chip-seal markers removed-$3.50/ea (traffic control hourly charges will apply to installation or removal of.)
  - Asphalt/concrete coring-$225.00/hole.
  - Existing sign removals-$55.00/post.
  - Curb/median nose painting-$3.50/SF
  - Cure removal-$3.50/SF
- NOTES GENERAL:
  - **Our quote, in its entirety, shall be incorporated into the subcontract agreement or purchase/work order issued.**
  - Quantities shown above are an estimate only, actual installed quantities installed will be invoiced.
  - **This quote expires after 30 Days** (Unit prices may be adjusted for purchase/work orders or subcontracts recieved after 30 days - in addition, our availability to accept the work may have changed.)
  - Excludes: Bonds, taxes, testing, permits, any fees or anything not specifically included above.
  - Our quote specifically excludes any obligation in the contract to have, provide or self-perform any engineering services and or design as related to our scope of work.

Payment Terms:

Payment Terms: Net 30 with approved credit.
BUSINESS INFORMATION: Contractors License#: 411465 -GA98, GF98, GS04. Department of Workforce Solutions#: 22610844182023 - Registration Date: 3/8/2023. Federal Tax ID#: 26-1084418 NM CRS State ID#: 03-132838-00-5

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **RoadSafe Traffic Systems** **Authorized Signature:** _____ **Estimator:** Chris Catlin

On-Call Small Roadway, Trail and Sidewalk Construction

RoadSafe Traffic Systems, Inc.

6221 Chappell Rd. NE
Albuquerque, NM 87113
Contact: **Jason Ogden**
Phone: **(505) 345-8295 x124**
Fax:

Quote To:	Estimating	Job Name:	On-Call Small Roadway, Trail and Sidew
Estimate #:	250306-JO1	Bid Date:	03/07/2025
Location:	Santa Fe, NM		
Phone:		Revision Date:	
Fax:			

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PMMOB	MOBILIZATION FOR PAVEMENT MARKINGS - ITEMS 191-222	1.00	MILE	9.250	9.25
PIMOB	MOBILIZATION FOR PERM SIGNING - ITEMS 179-181/190	1.00	MILE	5.500	5.50
WBMOB	MOBILIZATION FOR STRIPING REMOVAL - ITEMS 242-244	1.00	MILE	5.750	5.75
TCMOB	MOBILIZATION FOR ALL TRAFFIC CONTROL ITEMS	1.00	MILE	2.750	2.75
144	TRAFFIC CONTROL MANAGEMENT (MAJOR) - 2 TCS	1.00	WDAY	3,500.000	3,500.00 ✓
145	TRAFFIC CONTROL MANAGEMENT (MINOR) - 1 TCS	1.00	WDAY	1,650.000	1,650.00
179	PANEL SIGNS	1.00	SF	29.950	29.95
180	STEEL POST & BASE POST FOR ALUMINUM PANEL SIGNS	1.00	LF	21.500	21.50
181	REMOVE AND RESET PANEL SIGN	1.00	EACH	225.000	225.00
182	STEEL POST & BASE POST FOR SIGNS - PER EACH UNIT	1.00	CDY	4.750	4.75
183	CONSTRUCTION SIGNING	1.00	SF	16.500	16.50
184	PORTABLE SIGN SUPPORT	1.00	CDY	3.250	3.25
186	VERTICAL PANEL TYPE BACK TO BACK	1.00	CDY	2.500	2.50
187	PORTABLE VARIABLE MESSAGE BOARD PER EACH/CDY	1.00	CDY	195.000	195.00
189	MOBILE TRAFFIC SIGNAL SYSTEM	1.00	CDY	185.000	185.00
190	REFLECTIVE BARRIER DELINEATOR	1.00	EACH	35.500	35.50
191	REFLECTORIZED PAINTED MARKINGS 4" - PRICE PER APP	1.00	LF	0.295	0.30
192	REFLECTORIZED PAINTED MARKINGS 12" - PRICE PER APP	1.00	LF	6.250	6.25
193	TEMPORARY PAINTED STRIPING 4" - PRICE PER APP	1.00	LF	0.255	0.26
194	REMOVABLE MARKING TAPE 4"	1.00	LF	2.350	2.35

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
195	REMOVABLE MARKING TAPE 12"	1.00	LF	6.650	6.65
196	REFLECTORIZED HOT THERMOPLASTIC MARKING 24"	1.00	LF	10.500	10.50
197	REFLECTORIZED HOT THERMO PAVEMENT ARROW THRU/LEFT	1.00	EACH	195.000	195.00
198	REFLECTORIZED HOT THERMO PAVEMENT ARROW RIGHT	1.00	EACH	135.000	135.00
199	REFLECTORIZED HOT THERMO PAVEMENT ARROW LEFT	1.00	EACH	135.000	135.00
200	REFLECTORIZED HOT THERMO PAVEMENT ARROW THRU	1.00	EACH	130.000	130.00
201	REFLECTORIZED HOT THERMO PAVEMENT MARKING ONLY	1.00	EACH	225.000	225.00
202	REFLECTORIZED HOT THERMO PAVEMENT MARKING YIELD LI	1.00	LF	23.500	23.50
203	REFLECTORIZED HOT THERMO PAVEMENT MARKING SHARROW	1.00	EACH	325.000	325.00
204	REFLECTORIZED HOT THERMO PAVEMENT MARKING YIELD	1.00	EACH	225.000	225.00
205	REFLECTORIZED HOT THERMOPLASTIC MARKING 4"	1.00	LF	0.995	1.00
206	REFLECTORIZED PREFORMED 380IES PAVEMENT STRIPE 4"	1.00	LF	5.750	5.75
207	REFLECTORIZED HOT THERMOPLASTIC MARKING 12"	1.00	LF	6.000	6.00
208	REFLECTORIZED PREFORMED 380IES PAVEMENT STRIPE 12"	1.00	LF	17.750	17.75
209	REFLECTORIZED HOT THERMOPLASTIC MARKING 24"	1.00	LF	12.250	12.25
210	REFLECTORIZED PREFORMED 380IES PAVEMENT STRIPE 24"	1.00	LF	35.000	35.00
211	REFLECTORIZED PREFORMED 380IES ARROW THRU/RIGHT	1.00	EACH	1,100.000	1,100.00
212	REFLECTORIZED PREFORMED 380IES ARROW THRU/LEFT	1.00	EACH	1,100.000	1,100.00
213	REFLECTORIZED PREFORMED 380IES ARROW RIGHT	1.00	EACH	675.000	675.00
214	REFLECTORIZED PREFORMED 380IES ARROW LEFT	1.00	EACH	675.000	675.00
214	REFLECTORIZED PREFORMED 380IES ARROW THRU	1.00	EACH	475.000	475.00
216	REFLECTORIZED PREFORMED 380IES WORD ONLY	1.00	EACH	995.000	995.00
217	REFLECTORIZED PREFORMED 380IES WORD STOP	1.00	EACH	1,195.000	1,195.00
217	REFLECTORIZED PREFORMED 380IES WORD XING	1.00	EACH	1,150.000	1,150.00
219	REFLECTORIZED PREFORMED 380IES WORD PED	1.00	EACH	1,500.000	1,500.00
220	REFLECTORIZED PREFORMED 380IES SYMBOL BIKE	1.00	EACH	595.000	595.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
221	REFLECTORIZED PREFORMED 380IES SYMBOL SHARROW	1.00	EACH	995.000	995.00
222	PLOWABLE REFLECTORIZED RAISED PAVEMENT MARK TYP PH	1.00	EACH	14.500	14.50
241	VEHICULAR IMPACT ATTENUATOR UNIT WORK ZONES	1.00	EACH	125.000	125.00
242	REMOVAL OF PAVEMENT STRIPE	1.00	LF	0.950	0.95
244	REMOVAL OF PAVEMENT MARKING	1.00	EACH	145.000	145.00

NOTES:

THERE WILL BE A MINIMUM CHARGE OF $5,000 PER WORK ORDER FOR PAVEMENT MARKINGS AND A MINIMUM CHARGE OF $3,000 PER WORK ORDER FOR PERMANENT SIGNING.

SCOPE-CALENDAR DAY TRAFFIC CONTROL:

- Proposal is bid on a calendar day rate - customer to plug in the amount of calendar days based on his estimate and schedule.
- Unless otherwise noted our calendar daily rate will be charged for our equipment layout days, days to do equipment resets and equipment pick up days, during days of contractor non-work days while traffic control devices are on the project.
- Customer is responsible to notify us when hazards inside the construction work zone(s) need to be barricaded for pedestrian and bicycle safety.
- Proposal includes necessary sandbags, warning flags, warning lights on required devices.

- All Traffic Control Services and Items are subject to gross receipts tax payable to RoadSafe, LLC unless a NTTC Type 5 or 6 for subcontracted services is provided.
- Traffic control plan sheets are $75.00 per sheet. (N.T.S. and Non-Engineered)
- Traffic control plan sheets are $150.00 per sheet if Customer is managing their own traffic control.
- P.E. review and stamp of our traffic control plans are $160.00 per sheet (discount for multiple sheets) - plans are drafted in accordance with local standards/specifications and the MUTCD.
- Special/business access signs $13.50/SF.
- Daily rental rate of $125.00 per each variable message board.
- Flagline-$9.50/roll, caution tape-$16.00/roll.
- Chip-seal markers installed-$1.75/ea, chip-seal markers removed-$4.00/ea (traffic control hourly charges will apply to installation or removal of.)

Traffic Control Excludes:

- Off duty law enforcement, barrier wall, impact attenuators, glare shielding, light towers, striping or removal, flagperson(s), pilot car or driver, 24/7 or double shift labor coverage.

SCOPE-PAVEMENT MARKINGS:

- All pavement markings conform to City of Santa Fe and NMDOT specifications.
- Customer to ensure that roadway is clean for placement of pavement markings and that all other construction activities are complete prior to RoadSafe beginning permanent striping operations.
- Customer to provide stripe survey control points prior to RoadSafe (both temporary and permanent striping) arriving at job-site at 40' intervals maximum in white paint. $325.00 / hour will be charged to add control points if they are not layed out at 40' intervals. This rate applies to any stand-by time.
- Customer to ensure ALL cure is removed from concrete surfaces prior to placement of final striping.
- IF CHIP SEAL MARKERS ARE USED ON FINAL PAVEMENT LIFT, PLEASE OFF-SET THEM SO THEY DO NOT INTERFERE WITH PLACEMENT OF FINAL STRIPING

Pavement Marking Excludes:

- Multiple phasing for installation, stand-by time, any additional traffic control measures, heavy sweeping, any cure removal, incidental striping or obliteration of, seal after obliteration, removal of chip seal tabs.

SCOPE-PAVEMENT MARKING REMOVAL:

- Removal is quoted with waterblasting method. Removal is quoted with (XX) MOVE-IN(s), additionals will be $2,500.00 per occurrence.
- Customer to provide on-site clean potable water source and disposal area for greywater and laitance.
- If customer can not provide disposal area, a $500.00 fee will apply per each dump trip.
- Cure removal-$4.50/SF

Removal Excludes:
- Traffic Control, concrete joint seal protection, heavy sweeping, any pavement seal after removal operations.

SCOPE-PERMANENT SIGNING:
- All permanent signing items conform to City of Santa Fe and NMDOT specifications.
- Customer to ensure that roadway, median and shoulder construction is complete prior to RoadSafe beginning permanent signing operations.
- Customer to provide sign survey, STAKING AND WHITE LINING (so we can call in 811 line locates) prior to RoadSafe arriving at job-site. $75.00/hour will be charged, port-to-port, if white lining is not provided by customer during staking.
- PLEASE PROVIDE 4" SLEEVED HOLES IN NEW CONCRETE OR ASPHALT FOR SIGN BASE POSTS TO AVOID CORING ISSUES.
- Asphalt/concrete coring-$250.00/hole.
- Existing sign removals-$65.00/post.
- Curb/median nose painting-$4.50/SF

Permanent Signing Excludes:
- Multiple phasing for installation, Traffic control, any electrical work, existing sign removals, slip-bases, concrete, concrete or asphalt coring.

SCHEDULING WORK: Please schedule with minimum 2 weeks advanced notice, subject to availability.

NOTES GENERAL:
- Our quote, in its entirety, shall be incorporated into the subcontract agreement or purchase/work order issued.
- Quantities shown above are an estimate only, actual installed quantities installed will be invoiced.
- This quote expires after 30 Days (Unit prices may be adjusted for purchase/work orders or subcontracts recieved after 30 days - in addition, our availability to accept the work may have changed.)
- Excludes: Bonds, taxes, testing, permits, any fees or anything not specifically included above.
- Our quote specifically excludes any obligation in the contract to have, provide or self-perform any engineering services and or design as related to our scope of work.
- BUSINESS INFORMATION: Contractors License#: 411465 -GA98, GF98, GS04. Department of Workforce Solutions#: 22610844182023 - Registration Date: 3/8/2023. Federal Tax ID#: 26-1084418 NM CRS State ID#: 03-132838-00-5

ACCEPTED:
The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer:_____

Signature:_____

Date of Acceptance:_____

Item# 23-0223
Munis Contract# _____

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **JDR & Associates, LLC.**, 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 City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2023.

The CITY and the CONTRACTOR agree:

1. **Scope of Work.**

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface, which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Construction/Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections, which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

5. Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the lines, grades, cross sections, dimensions, and material requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the Construction/Project Manager determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The Construction/Project Manager's determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of project excavation work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

The Contractor shall provide the Construction/Project Manager with 48-hour notice for inspection of the work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The Construction/Project Manager may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the Construction/Project Manager's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City Inspector shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

9. Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the Construction/Project Manager to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract; work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of "Non-Conformance" or notice of the Contractor's apparent "Default of Contract."

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

a. Step I. Contractor Notice of Projected Substantial Completion Date
b. Step II. Completion Conference
c. Step III. Termination of Contract Time
d. Step IV. Project Inspection and Development of Punch List
e. Step V. Notice of Punch List Completion and Request of Final Inspection

f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the punch list is complete and request final inspection.

f. Step VI. Final Inspection

The final inspection by the Construction/Project Manager will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the Construction/Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the Construction/Project Manager, the Construction/Project Manager shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The City shall not release retained amounts until physical completion and when the Contractor fully

complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this bidding documents, shall be interpreted as, "City of Santa Fe".

b. NMDOT Project Manager shall be interpreted as, "City of Santa Fe, Construction/Project Manager."
c. NMDOT Traffic Engineer shall be interpreted as "City of Santa Fe, Traffic Engineer."
d. District Traffic Engineer shall be interpreted a "City of Santa Fe, Traffic Engineer."

2. Existing Conditions

It is the Contractor's responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder's Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor's progress schedule.

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the

completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages
The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

6. Cooperation with Utilities

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

b. Non-City Owned Utility Infrastructure

Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

c. Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC

505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above mentioned items shall be included in the cost of

the items, no additional payment will be made.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

11. Traffic Control Management

All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

Traffic control will be paid on a per day basis for minor and major traffic controls.

Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

Major traffic control projects are all those projects that include but are not limited to lane drops,

flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	JDR & Associates, LLC.
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. 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 those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon

certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. Requested price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. 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 Agreement. 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.

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and (2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of City ship 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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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 Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

1. Change Orders

A. Changes. The Contractor may only make changes or revisions within the

Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to tasks or sub-task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

(a) the name of the person requesting the change;
(b) a summary of the required change;
(c) the start date for the change;
(d) the reason and necessity for change;
(e) the elements to be altered; and
(f) the impact of the change.

2. The City Manager shall provide a written decision on the change request to the Contractor within a maximum of ten (10) business days of receipt of the change request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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 Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or

that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement 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 Agreement, 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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 Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement 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: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Donald R. Garcia, Owner, JDR & Associates, LLC, 274 Dinosaur Trail, Santa Fe, NM 87508, Donald.Jdr@gmail.com.

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

30. Progress Payments.

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical

Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

33. Schedule.

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract.

34. General and Special Provisions

A. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit

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

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. 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.

H. Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

L. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

M. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

N. Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

O. Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
JDR & Associates, LLC

DONALD R. GARCIA
OWNER

DATE: 4/19/23

CRS# 03-541213-00-5

Registration # 230633

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 05/10/2023

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Apr 18, 2023 16:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:57 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/8/2024

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
Burke Insurance Group, LLC
1690 S. Telshor Blvd
Las Cruces NM 88011

CONTACT NAME: Angela Tolliver
PHONE (A/C, No, Ext): 575-524-2222 x4 FAX (A/C, No):
E-MAIL ADDRESS: atolliver@burke-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westfield National Insurance C	24120
INSURER B : Builders Trust of NM	525190
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
JDR & Associates, LLC
274 Dinosaur Trail
Santa Fe NM 87508
JDR&ASS-01

COVERAGES **CERTIFICATE NUMBER:** 1116930350 **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:	Y	Y	CWP127261H	1/1/2024	1/1/2025	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 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	CWP127261H	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired and Non-Owned	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CWP127261H	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC100-0006533-2024A	1/1/2024	1/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

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

See Attached...

CERTIFICATE HOLDER

Proof of Insurance

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#_____
Munis Contract#__3204006_____
Original Contract Item#_23-0223_____
ITB #: _23/48/B_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM# 23-0223

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and JDR & ASSOCIATES, LLC (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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 2, paragraph D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

Article 2. of the Contract is hereby amended to add the following Article 2.E:

E. Cost Increases Due to Changes in Law

In the event that changes in tariff rates increases the price of goods or materials following the effective date of this amendment, the Contractor may request additional goods or materials cost increases from the City. In its request, the Contractor should identify the law that has impacted the price of goods or materials and how directly the legal or regulatory change impacts the specific goods or materials required by the Contractor for this specific contract. Subject to the availability of the budget and funding, the Public Works Director shall have the discretion to approve or disapprove unanticipated goods or material cost increases. To support her decision, the Public Works director may request further documentation from the Contractor to support goods or material cost increases.

To facilitate prompt consideration, all requests for cost increases must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on May 30, 2026 unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with

NMSA 1978, Sections 13-1-150 through 152.

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.

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:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
JDR & ASSOCIATES, LLC.

Donald R. Garcia
Donald R. Garcia (Apr 11, 2025 15:47 MDT)

DONALD R. GARCIA
OWNER

DATE: Apr 11, 2025

CRS#03-541213-00-5

Registration #230633

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 14, 2025 08:51 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

A¢¢!/ IMENT #1

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda – CPO
Purchasing Officer

BID OPENING DATE: 3/14/23 2:00PM MST							
ITB # 23/48/B - On-Call Roadway and Trails Construction Services							
Awarded Contractor: JDR & Associates (Item # 23-0223; Munis # 3204006)							
Item #	**Bid Item**	**Item description**	**Unit of Measure**	**Quantity**	**Current Unit Price Written in Numbers (Dollars & Cents)**	**Proposed New Unit Price Written in Numbers (Dollars & Cents)**	**Percentage of Increase/ (Decrease)**
1	203000	Unclassified Excavation	C.Y.	1	$15.00	$18.00	20%
2	203100	Borrow	C.Y.	1	$20.00	$24.00	20%
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$15.00	$18.00	20%
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$18.00	$21.60	20%
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$40.00	$48.00	20%
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$0.50	$0.60	20%

7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$0.40	$0.48	20%
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$0.40	$0.48	20%
9	208000	Linear Grading	Mile	1	$6,000.00	$7,200.00	20%
10	209000	Blading and Reshaping	Mile	1	$6,500.00	$7,800.00	20%
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$25.00	$30.00	20%
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$20.20	$24.24	20%
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$2.25	$2.70	20%
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.50	$3.00	20%
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.00	$2.40	20%
17	303160	Base Course 6”	S.Y.	1	$15.00	$18.00	20%
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$12.00	$14.40	20%
19	405000	Detour Pavement Construction	S.Y.	1	$110.00	$132.00	20%
20	407000	Asphalt Material for Tack Coat	Ton	1	$800.00	$960.00	20%
21	407000A	Fog Seal for Roadway	Ton	1	$900.00	$1,080.00	20%
22	407000B	Fog Seal for Trails	Ton	1	$1,000.00	$1,200.00	20%
23	403701	Open Graded Friction Course Complete	Ton	1	$180.00	$216.00	20%
24	408100	Prime Coat Material	Ton	1	$900.00	$1,080.00	20%

25	411000	Hot Poured Crack Sealing	LB	1	$3.25	$3.90	20%
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1” – 6” Wide cracks)	LB	1	$3.20	$3.84	20%
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$2.15	$2.58	20%
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$2.15	$2.58	20%
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$2.15	$2.58	20%
30	414120	Cold Milling (Asphalt) 2”	S.Y.	1	$20.00	$24.00	20%
31	416000	Minor Pavement	S.Y./IN	1	$15.00	$18.00	20%
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$30.00	$36.00	20%
33	417000	Miscellaneous Paving	S.Y.	1	$33.00	$39.60	20%
34	417100	Asphalt Curb (6” Width)	L.F.	1	$15.00	$18.00	20%
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$7.00	$8.40	20%
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$6.00	$7.20	20%
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$5.00	$6.00	20%
38	423283	HMA SP-IV Complete	Ton	1	$220.00	$264.00	20%
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$10.00	$12.00	20%

40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$8.00	$9.60	20%
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$7.50	$9.00	20%
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$5.00	$6.00	20%
43	451080	Concrete Pavement - 8”	S.Y.	1	$1.95	$2.34	20%
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$252.00	$302.40	20%
45	511000	Structural Concrete, CL A	C.Y.	1	$1,790.00	$2,148.00	20%
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$3.50	$4.20	20%
47	511501	Stucco (Color Determined by Project)	S.F.	1	$5.00	$6.00	20%
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$600.00	$720.00	20%
49	516000	Flowable Fill	C.Y.	1	$120.00	$144.00	20%
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$1.50	$1.80	20%
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.70	20%
52	541200	Structural Steel for Miscellaneous Structures	LB	1	$4.50	$5.40	20%
53	543002A	Metal Railing, Type D	L.F.	1	$450.00	$540.00	20%
54	543002B	Metal Railing, Type W	L.F	1	$450.00	$540.00	20%

55	543002C	Metal Railing, Type Thrie	L.F.	1	$450.00	$540.00	20%
56	570012	12" Culvert Pipe	L.F.	1	$62.00	$74.40	20%
57	570018	18" Culvert Pipe	L.F.	1	$94.00	$112.80	20%
58	570024	24" Culvert Pipe	L.F.	1	$130.00	$156.00	20%
59	570025	24" Culvert Pipe End Section	EACH	1	$450.00	$540.00	20%
60	570030	30" Culvert Pipe	L.F.	1	$145.00	$174.00	20%
61	570031	30" Culvert Pipe End Section	EACH	1	$550.00	$660.00	20%
62	570036	36" Culvert Pipe	L.F.	1	$205.00	$246.00	20%
63	570037	36" Culvert Pipe End Section	EACH	1	$1,300.00	$1,560.00	20%
64	570048	48" Culvert Pipe	L.F.	1	$260.00	$312.00	20%
65	570049	48" Culvert Pipe End Section	EACH	1	$3,800.00	$4,560.00	20%
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$140.00	$168.00	20%
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$980.00	$1,176.00	20%
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$207.00	$248.40	20%
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$1,300.00	$1,560.00	20%
70	571000	3/8” Diamond Plate	S.F.	1	$35.00	$42.00	20%
71	601110	Removal of Surfacing	S.Y.	1	$9.00	$10.80	20%
72	602010	Riprap Class B	C.Y.	1	$250.00	$300.00	20%
73	602030	Riprap Class D	C.Y.	1	$200.00	$240.00	20%
74	602060	Riprap Class G	C.Y.	1	$220.00	$264.00	20%

75	602200	Gabions with rocks	C.Y.	1	$280.00	$336.00	20%
76	603100	Temporary Soil Stabilant	ACRE	1	$450.00	$540.00	20%
77	603200	Silt Fence	L.F.	1	$8.00	$9.60	20%
78	603220	Check Dam Type I	L.F.	1	$8.00	$9.60	20%
79	603250	Drop Inlet Protection Type I	EACH	1	$200.00	$240.00	20%
80	603251	Drop Inlet Protection Type II	EACH	1	$200.00	$240.00	20%
81	603261	Mulch Socks	L.F.	1	$8.00	$9.60	20%
82	603262	Composted Mulch Socks	L.F.	1	$8.00	$9.60	20%
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$60.00	20%
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$156.00	20%
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,600.00	20%
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$5,400.00	20%
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$4,500.00	20%
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$5,400.00	20%
89	606499	Post and Cable Barrier	L.F.	1	$18.00	$21.60	20%
90	607004	Barbed Wire Fence 4'	L.F.	1	$6.50	$7.80	20%
91	607005	Barbless Wire Fence 4'	L.F.	1	$6.50	$7.80	20%
92	607026	Chain Link Fence 6'	L.F.	1	$23.00	$27.60	20%
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$45.00	$54.00	20%
94	607080	Bike Racks	EACH	1	$2,000.00	$2,400.00	20%

95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,500.00	$1,800.00	20%
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$120.00	$144.00	20%
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.00	$138.00	20%
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$110.00	$132.00	20%
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$140.00	$168.00	20%
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$135.00	$162.00	20%
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$130.00	$156.00	20%
102	608106	Drive Pad 6"	S.Y.	1	$140.00	$168.00	20%
103	608204	Concrete Median Pavement 4"	S.Y.	1	$120.00	$144.00	20%
104	608300	Detectable Warning Plastic	S.F.	1	$25.00	$30.00	20%
105	608400	Ada Ramp	S.Y.	1	$65.00	$78.00	20%
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$140.00	$168.00	20%
107	609200	Header Curb	L.F.	1	$35.00	$42.00	20%
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$35.00	$42.00	20%
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$110.00	$132.00	20%
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$28.00	$33.60	20%

111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$26.00	$31.20	20%
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$33.00	$39.60	20%
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$31.00	$37.20	20%
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$38.00	$45.60	20%
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$36.00	$43.20	20%
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$43.00	$51.60	20%
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$41.00	$49.20	20%
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1	$26.00	$31.20	20%
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$28.00	$33.60	20%
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$26.00	$31.20	20%
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$26.00	$31.20	20%

122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$33.00	$39.60	20%
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$31.00	$37.20	20%
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$31.00	$37.20	20%
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$38.00	$45.60	20%
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$43.00	$51.60	20%
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$40.00	$48.00	20%
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$40.00	$48.00	20%
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$38.00	$45.60	20%
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$45.00	$54.00	20%
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$45.00	$54.00	20%

132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$43.00	$51.60	20%
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$45.00	$54.00	20%
134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$50.00	$60.00	20%
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$42.00	$50.40	20%
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$80.00	$96.00	20%
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1	$34.00	$40.80	20%
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1	$32.00	$38.40	20%
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1	$32.00	$38.40	20%
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF)	L.F.	1	$39.00	$46.80	20%
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF)	L.F.	1	$37.00	$44.40	20%

142	609706E	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF)	L.F.	1	$37.00	$44.40	20%
143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$150.00	$180.00	20%
144	618000A	Traffic Control Management (Major)	DAY	1	$220.00	$264.00	20%
145	618000B	Traffic Control Management (Minor)	DAY	1	$110.00	$132.00	20%
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$13,000.00	$15,600.00	20%
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,000.00	$9,600.00	20%
148	623311	Curb Drop Inlet Type 1-B to 4'	EACH	1	$15,000.00	$18,000.00	20%
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$11,000.00	$13,200.00	20%
150	623501	Transverse Drop Inlet	EACH	1	$10,000.00	$12,000.00	20%
151	623600	Junction Box	EACH	1	$600.00	$720.00	20%
152	623999	Modify Existing Inlet	EACH	1	$3,000.00	$3,600.00	20%
153	632000	Class A Seeding	ACRE	1	$8,712.00	$10,454.40	20%
154	632020	Class C Seeding	ACRE	1	$15,300.00	$18,360.00	20%
155	632100	Manhole Extension	EACH	1	$600.00	$720.00	20%
156	662300	Tie to Existing Manhole	EACH	1	$2,500.00	$3,000.00	20%

157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$950.00	$1,140.00	20%
158	662500	Manhole Frame and Cover	EACH	1	$400.00	$480.00	20%
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$7,000.00	$8,400.00	20%
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$7,500.00	$9,000.00	20%
161	663850	Water Valve Adjustment	EACH	1	$400.00	$480.00	20%
162	663855	Adjust Valve Box to Grade	EACH	1	$300.00	$360.00	20%
163	667110	Mailbox Installation - Single	EACH	1	$200.00	$240.00	20%
164	667209	Crusher Fines	C.Y.	1	$35.00	$42.00	20%
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$15.00	$18.00	20%
166	667500	Bollard	EACH	1	$850.00	$1,020.00	20%
167	667501	Parking Bumpers	EACH	1	$190.00	$228.00	20%
168	667505	Lay New Brick Sidewalk	S.Y.	1	$120.00	$144.00	20%
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$100.00	$120.00	20%
170	667515	Litter Receptacle	EACH	1	$900.00	$1,080.00	20%
171	667520A	Park Bench 6’	EACH	1	$1,000.00	$1,200.00	20%
172	667520B	Park Bench 8’	EACH	1	$1,200.00	$1,440.00	20%

173	701000	Panel Signs	S.F.	1	$39.00	$46.80	20%
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1			
175	701030	Remove and Reset Panel Sign	EACH	1	$500.00	$600.00	20%
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	$20.00	$24.00	20%
177	702000	Construction Signing	S.F.	1	$0.20	$0.24	20%
178	702110	Portable Sign Support	EACH	1	$2.00	$2.40	20%
179	702110	Portable Sign Support	EACH	1			
180	702320	Vertical Panel	EACH	1	$0.60	$0.72	20%
181	702610	Portable Changeable Message Sign	EACH	1	$22,353.50	$26,824.20	20%
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$22,300.00	$26,760.00	20%
183	702710	Mobile Traffic Signal System	EACH	1	$75,400.00	$90,480.00	20%
184	703300	Reflective Barrier Delineator	EACH	1	$45.00	$54.00	20%
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.00	$1.20	20%
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$5.00	$6.00	20%
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.00	$1.20	20%

188	704100	Removable Marking Tape 4"	L.F.	1	$3.00	$3.60	20%
189	704104	Removable Marking Tape 12"	L.F.	1	$3.00	$3.60	20%
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$15.00	$18.00	20%
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$400.00	$480.00	20%
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$300.00	$360.00	20%
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$300.00	$360.00	20%
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$250.00	$300.00	20%
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$350.00	$420.00	20%
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$50.00	$60.00	20%
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$300.00	$360.00	20%
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$450.00	$540.00	20%
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$0.80	$0.96	20%

200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1	$8.00	$9.60	20%
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1	$7.50	$9.00	20%
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1	$16.00	$19.20	20%
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	$15.00	$18.00	20%
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1	$32.00	$38.40	20%
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$1,400.00	$1,680.00	20%
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$1,400.00	$1,680.00	20%

207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$750.00	$900.00	20%
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$750.00	$900.00	20%
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$750.00	$900.00	20%
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$1,300.00	$1,560.00	20%
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$1,400.00	$1,680.00	20%
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$1,400.00	$1,680.00	20%

213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$1,200.00	$1,440.00	20%
214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$1,000.00	$1,200.00	20%
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$1,200.00	$1,440.00	20%
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$200.00	$240.00	20%
217	706110	Service Riser (Lighting)	EACH	**1**	$3,170.00	$3,804.00	20%
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,700.00	$14,040.00	20%
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$8,780.00	$10,536.00	20%
220	707530	Type V Standard, 30'	EACH	**1**	$5,120.00	$6,144.00	20%
221	707540	Type V Standard, 40'	EACH	**1**	$7,920.00	$9,504.00	20%
222	707550	Type V Standard, 50'	EACH	**1**	$11,530.00	$13,836.00	20%
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$5,526.00	$6,631.20	20%

224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$752.00	$902.40	20%
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,169.00	$2,602.80	20%
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$5,583.00	$6,699.60	20%
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$18.00	$21.60	20%
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$25.00	$30.00	20%
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$31.00	$37.20	20%
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$1,215.00	$1,458.00	20%
231	710010	Electrical Pull Box (Large)	EACH	**1**	$1,305.00	$1,566.00	20%
232	711102	Single Conductor 2	L.F.	**1**	$5.40	$6.48	20%
233	711230	Single Conductor 3/0	L.F.	**1**	$9.40	$11.28	20%
234	716701	LED Roadway Luminaire	EACH	**1**	$760.00	$912.00	20%
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$6,500.00	$7,800.00	20%
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$3.00	$3.60	20%
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$500.00	$600.00	20%

Bidder's Total Cost	**$522,202.60**			
EXCEL Caclulation	**$372,682.00**	**$447,218.40**		
DIFFERENCE	**$149,520.60**	**$74,536.40**	**20%**	

CITY OF SANTA FE

Date: April 21, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW (Apr 22, 2025 12:47 MDT)

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager

Subject: Amendment #1 to On-Call Construction Contract 23-0221

Vendor Name: EMCO of Santa Fe, LLC

Munis Vendor Number: 1254

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Construction Contract Item 23-0221 with EMCO of Santa Fe, LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

CONTRACT NUMBER:

The Munis contract number is 3204004.

BACKGROUND AND SUMMARY:

On May 14, 2023, the Governing Body approved on-call construction contracts with EMCO of Santa Fe, LLC and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

This amendment adjusts the pricing on the contract as provided for in Article 2, paragraph D "Escalation/Reduction Clause" which allows the contractor, at the time of contract renewal, to adjust pricing not to exceed 10% annually. Based on the contractor's request and verification by staff of increased costs for paving and concrete projects as published by NMDOT, prices will increase by 20%, cumulative for 2 years since contract establishment. The amendment also allows for adjusting pricing for changes in law such as tariffs that could affect costs.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. Staff requests quotes from multiple contractors for each project and Contractors may quote pricing that is lower that the contract price list.

This amendment also extends the contract through May 2026 and modifies the term to allow for extensions up to 10 years in accordance with NMSA 1978, Sections 13-1-150 through 152.

ATTACHMENTS:

Amendment #1
Price Increase Justification Letter
Original contract packet
COI

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:** 04/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB **- ITB#23/48/B**

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/25/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

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

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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: TBD

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

Comment/Exceptions: _____

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

Project Ledger Number: TBD

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

Comment/Exceptions: _____

Item#_____
Munis Contract#__3204004_____
Original Contract Item#_23-0221_____
ITB #: _23/48/B_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM# 23-0221

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and EMCO of Santa Fe, LLC (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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 2, paragraph D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

Article 2. of the Contract is hereby amended to add the following Article 2.E:

E. Cost Increases Due to Changes in Law

In the event that changes in tariff rates increases the price of goods or materials following the effective date of this amendment, the Contractor may request additional goods or materials cost increases from the City. In its request, the Contractor should identify the law that has impacted the price of goods or materials and how directly the legal or regulatory change impacts the specific goods or materials required by the Contractor for this specific contract. Subject to the availability of the budget and funding, the Public Works Director shall have the discretion to approve or disapprove unanticipated goods or material cost increases. To support her decision, the Public Works director may request further documentation from the Contractor to support goods or material cost increases.

To facilitate prompt consideration, all requests for cost increases must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on May 30, 2026 unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with

NMSA 1978, Sections 13-1-150 through 152.

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.

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:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
EMCO of Santa Fe, LLC.

Katharine C Fishman
Katharine C Fishman (Apr 10, 2025 17:39 MDT)

KATHARINE C. FISHMAN
MANAGER

DATE: Apr 10, 2025

CRS # 03-245374-00-4

Registration # 225893

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 11, 2025 09:02 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Ostar

FINANCE DIRECTOR

ATTACHMENT #1

CITY OF SANTA FE
PURCHASING OFFIC
200 Lincoln Ave Room 120 Santa F
Travis Dutton-Leyda – C
Purchasing Officer

BID OPENING DATE: 3/14/23 2:00

ITB # 23/48/B - On-Call Roadway and Trails C

Awarded Contractor: EMCO (Item # 23-0221

Item #	Bid Item	Item description	Unit of Measure	Quantity
1	203000	Unclassified Excavation	C.Y.	1
2	203100	Borrow	C.Y.	1
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1
4	203205	Sub-excavation & Re-compaction	C.Y.	1
5	203211	Unstable Subgrade Stabilization	S.Y.	1
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1
9	208000	Linear Grading	Mile	1
10	209000	Blading and Reshaping	Mile	1
11	210000	Excavation & Backfill for Major Structures	C.Y.	1
12	210005	Temporary Retaining Wall/Sloping	S.F.	1
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1

16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1
17	303160	Base Course 6”	S.Y.	1
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1
19	405000	Detour Pavement Construction	S.Y.	1
20	407000	Asphalt Material for Tack Coat	Ton	1
21	407000A	Fog Seal for Roadway	Ton	1
22	407000B	Fog Seal for Trails	Ton	1
23	403701	Open Graded Friction Course Complete	Ton	1
24	408100	Prime Coat Material	Ton	1
25	411000	Hot Poured Crack Sealing	LB	1
26	411100	Polymer Binder/Aggregate Blend Crack Repair (1” – 6” Wide cracks)	LB	1
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1
30	414120	Cold Milling (Asphalt) 2”	S.Y.	1
31	416000	Minor Pavement	S.Y./IN	1
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1
33	417000	Miscellaneous Paving	S.Y.	1
34	417100	Asphalt Curb (6” Width)	L.F.	1
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1
38	423283	HMA SP-IV Complete	Ton	1
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1

43	451080	Concrete Pavement - 8”	S.Y.	1
44	502030	Drilled Shaft Foundation 30” D	L.F.	1
45	511000	Structural Concrete, CL A	C.Y.	1
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1
47	511501	Stucco (Color Determined by Project)	S.F.	1
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1
49	516000	Flowable Fill	C.Y.	1
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1
51	540060	Reinforcing Bars Grade 60	LB	1
52	541200	Structural Steel for Miscellaneous Structures	LB	1
53	543002A	Metal Railing, Type D	L.F.	1
54	543002B	Metal Railing, Type W	L.F	1
55	543002C	Metal Railing, Type Thrie	L.F.	1
56	570012	12" Culvert Pipe	L.F.	1
57	570018	18" Culvert Pipe	L.F.	1
58	570024	24" Culvert Pipe	L.F.	1
59	570025	24" Culvert Pipe End Section	EACH	1
60	570030	30" Culvert Pipe	L.F.	1
61	570031	30" Culvert Pipe End Section	EACH	1
62	570036	36" Culvert Pipe	L.F.	1
63	570037	36" Culvert Pipe End Section	EACH	1
64	570048	48" Culvert Pipe	L.F.	1
65	570049	48" Culvert Pipe End Section	EACH	1
66	570425	18" Storm Drain Culvert Pipe	L.F.	1
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1
68	570437	24" Storm Drain Culvert Pipe	L.F.	1
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1
70	571000	3/8” Diamond Plate	S.F.	1
71	601110	Removal of Surfacing	S.Y.	1
72	602010	Riprap Class B	C.Y.	1
73	602030	Riprap Class D	C.Y.	1
74	602060	Riprap Class G	C.Y.	1
75	602200	Gabions with rocks	C.Y.	1
76	603100	Temporary Soil Stabilant	ACRE	1
77	603200	Silt Fence	L.F.	1
78	603220	Check Dam Type I	L.F.	1

79	603250	Drop Inlet Protection Type I	EACH	1
80	603251	Drop Inlet Protection Type II	EACH	1
81	603261	Mulch Socks	L.F.	1
82	603262	Composted Mulch Socks	L.F.	1
83	606000	Metal Barrier W-Beam	L.F.	1
84	606010	Metal Barrier Thrie - Beam	L.F.	1
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1
86	606051	End Treatment TL-3 End Terminal	EACH	1
87	606052	End Treatment TL-2 End Terminal	EACH	1
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1
89	606499	Post and Cable Barrier	L.F.	1
90	607004	Barbed Wire Fence 4'	L.F.	1
91	607005	Barbless Wire Fence 4'	L.F.	1
92	607026	Chain Link Fence 6'	L.F.	1
93	607079	Pedestrian/Bicycle Railing	L.F.	1
94	607080	Bike Racks	EACH	1
95	607455	Chain Link Gate, 8' X 8’	EACH	1
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1
102	608106	Drive Pad 6"	S.Y.	1
103	608204	Concrete Median Pavement 4"	S.Y.	1
104	608300	Detectable Warning Plastic	S.F.	1
105	608400	Ada Ramp	S.Y.	1
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1
107	609200	Header Curb	L.F.	1
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1

110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1

128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1
134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF)	L.F.	1
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF)	L.F.	1
142	609706E	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF)	L.F.	1
143	609999	Concrete Curb Returns (Complete)	S.Y.	1
144	618000A	Traffic Control Management (Major)	DAY	1
145	618000B	Traffic Control Management (Minor)	DAY	1

146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1
150	623501	Transverse Drop Inlet	EACH	1
151	623600	Junction Box	EACH	1
152	623999	Modify Existing Inlet	EACH	1
153	632000	Class A Seeding	ACRE	1
154	632020	Class C Seeding	ACRE	1
155	632100	Manhole Extension	EACH	1
156	662300	Tie to Existing Manhole	EACH	1
157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1
158	662500	Manhole Frame and Cover	EACH	1
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1
160	663110	Remove & Relocate Fire Hydrant	EACH	1
161	663850	Water Valve Adjustment	EACH	1
162	663855	Adjust Valve Box to Grade	EACH	1
163	667110	Mailbox Installation - Single	EACH	1
164	667209	Crusher Fines	C.Y.	1
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1
166	667500	Bollard	EACH	1
167	667501	Parking Bumpers	EACH	1
168	667505	Lay New Brick Sidewalk	S.Y.	1
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1
170	667515	Litter Receptacle	EACH	1
171	667520A	Park Bench 6’	EACH	1
172	667520B	Park Bench 8’	EACH	1
173	701000	Panel Signs	S.F.	1
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1
175	701030	Remove and Reset Panel Sign	EACH	1
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1

177	702000	Construction Signing	S.F.	1
178	702110	Portable Sign Support	EACH	1
179	702110	Portable Sign Support	EACH	1
180	702320	Vertical Panel	EACH	1
181	702610	Portable Changeable Message Sign	EACH	1
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1
183	702710	Mobile Traffic Signal System	EACH	1
184	703300	Reflective Barrier Delineator	EACH	1
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1
188	704100	Removable Marking Tape 4"	L.F.	1
189	704104	Removable Marking Tape 12"	L.F.	1
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1

202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1
208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1

214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**
217	706110	Service Riser (Lighting)	EACH	**1**
218	706210	Meter Pedestal (Lighting)	EACH	**1**
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**
220	707530	Type V Standard, 30'	EACH	**1**
221	707540	Type V Standard, 40'	EACH	**1**
222	707550	Type V Standard, 50'	EACH	**1**
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**
230	710000	Electrical Pull Box (Standard)	EACH	**1**
231	710010	Electrical Pull Box (Large)	EACH	**1**
232	711102	Single Conductor 2	L.F.	**1**
233	711230	Single Conductor 3/0	L.F.	**1**
234	716701	LED Roadway Luminaire	EACH	**1**
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**

EMCO of Santa Fe LLC
3810 Oliver Drive • Santa Fe, NM 87507
Office: (505) 474-3434 • Fax: (505) 474-7392
info@emcoofsantafe.com

April 10, 2025

Public Works Dept
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909
c/o Romella S. Glorioso-Moss
and Kody W. Keelin

VIA email only at: kwkeelin@santafenm.gov

Re: **On Call Construction Contract Renewal Justification Letter – revised April 10, 2025**

Mr. Keelin:

Pursuant to Article 2, paragraph D "Escalation/Reduction Clause" in the On Call Contract between EMCO of Santa Fe, LLC and the City of Santa Fe, this letter serves as justification for a 20% increase across the board for all items listed in Attachment #1, enclosed.

As the City is aware, there has not been an escalation to the On Call contract since it was executed effective in May 2023. Since then, costs have increased dramatically for EMCO of Santa Fe as well as similarly situated contractors in the Santa Fe area.

Enclosed, please see a sample price comparison between 2023 and 2025. As you can see, prices on certain key items have increased since 2023 between 10% and 56%. Just about every aspect of the road construction industry has seen a minimum increase in prices of at least 20%-30%, including trucking, tires, parts, employee wages, health insurance and general liability insurance. For this reason, yearly price increases on the On Call contract are absolutely essential for the contractors to keep up with costs.

Also enclosed, please find Amendment #1 which reflects a 20% change across the board on all prices. This 20% increase is reflective of a 10% price increase for the period May 2024-25 and another 10% increase for the period May 2025-26.

EMCO appreciates the opportunity to work with the City of Santa Fe and looks forward to its continued association with the City on future On Call projects.

Sincerely,

Katharine C. Fishman
Manager of EMCO of Santa Fe, LLC

cc: Greg Smith, Kevin Harrison, Andrew Fishman

Encls.

EMCO of Santa Fe LLC Santa Fe, NM

3810 Oliver Road, Santa Fe, NM 87507
Phone: 505 474 3434

NM Lic. # 374873 GA-98, GB-98, GF-98
NM DOL. # 002198720110315

Re: Justification of Price Increases to On Call Contract

April 10, 2025

Supplier:	Item:	2023 Cost:	2025 Cost:	Increase:
City of Santa Fe	Living Wage	$14.03	$15.00	7%
NM Dept of Labor	Prevailing Wages			9.63% average
AAM & GM Materials	Basecourse	$15.25	$27.00	56% increase
RoadRunner Redi Mix	Concrete	$162.80	$193.00	18.5% increase
Duke City Redi Mix Los Alamos Transit Mix Espanola Transit Mix	Concrete	$174.00	$236.	37% increase
ETM & Assoc. Asphalt	HMA Asphalt	$77.77	$96.50	25% increase
GM Materials	HMA Asphalt		$95.00	
Vulcan Materials	HMA Asphalt		$97.00	

Item# 23-0221
Munis Contract# 3204004

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **EMCO of Santa Fe, LLC.**, 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 City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface, which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time-frame specified by the Construction/Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Construction/Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections, which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

5. Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the lines, grades, cross sections, dimensions, and material requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City's failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City's acceptance of the work or materials.

If the Construction/Project Manager determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The Construction/Project Manager's determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of project excavation work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

The Contractor shall provide the Construction/Project Manager with 48-hour notice for inspection of the work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The Construction/Project Manager may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the Construction/Project Manager's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City Inspector shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

9. Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the Construction/Project Manager to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract; work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of "Non-Conformance" or notice of the Contractor's apparent "Default of Contract."

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

a. Step I. Contractor Notice of Projected Substantial Completion Date
b. Step II. Completion Conference
c. Step III. Termination of Contract Time
d. Step IV. Project Inspection and Development of Punch List
e. Step V. Notice of Punch List Completion and Request of Final Inspection

f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the punch list is complete and request final inspection.

f. Step VI. Final Inspection

The final inspection by the Construction/Project Manager will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the Construction/Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the Construction/Project Manager, the Construction/Project Manager shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The City shall not release retained amounts until physical completion and when the Contractor fully

complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico State Highway and Transportation Department within this bidding documents, shall be interpreted as, "City of Santa Fe".

b. NMDOT Project Manager shall be interpreted as, "City of Santa Fe, Construction/Project Manager."
c. NMDOT Traffic Engineer shall be interpreted as "City of Santa Fe, Traffic Engineer."
d. District Traffic Engineer shall be interpreted a "City of Santa Fe, Traffic Engineer."

2. Existing Conditions

It is the Contractor's responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder's Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor's progress schedule.

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the

completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages
The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

6. Cooperation with Utilities

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

b. Non-City Owned Utility Infrastructure

Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

c. Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink
Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC

505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above-mentioned items shall be included in the cost of

the items, no additional payment will be made.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

11. Traffic Control Management

All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

Traffic control will be paid on a per day basis for minor and major traffic controls.

Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

Major traffic control projects are all those projects that include but are not limited to lane drops,

flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	EMCO of Santa Fe, LLC.
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. 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 those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon

certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. Requested price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. 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 Agreement. 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.

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and (2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of City ship 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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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 Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

1. Change Orders

A. Changes. The Contractor may only make changes or revisions within the

Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to tasks or sub-task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the change request to the Contractor within a maximum of ten (10) business days of receipt of the change request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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 Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or

that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

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

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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement 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 Agreement, 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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 Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not

waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices.

Any notice required to be given to either party by this Agreement 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: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Katherine C. Fishman, Manager, EMCO of Santa Fe, LLC., 3810 Oliver Road, Santa Fe, NM 87507, kfishman@espmerc.com.

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

30. Progress Payments.

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical

Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

33. Schedule.

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract.

34. General and Special Provisions

A. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit

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

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. 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.

H. Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

L. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

M. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

N. Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

O. Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
EMCO of Santa Fe, LLC

KATHERINE C. FISHMAN
MANAGER

DATE: April 19, 2023

CRS# 03-245374-00-4

Registration # 225893

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV
GB MTG 5/10/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marc Martinez (Apr 18, 2023 15:21 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:49 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

ESPAMER-01 TMCINTURFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Teresa McInturff PHONE (A/C, No, Ext): (520) 348-2631 4956 FAX (A/C, No): (866) 745-6430 E-MAIL ADDRESS: Teresa.McInturff@hubinternational.com
INSURED EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87507	INSURER A : The Phoenix Insurance Company — 25623 INSURER B : St. Paul Protective Insurance Company — 19224 INSURER C : Travelers Property Casualty Company of America — 25674 INSURER D : The Travelers Indemnity Company — 25658 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		Y-630-3X719568-PHX-23	12/31/2024	12/31/2025	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 $ 300,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			810-3X633773-23-14-G	12/31/2024	12/31/2025	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 $ 0			EX-5X490882-23-14	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	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		UB-6X247578-24-14-G	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
JOB: All City of Santa Fe Jobs

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
P.O. Box 909
Santa Fe, NM 87507

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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AGENCY CUSTOMER ID: ESPAMER-01 TMCINTURFF

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		EMCO of Santa Fe, LLC 3810 Oliver Rd Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
City of Santa Fe is listed as additional insured.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS :**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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CITY OF SANTA FE

Date: April 14, 2025

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW (Apr 21, 2025 12:58 MDT)

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager

Subject: Amendment #1 to On-Call Construction Contract 23-0222

Vendor Name: GM Emulsion LLC

Munis Vendor Number: 3882

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Construction Contract Item 23-0222 with GM Emulsion, LLC to Extend the Term through May 30, 2026, Update the Price List and Allow Contract Extensions for Up to Ten Years. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

CONTRACT NUMBER:

The Munis contract number is 3204005.

BACKGROUND AND SUMMARY:

On May 14, 2023, the Governing Body approved on-call construction contracts with GM Emulsion, LLC and three other vendors. These on-call contracts are essential to efficiently deploy funds for pavement rehabilitation and roadway and trails construction projects.

This amendment adjusts the pricing on the contract as provided for in Article 2, paragraph D "Escalation/Reduction Clause" which allows the contractor, at the time of contract renewal, to adjust pricing not to exceed 10% annually. Based on the contractor's request and verification by staff of increased costs for paving and concrete projects as published by NMDOT, prices will increase by 20%, cumulative for 2 years since contract establishment. The amendment also allows for adjusting pricing for changes in law such as tariffs that could affect costs.

Note that on-call contracts are not a guarantee of work and that task orders are issued as needs arise and funding is available. Staff requests quotes from multiple contractors for each project and Contractors may quote pricing that is lower that the contract price list.

This amendment also extends the contract through May 2026 and modifies the term to allow for extensions up to 10 years in accordance with NMSA 1978, Sections 13-1-150 through 152.

ATTACHMENTS:

Amendment #1
Price Increase Justification Letter
Original contract
COI

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:** 04/22/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB **- ITB#23/48/B**

Chief Procurement Officer (CPO) / Designee: _____ **Date:** 04/22/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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: _____

GM EMULSION LLC.

April 9, 2025

Romella Glorioso-Moss
City of Santa Fe Public Works
737 Agua Fria Street
Santa Fe, NM 87501

Dear Romella,

I hope this letter finds you well. As per Article 2, Subsection D – Compensation / Escalation/Reduction Clause, I am writing to bring to your attention the need for a price escalation concerning our line items on Contract #23-0222. Due to 20%-30% rising material costs and inflation over the last few years, we find it necessary to adjust our pricing structure in order to continue delivering the same high-quality products/services.

As such, we kindly request an adjustment of 20% per line item, effective with our contract amendment date. The 20% increase covers two years (last year and current year). We understand this may require review and consideration and all other terms of the contract will remain valid.

Should you have any questions or concerns, feel free to contact me at 505-471-9981.

Sincerely,



Gabriel M. Martinez
Vice President
GM Emulsion LLC



Santa Fe Asphalt Plant and Materials ~2025

3810 Oliver Dr. Santa Fe, NM 87507~ (505)448~409

Material	Price Pe
3/4" Crushed Rock Gray	$36.
3/4" Minus Crushed Rock Gray	$36.
1/2" Minus Chips	$40.
Grey Crusher Fines	$35.
1/8" Bedding Sand	$26.
Class A Rip Rap 4~8"	$75.
4" to 8" Cobblestone (Class G) River Rock	$40.
Espanola (Virgin) Gray Base Course Type 1 SPEC	$27.
½" PMBP Mix	$105
SP~3 & SP~4	$95.
SP~4 Warm Mix DOT Spec	$97.
TAC Oil 64~22	$20.

Quotation

Vulcan Materials Company and Subsidiaries

Attn: Julia Yang

GM EMULSION LLC
5935 AGUA FRIA
SANTA FE, NM 87507
Acct#: 377140

Quote Name: GUADALUPE STREET RECONSRUCTION / PA
Quote #: 547456

PASEO DE PERALTA & GUADALUPE ST / SAN
NM132140
SANTA FE, NM 87501

Date:	Thursday, July 6, 2023
Quote Created:	Monday, November 21, 2022
Effective From:	Thursday, July 6, 2023
Quote Expiration:	Sunday, August 6, 2023
Price Expiration:	Thursday, August 31, 2023

Sales Rep :	Richard Vasquez
	1500 N Renaissance Blvd. NE
	ALBUQUERQUE, NM 87107
Phone:	(505) 328-2383
Fax :	(505) 343-7686
Email:	vasquezri@vmcmail.com

Special Instructions:

Asphalt prices are subject to AC price escalation. We do not assume liability for roadway density. Pay reductions, if any, are per this quoted price and not the contractor's quoted price.

This quote is limited to acceptance within 30 days from the date of this quotation, after which time the quotation is subject to review and revision.

Clean broken asphalt sand concrete rubble will be accepted at Osuna Recycle Plant for $50 per load.
Vulcan Materials plants commercial asphalt sources that provide a wide range of mixes to multiple customers in a production day. Every effort is made to ensure production quantities and times for each customer are met. Vulcan will not be responsible for project or trucking impacts due to the availability to all of our customers. The quote is also product or material availability due to current aggregate demand. Production is scheduled based on a first-come, first-served basis as available.

Hauls are based on full semi (20 ton or more) or tandem (12 ton or more) loads. Loads less than a full truck are subject to minimum load charges. Truck stand-by will be charged on site after the first 15 minutes at the rate of $80 per hour (1.33 per min) for semis and $60 per hour ($1.00 per min) for tandems. **A fuel surcharge of 6% will be added to either our delivered hourly or tonnage haul rates when diesel fuel reaches $4.00 per gallon. This rate will increase by 2% for each additional $0.25 increase in the price per gallon. This rate will be charged or removed on a monthly basis.**

Off-Hours: For off-hours service, the hot mix prices will increase $3.00 per ton and the haul charge will increase by 50% on Sundays. Off-hours is defined as service requested between the hours of 6:00 PM through 6:00 AM Monday through Friday and weekends. Closed Saturdays November through mid-March at the Santa Fe Plant. Minimum Off-Hours charge will be based on 400 tons or $3.00 per ton, whichever is greater. A 48-hour advance notice is required. A 12 hour cancellation notice is required to avoid off-hours charges.

Aggregate Special Instructions- Hauls are based on full semi (20 ton or more) or tandem (12 ton or more) loads. Loads less than a full truck are subject to minimum load charges. Truck stand-by will be charged on site after the first 15 minutes at the rate of $ per hour ($1.33 per min) for semis and $60 per hour ($1.00 per min) for tandems.

Vulcan's obligation to supply asphalt to Customer pursuant to this quote is subject to availability of liquid asphalt. If liquid asphalt is not available to Vulcan in sufficient quantities due to shortages, allocations, or other factors beyond Vulcan's control, Vulcan shall have no obligation to supply asphalt to Customer pursuant to this quote. In the event of a conflict between the terms of this quote and the terms of any purchase order or any other agreement between Vulcan and Customer, the terms of this quote shall control.

All NMDOT and recycled bases are subject to availability due to high demand.

SAND & GRAVEL

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
PENA GRANITE	Type I - 1" Base Course NMDOT	16282	5,820	Tons	$14.00	10.52	$24.52
		Truck Type	STD FRT RATE				
PENA GRANITE	Type I - 1" Base Course NMDOT	16282	5,820	Tons	$14.00	14.27	$28.27
		Truck Type	BOBTAIL/10W				
PENA GRANITE	Type II - 1" Base Course NMDOT	16283	1	Tons	$13.00	10.52	$23.52
		Truck Type	STD FRT RATE				
PENA GRANITE	Type II - 1" Base Course NMDOT	16283	1	Tons	$13.00	14.27	$27.27
		Truck Type	BOBTAIL/10W				

ASPHALT

Plant	Product Name	Product #	Qty	U/M	FOB Plant	Haul Rate	Delivered
SANTA FE HMA	SP-III PG 70-22 NMDOT	221700S	3,530	Tons	$76.00	5.75	$81.75
		Truck Type	STD FRT RATE				
SANTA FE HMA	SP-III PG 70-22 NMDOT	221700S	3,530	Tons	$76.00	8.50	$84.50
		Truck Type	BOBTAIL/10W				

Prices quoted above do not include any state or local sales and use tax, if any applies for this project.

Prices quoted are for shipments during normal daytime working hours unless other shipping hours are mutually agreed upon in writing by both parties.

Prices are FOB your jobsite as stated above. Terms are Net 15 prox. Please note standard terms and conditions apply. (Subject to credit approval)

This quote is limited to acceptance within 30 days from the date of this quotation after which time quotation is subject to review/revision. Please contact Sales prior to placing the order.

Accepted by: _____ **Date:** _____

Sales Representative: _____ **Date:** _____

We appreciate the opportunity to provide you this quote and trust that Vulcan will have the pleasure of serving your needs for this and future projects.

GENERAL TERMS AND CONDITIONS

PRICES AND TERMS

Prices are based on the terms and conditions set forth on page 1 of this Quotation, of which these General Terms and Conditions form a part, the terms and conditions stated in Customer's Application for Business Credit, and, if applicable, any terms and conditions relating to the delivery or shipment of materials by truck, barge, vessel, rail or other means which are provided by Vulcan to Customer in addition to this Quotation (each, a "Vulcan Sales Document", and collectively, the "Vulcan Sales Documents"). Prices are available only to the customer specifically named therein, and are only for the quantities mentioned in such Quotation or Sales Order plus or minus 10% of such quantities. A charge of 1.5% per month, (18% annum), will accrue on a daily basis from the date of invoice and will continue to accrue on a daily basis on any unpaid balance, both before and after judgment, until the date the balance is paid in full, or at the maximum amount permitted by law in which the sale occurred, whichever is less. **However, the assessment of a finance charge on invoices paid in full by the payment due date will be waived.** Quotation is offered for furnishing the total aggregate requirements for the project only. Customer's contract with Vulcan regarding the sale by Vulcan to Customer of the materials listed in this Quotation is subject to the terms and conditions set forth in the Vulcan Sales Documents. Prices reflect Customer's acceptance of materials at the quoted plant based upon gradation analysis performed and reported by Vulcan's certified plant quality control personnel. Any penalties that result from in place sampling shall be the full responsibility of Customer.

THE TERMS AND CONDITIONS OF THE VULCAN SALES DOCUMENTS GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES

If Customer has issued a purchase order for the materials quoted by Vulcan in this Quotation, this Quotation is not an acceptance of said purchase order, or any of its terms or conditions , which are hereby rejected. Any sale by Vulcan to Customer of the materials listed in this Quotation shall be subject to the terms and conditions set forth in the Vulcan Sales Documents , and Customer's receipt or acceptance of said materials shall constitute acceptance of the offer that this Quotation constitutes. Any terms or conditions of a subsequent purchase order issued by Customer that are inconsistent with the terms and conditions of the Vulcan Sales Documents shall be null and void .

SHIPMENT AND DELIVERY

Unless a "delivered" price is quoted by Vulcan in the Vulcan Sales Documents, all prices are F.O.B. point of shipment from the locations designated. All taxes applicable to the sale or delivery of materials that are not paid directly by Customer will be added to the sales price, invoiced to and paid by Customer, unless Customer provides Vulcan with satisfactory evidence of exemption from same. Shipment will be in accordance with Customer's reasonable instructions or, if none, then by whatever means Vulcan shall deem practicable. The quantities of material delivered to Customer shall be conclusively presumed to be the quantities shown on the tickets produced from a certified weigh scale at Vulcan's quarry or sales yard.

CREDIT AND DEFAULT

Vulcan shall have no obligation to ship or deliver except upon its determination prior to each shipment or delivery that Customer is worthy of the credit to be extended and is not in default upon any obligation to Vulcan. Upon default, Customer agrees to pay all of Vulcan's collection expenses, including attorneys' fees.

INSURANCE

A Memorandum of Insurance containing current information regarding Vulcan's insurance program is available at <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=632529479>.

EXCULPATORY PROVISIONS

Vulcan shall have no liability for delay or failure to make shipments, or delivery, as a result of strikes, labor problems, severe weather conditions, casualty, mechanical breakdown or other conditions beyond Vulcan's reasonable control. In no event shall Vulcan be liable for any incidental or consequential damages. Vulcan's liability and Customer's exclusive remedy for any cause of action arising out of the provision of material quoted herein shall be the replacement of, or payment of the purchase price for, the materials which are the subject of this Quotation.

CHANGE OF TERMS

Vulcan may change the price and/or quantity upon 30 days' notice to Customer. Vulcan shall also have right to change, modify or amend any other terms and conditions upon written notice of such change to customer. The effect of the change shall be as stated in the written notice and accepted by Customer upon placing of orders with seller following receipt of such notice. .

APPLICABLE LAW

All orders are subject to acceptance by Vulcan at the headquarters of its Mountain West Division in Phoenix, Arizona, and the laws of the state in which the materials was shipped from shall apply to the sale of all materials subject hereto. In the event material is imported into the U.S., the law in the state in which the material was sold to the customer will prevail. All disputes regarding finance charges shall be governed by Alabama law .

LIMITED WARRANTY AND WARRANTY DISCLAIMER

Vulcan warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Vulcan's specifications for said material or the specifications set forth in Vulcan's quotation. **VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specifications described above, Vulcan makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to Customer's job or to said material as used by Customer. VULCAN SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATIONS, OR FOR ANY DEFECTS IN THE MATERIAL SOLD HEREUNDER.

GM PIPE LLC.
SANTA FE, NM

	PRICE LIST 2023 PER TON	PRICE LIST 2025 PER TON
TYPE 1 NMDOT SPEC BASE COURSE	$ 14.00	$ 16.50
1" CONCRETE RECYCLED B/C	$ 9.00	$ 10.50
1" CRUSHED CONCRETE BASE COURSE	$ 11.00	$ 13.00
NMDOT TYPE 2 BASE COURSE	$ 15.30	$ 18.00
ASPHALT MILLINGS	$ 13.60	$ 16.00
ASPHALT MILLINGS (UNSCREENED)	$ 11.05	$ 13.00
1/8" BEDDING SAND	$ 14.45	$ 17.00
ENGINEERED FILL DIRT	$ 11.90	$ 14.00
FILL DIRT (UNSCREENED)	$ 6.59	$ 7.75
CRUSHER FINES	$ 18.70	$ 22.00
3/8" PEA GRAVEL	$ 25.50	$ 30.00
3/4" ROUND GRAVEL	$ 22.10	$ 26.00
1" TO 2" ROUND ROCK	$ 22.10	$ 26.00
2" TO 4" ROUND ROCK	$ 23.80	$ 28.00
4" TO 8" ROUND ROCK (CLASS G)	$ 29.75	$ 35.00
4" TO 8" RIP RAP (CLASS A)	$ 68.00	$ 80.00
1/2" CRUSHED GRAVEL	$ 25.50	$ 30.00
3/4" CRUSHED GRAVEL & 3/4" MINUS	$ 22.10	$ 26.00
7/8" SANTA FE BROWN	$ 80.75	$ 95.00
7/16" SANTA FE BROWN	$ 80.75	$ 95.00
2" MINUS ROSE ROCK	$ 21.25	$ 25.00
LOS ALAMOS BASE COURSE ONLY NMDOT REC BASE COURSE 100 TON MINIMUM		$ 16.00
SCALE FEE AT LOS ALAMOS		$10.00 A LOAD
INCOMING ASPHALT OR CONCRETE AT LOS ALAMOS		$10.50 PER TON
INCOMING ASPHALT IN (NEEDS TO BE CLEAN)		NO CHARGE
CONCRETE WITH REBAR	$ 34.00	$ 40.00

INCOMING CONCRETE	**$ 11.90**	**$ 14.00**

Item# 23-0222
Munis Contract# _____

CITY OF SANTA FE

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **GM Emulsion, LLC.**, 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 City, through its Governing Body, is authorized to enter into a construction Contract for the project; and

WHEREAS, the City has let this Contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Governing Body of the City of Santa Fe at its meeting of _____, 2023.

The CITY and the CONTRACTOR agree:

1. Scope of Work.

The Contractor shall perform all the work required by the Contract Documents for On Call Roadway and Trails Construction Services (Bid # 23/48/B) as follows:

A. General:

The City of Santa Fe Public Works Department wishes to establish a City-wide Price Agreement for on-call roadways and trails construction services, which consists of, but is not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle and pedestrian facilities throughout the City of Santa Fe.

The construction of this project will be in accordance with the New Mexico Department of Transportation Standard Specifications for Highway and Bridge Construction, 2019 Edition (NMDOT, SSHBC).

Public Works Department shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the roadway, storm water drainage, streets, trails, bicycle and pedestrian facilities, signage, and pavement markings required for the project.

The work to be performed shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all work, or other operations required for the fulfillment of the Contract in strict accordance with the contract documents.

The work shall be complete, and all work, materials, and services not expressly indicated or called for in the contract documents which may be necessary for the complete, safe and proper construction of the work in good faith shall be provided by the awarded Contractor at no increase in cost to the City:

- Contractor must have sufficient experience in constructing this type of work and therefore is familiar with all combinations of materials, labor, and equipment that are required for the successful completion of this project.
- Contractors shall have the technical staff to perform diagnostic services and provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits.
- Contractor shall be responsible for adherence to the contract documents, specifications and approved directives and change orders.
- Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions.
- Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

B. Specific:

1. Maintenance of Traffic

The Contractor shall furnish traffic control devices, take protective and safety measures, and complete the work. If the Contractor fails to do so, the Construction/Project Manager (The Construction/Project Manager will be listed on each Task Order) will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time frame specified by the Construction/Project Manager. Failure by the Contractor to take the corrective action as directed by the Construction/Project Manager shall result in the City assessing to the Contractor the incurred costs for the corrections plus an additional 10% for administrative costs.

The Contractor shall not endanger the traveling public when moving equipment on or across the Right of Way (ROW) and roadway. The Contractor's equipment shall enter and leave the ROW and roadway in the direction of the traveled way, except with the written approval of the Construction/Project Manager.

The Construction/Project Manager may direct the Contractor to maintain the pavement surface which the City will pay for.

The City is responsible for snow removal on sections of roadway open to the traveling public.

The Construction/Project Manager will coordinate snow removal with the Contractor and the City maintenance patrol.

The Contractor shall furnish warning devices, take protective and safety measures, and complete shoulder work, drainage structures, or other features of the work. If the Contractor fails to do so, the Construction/Project Manager will notify the Contractor in writing of the deficiency and the Contractor shall take corrective action within the time frame specified by the Construction/Project Manager.

The Contractor shall provide reasonable vehicular and pedestrian ingress and egress to adjoining properties during the duration of the Contract. The Contractor shall advise and schedule access modifications with local business owners and residences and the Construction/Project Manager at least 24 hours in advance.

The Contractor shall not open partially completed sections of the traveled way unless directed or approved by the Construction/Project Manager. If the traveled way is opened at the Contractor's request, the Contractor remains liable for costs associated with the opening until final acceptance of the project. The Construction/Project Manager will provide written instructions approving any sections which are to be opened. Such an opening shall not constitute a full or partial acceptance of the work or a waiver of any Contract provisions.

2. Rights in and use of Materials

The Contractor may use materials found in the excavation for completing pay items. Payment will be made for both the excavation of such materials at the corresponding contract unit price and for the pay item for which the excavated material is used.

If the excavated material would have been used to construct embankments or bridge approaches or for other purposes, any of which would have been required to complete the contract, the Contractor shall replace the excavated material with acceptable material at no additional cost to the City. The City will not charge the Contractor for the use of the excavated material. The Contractor shall obtain written authorization from the Construction/Project Manager before excavating material that is within the ROW but outside the grading limits, as shown by the slope and grade lines. Prior to granting approval, the Construction/Project Manager will verify that the requirements of Section 107, "Legal Relations, Environmental Requirements, and Responsibility to the Public" (NMDOT, SSHBC 2019 Edn.) have been met. If not previously cleared environmentally, meeting these requirements will be the responsibility of the Contractor.

Unless otherwise provided, the Contractor may temporarily use the material from existing structures in the erection of a new structure but shall not, without the approval of the Construction/Project Manager, cut or otherwise damage such materials.

3. Storage of Materials

The Contractor shall request from the Construction/Project Manager written approval to store

equipment or materials within the ROW for the adequate execution of the work. The Contractor shall store equipment and materials to preserve quality and fitness, to protect against vandalism or theft, and to facilitate inspection. The Contractor shall be responsible for the replacement or repair of materials affected by inadequate protection.

4. Final Clean Up

Pits located on state or federal land are governed by the appropriate requirements of the City. The requirements of this section do not apply to a commercial source.

Before final acceptance all areas occupied by the Contractor or in connection with the work shall be cleaned of all deleterious material, rubbish, excess materials, temporary structures and equipment, and all parts of the work shall be left in a condition acceptable to the Construction/Project Manager or otherwise required by the Contract. To avoid the requirement of removal of equipment from private property before final acceptance, the Contractor shall make appropriate arrangements with private property owners and provide documentation of the arrangement to the Construction/Project Manager.

The Contractor shall not allow borrow pits and surfacing pits to change the general pattern of existing drainage. Unless borrow pits or surfacing pits are suitable to develop as ponds or lakes and the property owner has notified the City in writing that such development is planned, the Contractor shall where practicable leave all pits well drained.

The Contractor shall, when excavation is complete, contour grade pits, except quarry pits, to blend with the natural topography of the surrounding area or in accordance with the Contract or agreements with the property owners.

5. Compliance with Plans and Specifications

The Contractor shall perform the work and provide the materials in substantial compliance with the lines, grades, cross sections, dimensions, and material requirements as specified by the Contract. The City's failure to discover or reject work or materials not in substantial compliance with the Contract during the work shall not be considered an acceptance of the work or materials, or a waiver of defects. The City’s failure to properly perform inspections or tests shall not relieve the Contractor from its obligation to perform the work and provide materials in substantial compliance with the Contract and shall not be considered the City’s acceptance of the work or materials.

If the Construction/Project Manager determines that work or materials are unacceptable, the Contractor shall remove, replace and correct the work or materials at no additional cost to the City. The Construction/Project Manager’s determination that the work or materials are unacceptable shall not form the basis of a claim for additional contract time or additional compensation.

If work does not comply or substantially comply with the Contract, the Construction/Project Manager may determine the work is nonetheless acceptable. If accepted the

Construction/Project Manager will, by change order, provide an adjustment for work or materials.

6. Coordination with Utilities

The Contractor shall comply with the Notice to Contractors regarding cooperation with utilities for relocations, adjustments, and installations of utilities. The Contractor's responsibility is to adequately coordinate, notify, or comply with the Contract and failure to do so shall not form the basis for an extension of contract time or additional compensation.

The Contractor shall copy the Construction/Project Manager on all communications with utilities. For telephonic communications a summary of the communication shall be provided to the Construction/Project Manager monthly.

The Contractor shall be responsible for complying with the New Mexico Excavation Law, NMSA 1978, Section 62-14-1 through -10 (NMDOT, SSHBC 2019 Edn.), which provides the procedures and requirements related to the performance of project excavation work.

Failure by the utility owner to relocate, adjust, or install the utility in accordance with the Contract may result in the Construction/Project Manager issuing written direction to the Contractor directing that the Contractor shall relocate, adjust, or install the utility.

The Contractor shall terminate operations in the immediate area of a utility conflict not identified in the Contract and encountered during the work. The Contractor shall immediately provide written notice to the Construction/Project Manager of the conflict. The Contractor shall continue work in other areas. The Construction/Project Manager shall provide written notification to the Contractor when work may commence in the area of terminated operations. The Contractor shall make requests for additional contract time or compensation. Where utility conflicts not identified in the Contract are present, the Contractor shall provide the Construction/Project Manager, on a weekly basis, evidence of adequate coordination and cooperation with utilities. Neither additional contract time nor compensation will be provided where the Contractor fails to provide the Construction/Project Manager, on a weekly basis, evidence including a telephonic log of communications concerning the Contractor's continued cooperation and coordination activities with utilities.

7. Cooperation between Contractors

The City reserves the right at any time to contract for and have performed other work on or near the Project.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work without interfering or hindering the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with

the Contract and shall protect and hold harmless the City for all damages or claims.

If the Contractor and one (1) or more other Contractors are unable to agree upon the sequence of work or other matters, the Contractor(s) shall request that the Construction/Project Manager provide a written decision on the issue. The Construction/Project Manager will allow a reasonable time for all parties to respond and, after reviewing the information received, will issue a decision binding on all parties within seven (7) days of receiving such information.

8. Inspection of Work

The Contractor shall provide the Construction/Project Manager with 48-hour notice for inspection of the work. Failure by the Contractor to provide the proper notice may result in the City directing the work performed without inspection to be removed at no cost to the City.

The Contractor shall provide the City access to the work and provide all information, equipment, and assistance requested or required to make a complete and detailed inspection of the work. All materials and each part or detail of the work shall be subject to inspection by the City.

The Construction/Project Manager may direct the Contractor to remove or uncover portions of the finished work, at any time before final acceptance of the work. The Contractor shall restore the portions of the work to the standard required by the Contract after the Construction/Project Manager's examination. If the examined work is acceptable, the City will pay for the removal and restoration as extra work. However, if the examined work is unacceptable, the Contractor shall remove and restore the work at no additional cost to the City.

Action or inaction by a City Inspector shall not relieve the Contractor from any responsibility under the Contract for acceptable work in conformity with the Contract. The failure to properly perform inspections, tests or approvals by the City shall not relieve the Contractor from its obligation to perform the work in strict conformance with the Contract.

9. Removal of Unacceptable and Unauthorized Work

Work that does not conform to the requirements of the Contract shall be unacceptable unless it is determined by the Construction/Project Manager to be acceptable. Should any defective work or material be discovered, before final acceptance, the City will issue a non-conformance.

Prior to City acceptance, the Contractor shall replace or repair materials damaged in transit or during handling at no additional cost to the City.

The Contractor shall remove unacceptable work resulting from causes existing before the final acceptance of the work and replace in an acceptable manner at no additional cost to the City. The Construction/Project Manager will set the time limit for the replacement work.

The City shall not pay for the following under the provisions of the Contract:

Work performed contrary to the Construction/Project Manager's direction or as provided in the Contract;
work performed beyond the lines and grades on the plans; or, work performed without authority.

Upon failure of the Contractor to comply with the removal and replacement of unacceptable or unauthorized work within the time specified by the Construction/Project Manager, the Construction/Project Manager shall have authority to cause unacceptable work to be removed and replaced. The Construction/Project Manager will then deduct from the monies due or that become due to the Contractor the cost of removing or replacing the unacceptable or unauthorized work.

10. Maintenance During Construction

The Contractor shall maintain the work during construction and until the City accepts the work. This maintenance shall consist of continuous, daily work with adequate equipment and work force so that the roadway and structures are kept in satisfactory condition. The Contractor shall be responsible for maintaining the project free and clear of deleterious materials including debris, weather related remnants, snow, loose materials and trash. The City will be responsible for snow removal operations on travel lanes open and utilized by the public.

The Contractor shall maintain the previous course and subgrade when the plans require the Contractor to place traffic on the unfinished roadway.

All maintenance work during construction and before the project is accepted shall be incidental. The City shall not pay the Contractor an additional amount for this work.

11. Failure to Maintain Roadway or Structure

If the Contractor fails to maintain the project, the Construction/Project Manager shall notify the Contractor in writing of the failure. If the Contractor does not take corrective action in the timeframe specified, the Construction/Project Manager may issue a written notice of “Non-Conformance” or notice of the Contractor’s apparent “Default of Contract.”

If the Contractor does not begin maintenance after notice of non-conformance or default of contract, the Construction/Project Manager may begin maintenance of the project. For corrective actions implemented by the Construction/Project Manager, the Contractor shall reimburse the City for any incurred costs of such maintenance plus an additional ten percent (10%) for administrative costs.

12. Project Closure

a. Step I. Contractor Notice of Projected Substantial Completion Date
b. Step II. Completion Conference
c. Step III. Termination of Contract Time
d. Step IV. Project Inspection and Development of Punch List

e. Step V. Notice of Punch List Completion and Request of Final Inspection
f. Step VI. Final Inspection
g. Step VII. Contractor Submittal of Final Documentation
h. Step VIII. Physical Completion and Release of Retainage and Final Payment

a. Step I. Contractor Notice of Projected Substantial Completion Date

The Contractor shall provide written notification to the Construction/Project Manager of the projected substantial completion date. This notice shall be provided a minimum of 30 days prior to the projected date unless otherwise approved by the Construction/Project Manager.

b. Step II. Completion Conference

Prior to the projected substantial completion date, the Construction/Project Manager shall conduct a completion conference with the Contractor to review the project and determine conformance with the Contract. The City and Contractor will address all outstanding work needed for substantial completion. The City and Contractor will agree on the schedule for completion of all work necessary for project closure.

Within five (5) days of the completion conference or as directed by the Construction/Project Manager the Contractor shall submit for approval by the Project Construction/Manager the Contractor's proposed updated schedule for project closure.

c. Step III. Termination of Contract Time and Determination of Substantial Completion

After the Steps I and II of project closure are complete and the Contractor has determined it is ready to request substantial completion, the Contractor shall provide to the Construction/Project Manager a written request to determine substantial completion. Within two (2) days of receipt of the request for substantial completion the Construction/Project Manager will issue a determination of substantial completion, contract time or, if applicable, liquidated damages assessments will cease upon substantial completion.

d. Step IV. Project Inspection and Development of Punch List

The Construction/Project Manager shall inspect the project to verify that all work is complete or develop punch list items upon the determination of substantial completion.

The Construction/Project Manager shall provide the Contractor written notice that all work is complete or shall provide a punch list. Contract time shall resume if the Contractor fails to provide acceptable work associated with the punch list within the agreed upon schedule that shall not exceed thirty (30) days and resumed contract time shall continue until all punch list work is accepted.

e. Step V. Notice of Punch List Completion and Request of Final Inspection

The Contractor shall provide written notification to the Construction/Project Manager that the

punch list is complete and request final inspection.

f. Step VI. Final Inspection

The final inspection by the Construction/Project Manager will be scheduled and conducted within five (5) days of the Contractor's written request for final inspection. If the inspection reveals unacceptable or unsatisfactory work, the Construction/Project Manager shall give the Contractor written instructions for correction and set the time limit for the Contractor to comply with these instructions. Upon the Contractor's correction of the work, written notification shall be provided to the Construction/Project Manager, the Construction/Project Manager shall make an additional inspection and notify the Contractor within four (4) days of the findings.

The Construction/Project Manager shall provide written notification of the final inspection acceptance to the Contractor within four (4) days.

The City will accept the project as soon as practicable after completion and inspection of the work. Acceptance is final and conclusive, except for the following situations:

1. Latent defects;
2. Fraud;
3. Gross mistakes that amount to fraud; or,
4. The City's warranty or guaranty rights.

g. Step VII. Contractor Submittal of Final Documentation

The Contractor shall submit a schedule for submittal of the following documents required by the Contract including the Final Payment Voucher, Certificate of Payment of Claims, Summary to Contractor, Pit Release Letter, additional named insured Insurance Bonding Release, Affidavit of Wages Paid, and Surety Release within five (5) Days of the date of the written notice of final inspection acceptance. For the Pit Release Acceptance by the Construction/Project Manager of a letter of intent from the landowner for future use may exempt haul roads or other areas from their vegetation requirements.

The Contractor shall furnish a completed Certificate of Payment of Claims form from persons or firms, including the Contractor, who have filed claims for additional compensation, for labor performed, or for material, supplies, or services furnished to the Contractor or its subcontractors.

The City shall withhold final payment and no late payment interest shall be due for the withheld payments until the Contractor furnishes all documents required by the Contract.

h. Step VIII. Physical Completion and Release of Retainage and Final Payment

Upon the completion of Steps "a" through "g" of Project Closure the Construction/Project Manager shall provide a written determination of physical completion to the Contractor. The

City shall not release retained amounts until physical completion and when the Contractor fully complies with all Contract requirements.

Until physical completion of the project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof, by the action of the elements or from other causes, whether arising from the execution or from the non-execution of the work.

The City shall prepare an estimate summary to the Contractor, which is used for the proposed final payment voucher. The proposed final payment voucher shall correct all prior progress payments and release retainage. The City shall withhold from the proposed final payment voucher liquidated damages and overpayments. The Contractor shall sign, approve and return the City's final payment voucher. Upon receipt of a signed and approved final payment voucher, the City shall accept the work and pay the balance due on the final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

If the Contractor disputes the final payment voucher, then the Contractor shall submit the Notice of Intent to Claim form within seven (7) days of receipt of the final payment voucher.

The Contractor shall not change or modify the final payment voucher. If a clerical error on the final voucher is discovered the Contractor shall notify the Construction/Project Manager in writing before the seven (7) day expiration. If the Construction/Project Manager agrees that there is clerical error, the Construction/Project Manager will correct the error and reissue the final payment voucher. If the Construction/Project Manager does not agree, the Construction/Project Manager shall notify the Contractor in writing and the Contractor shall have seven (7) days of receipt to sign the final payment voucher or submit a Notice of Intent to Claim. If the Contractor submits a Notice of Intent to Claim form or the timeframe to submit the Notice of Intent to Claim form expires, the City shall accept the undisputed work, pay the undisputed balance unilaterally due on the final payment voucher. A claim is forever barred if the claim is not timely and properly submitted within seven (7) days of receipt of the City's proposed final payment voucher. The City paying the balance due on the final payment voucher constitutes final acceptance.

Upon final acceptance, the City will complete its administrative process to close the project. Project closure occurs when the Construction/Project Manager signs the Project Closure form or Compass form for federally-funded projects.

C. Notice to Contractors

1. Special Contract Requirements: Owner/Contractor

You are hereby advised of the following:

a. The City of Santa Fe is the Principal Owner/Agency for the subject project. Any reference to the New Mexico Department of Transportation (NMDOT) or New Mexico

State Highway and Transportation Department within this bidding documents, shall be interpreted as, “City of Santa Fe”.

b. NMDOT Project Manager shall be interpreted as, “City of Santa Fe, Construction/Project Manager.”
c. NMDOT Traffic Engineer shall be interpreted as “City of Santa Fe, Traffic Engineer.”
d. District Traffic Engineer shall be interpreted a “City of Santa Fe, Traffic Engineer.”

2. Existing Conditions

It is the Contractor’s responsibility to verify existing conditions prior to construction start. Accessing existing utility infrastructure may require special coordination.

The Contractor shall notify 811 before beginning any work.

3. Overcharges

Overcharges resulting from antitrust violations are borne by the City. Through the submission of the bid, the Bidder certifies that s/he is duly authorized to assign, sell, convey, and transfer to the City all right, title and interest to all claims and causes of action the Bidder has or may acquire under state or federal antitrust laws provided that the claims or causes of action are related to the goods, materials or services that are the subject of this Contract and to the extent that the same are passed on to the City. Additionally, the Bidder certifies that it will require all of its subcontractors at all tiers to assign all federal and state antitrust claims and causes of action as described in the paragraph to the City. The provisions of this paragraph shall become effective at the time the City executes the Contract without further acknowledgment from the Bidder or the Bidder’s Subcontractors at all tiers.

4. Contract Time

The contract time count consisting of a contract completion time & substantial completion time shall govern this project.

a. Contract Completion Time
The term of this agreement shall be two (2) years from date of award with the option to extend for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. This agreement shall not exceed four (4) years.

b. Progress Schedule
The Contractor shall provide a progress schedule (CPM) to the City at the preconstruction conference (or sooner) for approval by the Construction/Project Manager prior to initiating any work on each task order. Contract & substantial completion time shall be shown on the Contractor’s progress schedule.

c. Contract Completion Date
The day count for all work will be assigned by the Construction/Project Manager on a

task-by-task basis. If the day count is not met, the Contractor shall be assessed liquidated damages for each consecutive working day or calendar day in excess of the completion date in accordance with the Contract.

d. Cumulative Imposition of Liquidated Damages
The Contract completion time and substantial completion time will be evaluated and applied independently for each task order, and liquidated damages may be cumulatively imposed as specified in the Contract for the failure to achieve any of the required time or date requirements for each and every task order.

5. Night Work and City Noise Ordinance

City Noise Ordinance SFCC §10-2.4 B.5 prohibits "operating, or causing to be used or operated, any equipment used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto: (a) in residential or commercial zone areas between the hours of 9:00 p.m. and 7:00 a.m. the following day; and (b) in any other areas of the city where such operation exceeds the sound level limits for an industrial land use." However, the City, Public Works Dept. has the ability to request an exemption to this ordinance in accordance with SFCC §10-2.8 PERMITS if it is deemed advantageous to the task order. The Contractor must request, in writing, a possible noise ordinance exemption prior to any work commencing on a task by task basis. If a permit is obtained, any night lane closures must be coordinated at least 48 hours in advance with the Construction/Project Manager and take into consideration times and duration of such night work in the vicinity of hotels and motels. The City reserves the right to restrict night work operations in the near vicinity of hotels and motels as may be necessary. Should the Contractor work nights, the City may require the Contractor to turn off idling equipment and equipment back-up alarms (audible reverse signal alarms) within noise sensitive areas and substitute such use with an observer/signal person per OSHA requirements. Such cases will be evaluated and determined by the city on a case-by-case basis.

6. Cooperation with Utilities

For construction purposes, this Notice to Contractors ("NTC") does not supersede or alter the obligations in the 2019 Edition of the New Mexico Department of Transportation ("NMDOT") Standard Specifications for Highway and Bridge Construction, ("Standard Specifications") Section 105.6, "Cooperation with Utilities". The task order may or may not affect utilities. The City may or may not own the utilities that are within the project limits. Therefore, the Contractor shall coordinate with both the City and the respective utility identified in this NTC. Failure by the Contractor to comply with this NTC and the Contract may result in delays to the project and may result in Non-Conformances. This coordination and associated work shall be considered incidental to the completion of the Project and no separate measurement or payment will be made.

The Contractor shall preserve line location markings or provide an offset mark before obliterating a locate mark. Restrictions exist regarding the use of emergency line locates. An emergency is defined as an excavation that must be performed due to circumstances beyond

the control of the Contractor and that affects public health, safety or welfare. Emergency locate request shall not be used to circumvent poor job planning or economic consequences.

a. City Owned Facility Infrastructure

If a Contractor's or Subcontractor's activities at any tier, destroys, obliterates, covers or in any way alters utility markings put in place by the City, the Contractor shall ensure that those line markings are reestablished or provide offset markings before the Contractor or its Subcontractor at any tier begins Work in the affected area. The Contractor shall both photo document the utility markings in their construction area prior to disturbing those markings and photo document the remarked utility alignment or the offset markings to ensure accuracy to the original markings. Photos will clearly identify distances and/or recognizable features needed to ensure re-markings or offset markings are accurate.

If the Contractor or Subcontractor at any tier fails to accurately reestablish previously placed line markings and damage occurs to any City owned facility infrastructure the Contractor shall be responsible for all associated repair costs and no additional Contract Time will be granted for repairs. If any City owned facility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the City. City incurred costs related to damage to City owned facility infrastructure may be recovered from the Contractor by progress payment offset or the Contractor's project performance bond. All damaged infrastructure will be repaired as an emergency repair (within 24-hours) and shall be performed in accordance with the Standard Specifications.

b. Non-City Owned Utility Infrastructure

Utilities shown on the plans, which may or may not be relocated, shall require the Contractor to take the necessary precautions to protect the utility from damage caused by the work. If any such utility is damaged, the Contractor shall bear the cost of repair to the satisfaction of the utility owner. The Contractor shall be responsible for all associated repair costs and no additional contract time will be granted for repairs.

c. Utility Owners and Their Contract Information:

UTILITY OWNER: City of Santa Fe – Water
Water Division
Contact: John Del Mar, P.E.
505.955.4231, jpdelmar@santafenm.gov

UTILITY OWNER: City of Santa Fe – Sanitary Sewer
Wastewater Management Division
Contact: T. Stanley Holland, P.E.
505.955.4637, tsholland@santafenm.gov

UTILITY OWNER: CenturyLink

Century Link – Fiber Optic and Phone Lines
Contact: Ben Wiltbank, Terra Technologies LLC
505.252.9472, Benjamin.Wiltbank@lumen.com

UTILITY OWNER: Comcast
Comcast – Cable
Contact: David Aikin
505.438.1930, David_Aikin@comcast.com

UTILITY OWNER: NM Gas Company
NM Gas Company – Gas
Contact: Frank Aragon
505.470.0668, Frank.Aragon@nmgco.com

UTILITY OWNER: PNM Distribution System
PNM – Electric
Contact: Eric Winkler
505.473.3221, Eric.Winkler@pnm.com

UTILITY OWNER: PNM Transmission System
PNM –Electric
Contact: Julia Seymour
505.373.5444, julia.seymour@pnm.com

7. Restricted Work Hours

No lane closures shall be permitted during peak hours (6 am to 9 am and 4 pm to 7 pm). During peak hours, all lanes shall remain open and accessible. At all times, access shall be provided to properties and businesses.

The Contractor shall comply with City Noise Ordinance (Ordained as Code 1973, §31.2-1 by Ord. #1981-10, §1; SFCC 1981, §6-23-1), as well as any subsequent changes to the ordinance throughout the term of this contract.

8. Historic District Concrete Color

All new sidewalk, curb and gutter and median paving concrete placed in historic districts shall be "earth toned". The City of Santa Fe Historic Preservation Division has selected "Oatmeal Buff" from the QC Colortech color chart or an approved equal, as the designated color choice for all new concrete in the Historic Districts.

For items in the 608 and 609 concrete series may be tinted to the "Oatmeal Buff" sample, or an equivalent color as directed by the Construction/Project Manager.

When item 608404 Concrete Median Pavement 4" (Colored and Patterned) is placed in a historic district, "Oatmeal Buff" from the QC Colortech color chart or an equivalent color as directed by the Construction/Project Manager, shall be used to tint the concrete.

The color added to the concrete for the above-mentioned items shall be included in the cost of the items, no additional payment will be made.

The Contractor shall follow the manufacturer's mixing requirements for the colored concrete.

9. Material, Compaction and Other Testings

This work shall consist of compaction testing, material testing, and other testing in accordance with the plans and specifications of each task order.

This work is to be done by a commercial materials testing laboratory run by a licensed professional engineer. The testing lab will be a sub-contractor to the general contractor.

Testing shall be done using a commercial materials testing laboratory.

It will be the responsibility of the Contractor to schedule testing. The Construction/Project Manager shall be notified daily of the intended testing times.

The Contractor shall submit testing laboratory invoices monthly.

Testing will be paid at the invoice amount billed to the Contractor by the testing laboratory, and submitted to and approved by the Construction/Project Manager.

Payments to the Contractor will be made only after the Construction/Project Manager has received all current test and analysis reports for the invoicing period.

Testing shall be performed as required by the specification and the "New Mexico Department of Transportation Minimum Testing Requirements" (NMDOT, SSHBC 2019 Edn.).

10. Mobilization

The City shall pay mobilization on a per mile basis. The payment will be made for a one time, one-way trip from the contractor's yard to the project site.

For multiple project sites; the Contractor will be paid for the additional mileage from the previous work site to the next work site on a one time one way basis.

11. Traffic Control Management

All traffic control devices, including but not limited to signage, temporary markings, attenuators, barrels, vertical panels, flagmen, pilot cars, etc. needed for the tasks will be considered incidental to the traffic control management.

Traffic control will be paid on a per day basis for minor and major traffic controls.

Minor traffic control projects will be limited to projects that do not impede otherwise open traffic lanes. Some examples of minor traffic control projects include; shoulder work, trail work, work protected by roadway closures that require one time setup.

Major traffic control projects are all those projects that include but are not limited to lane drops, flag man operations, pilot-car operations, daily detours and lane/street closures.

D. Project: Per Task Order

E. City Department: Public Works

F. Distribution:

City	Regina Wheeler, Public Works Department Director
Contractor	GM Emulsion, LLC
Engineer	TBD (per Task Order)
Construction Manager	TBD (per Task Order)
Project Manager	TBD (per Task Order)

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed as per task order. When a task order is issued, the awarded contractor will price the items in Attachment 1 according to the prices bid and will price the items in Attachment 2 according to the specifications in the Task Order for those items.

The total amount payable to the Contractor under this Agreement, including Alternates (if needed), shall not exceed ten million dollars ($10,000,000.00) excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor. 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 those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection

to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or for failure to make payment within the time specified herein.

D. Escalation/Reduction Clause

For items in Attachment 1, the Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, City of Santa Fe and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Awarded Contractor shall submit all pricing increase requests to City of Santa Fe directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.) City's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. Requested price increases that exceed 10% will not be accepted. No price increase may result in a higher profit margin for the Awarded Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If Awarded Vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **May 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). It can be extended for an additional period of two (2) years on a year-by-year basis, by mutual agreement of all parties and approval of the City of Santa Fe at the same terms and conditions. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. 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 Agreement.

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.

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and (2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of City ship 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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

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 Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

1. Change Orders

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to tasks or sub-task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the change request to the Contractor within a maximum of ten (10) business days of receipt of the change request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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 Agreement may be terminated by the City.

21. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance

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

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

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this

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

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

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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement 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 Agreement, 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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 Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the

remainder of this Agreement shall not be affected and shall be valid and enforceable.

27. Enforcement of Agreement.

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

28. Notices.

Any notice required to be given to either party by this Agreement 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: Regina Wheeler, Public Works Department, City of Santa Fe, P.O. Box 909, Santa Fe, NM 87504-0909, rawheeler@santafenm.gov.

To the Contractor: Gabriel Martinez, GM Emulsion, LLC., 5935 Agua Fria Street, Santa Fe, NM 87507, gabriel@gmemulsion.com.

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

30. Progress Payments.

Based upon Application for Payment submitted to the City by the Contractor and Certificates for Payment issued by the City, the City shall make progress payments on account of the Contract sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the work and one hundred percent (100%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the City; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract sum, less such amounts as the City shall determine for all incomplete work and unsettled claims as provided in the Contract documents.

31. Liquidated Damages.

Should the Contractor neglect, refuse, or otherwise fail to complete the work within the Contract Time for Physical Completion or any extension in the Contract thereof, the Contractor agrees to pay the City the amount specified in section 108.8 Liquidated Damages in the 2014 Edition (NMDOT SSHBC), per consecutive calendar day that passes until Physical Completion and acceptance or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

32. Final Payment.

Final payment, constituting the entire unpaid balance of the Contract sum, unless it is a disputed payment, shall be paid by the City to the Contractor within twenty-one (21) calendar days, after all deficiencies to the Contract document that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the City. In addition, the Contractor shall provide to the City a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

33. Schedule.

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit a progress schedule covering project operations for the 30-day Contract period. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the contractor to implement the CPM shall be borne by the Contractor, and are part of their Contract.

34. General and Special Provisions

A. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

B. An enumeration of the Contractor's General Comprehensive Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the maximum amounts, which the City could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the City. It is the sole responsibility of the Contractor to be in compliance with the law.

C. This Agreement shall not become effective until: (1) approved by the Governing Body; and (2) signed by all parties required to sign this Agreement.

D. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive illegal payments.

E. The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.

F. The Contractor hereby warrants that the Contractor complies with the Americans with Disabilities Act, 29 CFR 1630.

G. 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.

H. Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

I. Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

J. Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

K. Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms “Agreement” and “Contract” shall have the same meaning and shall be interchangeable.

L. Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.

M. Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one Contract Document shall be as binding as if required by all.

N. Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

O. Pursuant to Section 13-4-11. NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: May 14, 2023

CONTRACTOR:
GM Emulsion, LLC.

GABRIEL MARTINEZ
VICE-PRESIDENT

DATE:

CRS# 03-181502-00-2
Registration # 110289

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 18, 2023 16:11 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (May 12, 2023 17:51 MDT)

EMILY OSTER, FINANCE DIRECTOR

Various
Org. Name/Org#

ATTACHMENT 1

Unit bid price fixed unless amended.

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$15.00	$15.00	$12.00
2	203100	Borrow	C.Y.	1	$25.50	$20.00	$25.00	$18.00
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$15.00	$20.00	$20.00
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$18.00	$20.00	$25.00
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$40.00	$10.00	$15.00
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$0.50	$0.50	$0.50
7	207000A	Subgrade Preparation (501-1,500 SY/IN)	S.Y./IN	1	$6.50	$0.40	$0.50	$0.50
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$0.40	$0.50	$0.50
9	208000	Linear Grading	Mile	1	$2,500.00	$6,000.00	$5,000.00	$7,500.00

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10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,500.00	$5,000.00	$7,500.00
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$25.00	$25.00	$50.00
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$20.20	$20.00	$50.00
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$2.25	$2.50	$5.00
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.50	$2.50	$2.00
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.25	$2.40	$2.00
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.00	$2.30	$2.00
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.00	$14.40	$12.00
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$12.00	$20.00	$25.00
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$110.00	$100.00	$65.00
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$800.00	$1,000.00	$950.00
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$900.00	$1,000.00	$1,250.00
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,000.00	$1,100.00	$1,500.00
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$180.00	$175.00	$150.00
24	408100	Prime Coat Material	Ton	1	$1,045.00	$900.00	$1,100.00	$950.00
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$3.25	$3.00	$3.50

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26	411100	Polymer Binder/Aggregate Blend Crack Repair (1" – 6" Wide cracks)	LB	1	$4.95	$3.20	$4.00	$4.50
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$2.15	$2.25	$1.35
30	414120	Cold Milling (Asphalt) 2"	S.Y.	1	$1.50	$20.00	$4.50	$1.35
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$15.00	$12.00	$15.00
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$30.00	$48.00	$165.00
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$33.00	$45.00	$165.00
34	417100	Asphalt Curb (6" Width)	L.F.	1	$55.00	$15.00	$10.00	$50.00
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$7.00	$7.65	$13.00
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$6.00	$7.60	$13.00
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$5.00	$7.55	$13.00
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$220.00	$200.00	$150.00

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39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$10.00	$7.65	$13.00
40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$8.00	$7.60	$13.00
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$7.50	$7.55	$13.00
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$5.00	$25.00	$165.00
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$1.95	$240.00	$315.00
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$252.00	$400.00	$165.00
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,790.00	$915.00	$1,760.00
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$3.50	$4.00	$16.00
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$5.00	$5.00	$10.00
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$600.00	$700.00	$1,760.00
49	516000	Flowable Fill	C.Y.	1	$250.00	$120.00	$150.00	$360.00
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$1.50	$2.00	$5.00
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.25	$2.00	$2.50

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52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.50	$3.00	$2.50
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$450.00	$435.00	$250.00
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$450.00	$609.00	$275.00
55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$450.00	$555.00	$360.00
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$62.00	$80.00	$50.00
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$94.00	$110.00	$70.00
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$130.00	$147.00	$90.00
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$450.00	$550.00	$750.00
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$145.00	$180.00	$125.00
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$550.00	$1,000.00	$1,500.00
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$205.00	$215.00	$150.00
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$1,300.00	$1,400.00	$1,900.00
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$260.00	$285.00	$225.00
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$3,800.00	$3,000.00	$4,000.00
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$140.00	$115.00	$100.00
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$980.00	$385.00	$500.00
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$207.00	$218.00	$120.00
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,300.00	$570.00	$760.00
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$35.00	$30.00	$55.00

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71	601110	Removal of Surfacing	S.Y.	1	$3.30	$9.00	$7.50	$3.00
72	602010	Riprap Class B	C.Y.	1	$275.00	$250.00	$200.00	$250.00
73	602030	Riprap Class D	C.Y.	1	$275.00	$200.00	$150.00	$250.00
74	602060	Riprap Class G	C.Y.	1	$275.00	$220.00	$215.00	$250.00
75	602200	Gabions with rocks	C.Y.	1	$385.00	$280.00	$340.00	$350.00
76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$450.00	$750.00	$4,500.00
77	603200	Silt Fence	L.F.	1	$7.50	$8.00	$2.50	$5.50
78	603220	Check Dam Type I	L.F.	1	$70.00	$8.00	$20.00	$5.50
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$200.00	$200.00	$200.00
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$200.00	$250.00	$200.00
81	603261	Mulch Socks	L.F.	1	$4.00	$8.00	$3.00	$7.00
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$8.00	$3.50	$7.00
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$50.00	$55.00	$55.00
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$130.00	$140.00	$145.00
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,000.00	$3,200.00	$3,300.00
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$3,750.00	$4,000.00	$4,125.00
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$4,500.00	$5,000.00	$5,000.00

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89	606499	Post and Cable Barrier	L.F.	1	$55.50	$18.00	$20.00	$62.00
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.50	$3.50	$10.00
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.50	$4.00	$10.00
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$23.00	$25.00	$55.00
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$45.00	$200.00	$250.00
94	607080	Bike Racks	EACH	1	$1,150.00	$2,000.00	$500.00	$1,300.00
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	$1,200.00	$1,520.00
96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$120.00	$90.00	$140.00
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$115.00	$90.00	$130.00
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$110.00	$90.00	$115.00
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$140.00	$130.00	$150.00
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$135.00	$130.00	$140.00
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$130.00	$130.00	$127.05
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$140.00	$135.00	$140.00
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$120.00	$130.00	$140.00
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$25.00	$30.00	$71.50

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105	608400	Ada Ramp	S.Y.	1	$4,500.00	$65.00	$75.00	$5,000.00
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$140.00	$140.00	$150.00
107	609200	Header Curb	L.F.	1	$30.00	$35.00	N/B	$33.00
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$35.00	$42.60	$50.00
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$110.00	$160.00	$140.00
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$28.00	$42.60	$44.00
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$33.00	$42.60	$46.20
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$31.00	$42.60	$42.00
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$36.00	$42.60	$44.00

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116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$41.00	$42.60	$50.00
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1	$35.00	$26.00	$42.60	$38.50
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$28.00	$42.60	$50.00
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$26.00	$42.60	$44.00
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$26.00	$42.60	$38.50
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$33.00	$42.60	$55.00
123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$31.00	$42.60	$50.00
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$31.00	$42.60	$44.00

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125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$38.00	$42.60	$50.00
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$43.00	$42.60	$55.00
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$40.00	$42.60	$60.50
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$40.00	$42.60	$55.00
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$38.00	$42.60	$50.00
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$45.00	$42.60	$66.00
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$45.00	$42.60	$60.50
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$43.00	$42.60	$55.00
133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$45.00	$75.00	$137.50

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134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$50.00	$75.00	$143.00
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$42.00	$50.00	$46.20
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$80.00	$100.00	$88.55
137	609706	Concrete Laydown Curb and Gutter 6" X 24” (1-25 LF)	L.F.	1	$45.00	$34.00	$42.60	$50.00
138	609706A	Concrete Laydown Curb and Gutter 6" X 24” (26-250 LF)	L.F.	1	$40.00	$32.00	$42.60	$44.00
139	609706B	Concrete Laydown Curb and Gutter 6" X 24” (251+ LF)	L.F.	1	$35.00	$32.00	$42.60	$38.50
140	609706C	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (1-25 LF)	L.F.	1	$50.00	$39.00	$42.60	$55.00
141	609706D	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (26-250 LF)	L.F.	1	$45.00	$37.00	$42.60	$50.00
142	609706E	Concrete Laydown Curb and Gutter 6" X 24” **Colored** (251+ LF)	L.F.	1	$40.00	$37.00	$42.60	$44.00

Item #	Bid Item	Item description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	$85.00	$138.05
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$220.00	$2,100.00	$2,000.00
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$110.00	$1,100.00	$1,250.00
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$13,000.00	$8,500.00	$25,000.00
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$8,000.00	$9,500.00	$25,000.00
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$15,000.00	$9,500.00	$25,000.00
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$11,000.00	$8,500.00	$30,000.00
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$10,000.00	$8,500.00	$35,000.00
151	623600	Junction Box	EACH	1	$4,200.00	$600.00	$5,000.00	$25,000.00
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$3,000.00	$3,500.00	$10,000.00
153	632000	Class A Seeding	ACRE	1	$11,000.00	$8,712.00	$10,000.00	$15,750.00
154	632020	Class C Seeding	ACRE	1	$29,000.00	$15,300.00	$25,000.00	$35,000.00
155	632100	Manhole Extension	EACH	1	$1,400.00	$600.00	$1,000.00	$2,500.00
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$2,500.00	$2,500.00	$5,000.00

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157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$950.00	$1,500.00	$2,500.00
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$400.00	$500.00	$2,500.00
159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$7,000.00	$100,000.00	$5,000.00
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$7,500.00	$3,500.00	$7,500.00
161	663850	Water Valve Adjustment	EACH	1	$800.00	$400.00	$1,000.00	$1,500.00
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$300.00	$850.00	$1,500.00
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$200.00	$350.00	$500.00
164	667209	Crusher Fines	C.Y.	1	$175.00	$35.00	$50.00	$25.00
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$15.00	$40.00	$70.00
166	667500	Bollard	EACH	1	$1,200.00	$850.00	$350.00	$1,500.00
167	667501	Parking Bumpers	EACH	1	$250.00	$190.00	$100.00	$200.00
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$120.00	$115.00	$193.00
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$100.00	$100.00	$250.00
170	667515	Litter Receptacle	EACH	1	$850.00	$900.00	$500.00	$935.00
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,000.00	$1,000.00	$1,155.00
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,200.00	$1,100.00	$1,375.00
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	$30.00	$30.00

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174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$20.00	$15.00	$12.50
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$500.00	$185.00	$250.00
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	Deleted as per Amendment No. 3. Repeat of Bid Item #174.			
177	702000	Construction Signing	S.F.	1	$18.50	$0.20	$20.00	$12.00
178	702110	Portable Sign Support	EACH	1	$165.00	$2.00	$150.00	$5.00
179	702110	Portable Sign Support	EACH	1	Deleted as per Amendment No. 3. Repeat of Bid Item #178.			
180	702320	Vertical Panel	EACH	1	$85.00	$0.60	$3.50	$5.00
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$22,353.50	$20,000.00	$2,500.00
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$22,300.00	$23,400.00	$25,000.00
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$75,400.00	$75,000.00	$15,000.00
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$45.00	$19.00	$10.00
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.00	$0.50	$1.00
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$5.00	$9.00	$5.00

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187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.00	$0.50	$1.00
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$3.00	$1.75	$2.50
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$3.00	$10.25	$5.50
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$15.00	$9.00	$9.00
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$400.00	$175.00	$175.00
192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	$125.00	$120.00
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$300.00	$125.00	$120.00
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$250.00	$125.00	$115.00
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$350.00	$165.00	$160.00
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$50.00	$18.00	$20.00
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$300.00	$315.00	$320.00
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$450.00	$165.00	$160.00
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$0.80	$1.00	$1.00

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200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1	$4.60	$8.00	$4.50	$5.00
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1	$5.00	$7.50	$5.00	$5.00
202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1	$14.50	$16.00	$14.50	$15.00
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	$8.80	$15.00	$9.00	$9.00
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1	$22.40	$32.00	$22.50	$25.00
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$1,400.00	$475.00	$500.00
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$750.00	$400.00	$410.00

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208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$750.00	$400.00	$410.00
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$750.00	$300.00	$310.00
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,300.00	$375.00	$375.00
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$1,400.00	$375.00	$375.00
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$1,200.00	$300.00	$300.00

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214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$1,000.00	$300.00	$300.00
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$1,200.00	$375.00	$380.00
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$200.00	$12.50	$15.00
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$3,170.00	$3,330.00	$3,500.00
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$11,700.00	$12,000.00	$12,000.00
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$8,780.00	$9,200.00	$9,658.00
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,120.00	$5,375.00	$5,635.00
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$7,920.00	$8,300.00	$8,712.00
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$11,530.00	$12,100.00	$12,685.00
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$5,526.00	$5,800.00	$7,000.00
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$752.00	$790.00	$850.00
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$2,169.00	$2,275.00	$2,400.00
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$5,583.00	$5,860.00	$6,145.00
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$18.00	$19.00	$21.50
228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$25.00	$26.00	$35.00
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$31.00	$32.50	$50.00
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$1,215.00	$1,295.00	$1,340.00
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$1,305.00	$1,370.00	$1,500.00
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$5.40	$5.75	$6.00

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233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$9.40	$9.90	$10.50
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$760.00	$800.00	$850.00
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$6,500.00	$10,000.00	$1,500.00
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$3.00	$1.00	$1.00
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$500.00	$135.00	$140.00
		Bidder's Total Cost			$428,242.35	$522,202.60	$460,581.10	$457,535.45
		EXCEL Calculation			$428,242.35	$372,682.00	$460,611.10	$457,535.45
		DIFFERENCE			$0.00	$149,520.60	-$30.00	$0.00

ATTACHMENT 2

LIST OF LUMP SUM BID ITEMS

Final unit bid price as per Task Order

CITY OF SANTA FE PURCHASING OFFICE
200 Lincoln Avenue, Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda, CPO, Purchasing Officer

BID OPENING DATE: 3/14/2023 2:00 PM MST
ITB# 23/48/B On-Call Roadway and Trails Construction Services

Item #	Bid Item	Item Description	Unit of Measure	Quantity	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AA) GME	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AB) JDR	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AC) EMCO	Unit Bid Price Written in *Numbers* (Dollar & Cents) (AD) GM Emulsion
1	201000	Clearing and Grubbing (refer to Section 201, SSHBC)	L.S.	1	$8,250.00	$10,000.00	$13,000.00	$7,500.00
2	601000	Removal of Structures and Obstructions (refer to Section 601, SSHBC	L.S.	1	$38,500.00	$30,000.00	$20,000.00	$35,000.00
3	6032801	Storm Water Pollution Prevention Plan Preparation and Maintenance (refer to Section 603, SSHBC)	L.S.	1	$5,500.00	$6,500.00	$6,000.00	$5,000.00
4	617000	Vibration Monitoring (refer to Section 617, SSHBC)	L.S.	1	$19,800.00	$10,000.00	$50,000.00	$18,000.00
5	617003	Video Recording	L.S.	1	$600.00	$5,000.00	$500.00	$5,000.00
6	618011	Public Awareness (refer to Section 618, SSHBC)	L.S.	1	$2,500.00	$3,000.00	$500.00	$5,000.00
7	621000	Mobilization	L.S.	1	$2,000.00	$30,000.00	$10,000.00	$50,000.00

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8	663049	Preconstruction Utility Survey (refer to Section 663, SSHBC)	L.S.	1	$5,500.00	$4,000.00	$2,500.00	$5,000.00
9	702810	Traffic Control Devices for Construction (refer to Section 702, SSHBC)	L.S.	1	$44,000.00	$55,435.00	$55,000.00	$40,000.00
10	702811	Traffic Control Devices for Pedestrian and Bicyclist (refer to Section 702, SSHBC)	L.S.	1	$11,000.00	$4,503.00	$4,500.00	$10,000.00
11	705000	Signal/Lighting System Start-Up Costs	L.S.	1	$1,650.00	$1,309.80	$1,375.00	$1,500.00
12	707000	Traffic Signal Items Complete in Place (refer to Section 707, SSHBC)	L.S.	1	$139,989.00	$190,000.00	$199,500.00	$127,289.03
13	716000	Lighting Items Complete in Place (refer to Section 716, SSHBC)	L.S.	1	$137,500.00	$112,000.00	$118,000.00	$125,000.00
14	801000	Construction Staking by Contractor (refer to Section 801, SSHBC)	L.S.	1	$27,500.00	$30,000.00	$20,000.00	$25,000.00
15	802000	Post Construction Plans (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	4,000.00	7,500.00	10,000.00
16	901000	Contractor Process Quality Control (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	5,000.00	15,000.00	7,500.00
17	901012	Testing (refer to Section 801, SSHBC)	L.S.	1	$5,000.00	18,000.00	25,000.00	15,000.00
18	663000	Utility Relocations (refer to Section 663, SSHBC)	L.S.	1	$41,800.00	$35,070.20	$2,000.00	$38,122.26
		Total 1-18			**$501,089.00**	**$553,818.00**	**$550,375.00**	**$529,911.29**

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	L1	Clearing and grubbing	S.F.	48,700	$2,750.00	$12,000.00	$2,435.00	$2,500.00
	L2	Remove debris, trash, tires, concrete, etc.	C.Y.	215	$5,912.50	$14,500.00	$6,450.00	$5,375.00
	L3	Tree demolition (juniper and pinon with average height of 5-ft)	EACH	20	$3,300.00	$4,000.00	$3,000.00	$3,000.00
	L4	Tree preservation fencing	L.F.	292	$1,606.00	$2,000.00	$2,920.00	$1,460.00
	L5	4” Concrete	S.F.	685	$10,450.00	$6,165.00	$7,535.00	$9,590.00
	L6	Scoria rock in plant well	C.Y.	8	$220.00	$800.00	$800.00	$200.00
	L7	Mulch – general	S.F.	500	$8,250.00	$1,400.00	$250.00	$7,500.00
	L8	Shrubs, 1 gallon	EACH	110	$3,025.00	$11,500.00	$2,200.00	$2,750.00
	L9	Shade tree, 1.5” caliper	EACH	3	$825.00	$2,300.00	$450.00	$750.00
	L10	Revegetation seeding	S.F.	43,500	$5,500.00	$10,875.00	$10,875.00	$5,000.00
		Total of Scenario #19			$41,838.50 *Purchasing’s Calculations	$65,540.00	$36,915.00 *Purchasing’s Calculations	$38,125.00
19	664000	Landscape Complete (refer to Section 664, SSHBC)	L.S.	1	**$41,800.00** *Bidder’s Calculations	**$65,540.00**	**$46,590.00** *Bidder’s Calculations	**$38,125.00**

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20	617003	Vibration Monitoring (refer to section 617, SSHBC)	L.S.	1	**$17,600.00**	**$5,000.00**	**$9,600.00**	**$38,125.00**
		Total Attachment #2 *Purchasing's Calculations			$560,527.50	$624,358.00	$596,890.00	$606,161.29
		GRAND TOTAL ***Purchasing's Calculations**			**$988,769.85** *Does not match	**$997,040.00**	**$1,057,501.10** *Does not match	**$1,063,696.74**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Michelle Vialpando
PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Company of America	12572
INSURER B : Builders Trust of New Mexico	
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GM Emulsion LLC
5935 Agua Fria St.
Santa Fe, NM 87507

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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		S 2569261	4/12/2025	4/12/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X PD Ded: $1,000						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			S 2569261	4/12/2025	4/12/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			S 2569261	4/12/2025	4/12/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		5752	1/1/2025	1/1/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
A	Leased/Rented Eqpt			S 2569261	4/12/2025	4/12/2026	Ded: $1,000 / Limit:	100,000
C	Pollution/Environmen			CPLMOL127106	10/28/2024	10/28/2026	1,000,000 /	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project: S100770 CIP747A Tierra Contenta Trail Extension

City of Santa Fe are included as additional insured with regards to general liability. 30 Day Notice of Cancellation is included.

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#_____
Munis Contract#__3204021_____
Original Contract Item#_23-0224_____
ITB #: _23/48/B_____

CITY OF SANTA FE
AMENDMENT No. 1 TO
Construction Contract
ITEM#_23-0224

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE on-call CONSTRUCTION CONTRACT, dated May 14, 2023 (the "Contract"), between the City of Santa Fe (the "City") and GME General Building, LLC (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 on-call roadway and trail construction services, which consists of, but are not limited to: construction of new pavement, multi-use trail sections, and related infrastructure such as storm water drainage, bicycle, and pedestrian facilities, throughout the City of Santa Fe.

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 2, paragraph D of the Contract is amended by replacing Attachment 1 with the revised Attachment 1, attached hereto.

Article 2. of the Contract is hereby amended to add the following Article 2.E:

E. Cost Increases Due to Changes in Law

In the event that changes in tariff rates increases the price of goods or materials following the effective date of this amendment, the Contractor may request additional goods or materials cost increases from the City. In its request, the Contractor should identify the law that has impacted the price of goods or materials and how directly it impacts the specific goods or materials required by the Contractor for this specific contract. Subject to the availability of the budget and funding, the Public Works Director shall have the discretion to approve or disapprove unanticipated goods or material cost increases. To support her decision, the Public Works director may request further documentation from the Contractor to support goods or material cost increases.

To facilitate prompt consideration, all requests for cost increases must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

2. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on May 30, 2026 unless terminated pursuant to paragraph 4 (Termination) or paragraph 5 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

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.

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:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
GME General Building, LLC.

_____
ERIK TRUJILLO
VICE-PRESIDENT

DATE: Apr 10, 2025

CRS#03-420217-00-0

Registration # 19-00110289

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 11, 2025 15:54 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
FINANCE DIRECTOR

ATTACHMENT #1

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 120 Santa Fe, NM 87505
Travis Dutton-Leyda – CPO
Purchasing Officer

BID OPENING DATE: 3/14/23 2:00PM MST

ITB # 23/48/B - On-Call Roadway and Trails Construction Services

Awarded Contractor: GME General Building, LLC. (Item # 23-0224; Munis # 3204021)

Item #	Bid Item	Item description	Unit of Measure	Quantity	Current Unit Price Written in Numbers (Dollars & Cents)	Proposed New Unit Price Written in Numbers (Dollars & Cents)	Percentage of Increase/ (Decrease)
1	203000	Unclassified Excavation	C.Y.	1	$22.50	$27.00	20%
2	203100	Borrow	C.Y.	1	$25.50	$30.60	20%
3	203200	Unsuitable Material Excavation (Sub-excavation)	C.Y.	1	$27.80	$33.36	20%
4	203205	Sub-excavation & Re-compaction	C.Y.	1	$38.50	$46.20	20%
5	203211	Unstable Subgrade Stabilization	S.Y.	1	$15.50	$18.60	20%
6	207000	Subgrade Preparation (1-500 SY/IN)	S.Y./IN	1	$7.50	$9.00	20%
7	207000A	Subgrade Preparation	S.Y./IN	1	$6.50	$7.80	20%

7		(501-1,500 SY/IN)		1	$6.50	$7.80	20%
8	207000B	Subgrade Preparation (1,501+ SY/IN)	S.Y./IN	1	$5.50	$6.60	20%
9	208000	Linear Grading	Mile	1	$2,500.00	$3,000.00	20%
10	209000	Blading and Reshaping	Mile	1	$5,500.00	$6,600.00	20%
11	210000	Excavation & Backfill for Major Structures	C.Y.	1	$450.00	$540.00	20%
12	210005	Temporary Retaining Wall/Sloping	S.F.	1	$95.00	$114.00	20%
13	302000	Process Placing & Compact Exterior Pavement	S.Y.	1	$5.50	$6.60	20%
14	303015	Base Course (1-500 SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
15	303015A	Base Course (501-1,500 SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
16	303015B	Base Course (1,501+ SY/IN)	S.Y./IN	1	$2.25	$2.70	20%
17	303160	Base Course 6”	S.Y.	1	$13.25	$15.90	20%
18	403600	Open Graded Friction Course Complete (5/8”)	S.Y./IN	1	$27.50	$33.00	20%
19	405000	Detour Pavement Construction	S.Y.	1	$71.50	$85.80	20%
20	407000	Asphalt Material for Tack Coat	Ton	1	$1,045.00	$1,254.00	20%
21	407000A	Fog Seal for Roadway	Ton	1	$1,375.00	$1,650.00	20%
22	407000B	Fog Seal for Trails	Ton	1	$1,650.00	$1,980.00	20%
23	403701	Open Graded Friction Course Complete	Ton	1	$165.00	$198.00	20%
24	408100	Prime Coat Material	Ton	1	$1,045.00	$1,254.00	20%
25	411000	Hot Poured Crack Sealing	LB	1	$3.85	$4.62	20%

26	411100	Polymer Binder/Aggregate Blend Crack Repair (1” – 6” Wide cracks)	LB	1	$4.95	$5.94	20%
27	414000	Cold Milling (Asphalt) (1-10,000 SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
28	414000A	Cold Milling (Asphalt) (10,001 – 50,000 SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
29	414000B	Cold Milling (Asphalt) (50,001+ SY/IN)	S.Y./IN	1	$1.50	$1.80	20%
30	414120	Cold Milling (Asphalt) 2”	S.Y.	1	$1.50	$1.80	20%
31	416000	Minor Pavement	S.Y./IN	1	$16.50	$19.80	20%
32	416107	Minor Paving Type I, HMASP-III	S.Y.	1	$181.50	$217.80	20%
33	417000	Miscellaneous Paving	S.Y.	1	$181.50	$217.80	20%
34	417100	Asphalt Curb (6” Width)	L.F.	1	$55.00	$66.00	20%
35	423250	HMA-SP-III Complete (1-10,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
36	426250A	HMA-SP-III Complete (10,001 – 50,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
37	426250B	HMA-SP-III Complete (50,001+ SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
38	423283	HMA SP-IV Complete	Ton	1	$165.00	$198.00	20%
39	423283A	HMA SP-IV Complete-6422 Oil (1-10,000 SY/IN)	S.Y/IN	1	$14.30	$17.16	20%

40	423283B	HMA SP-IV Complete-6422 Oil (10,001-50,000 SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
41	423283C	HMA SP-IV Complete-6422 Oil (50,001+ SY/IN)	S.Y./IN	1	$14.30	$17.16	20%
42	451060	Concrete Pavement – 6” (Complete-Replace in-kind dowelled & wire mesh)	S.Y./IN	1	$250.00	$300.00	20%
43	451080	Concrete Pavement - 8”	S.Y.	1	$285.00	$342.00	20%
44	502030	Drilled Shaft Foundation 30” D	L.F.	1	$300.00	$360.00	20%
45	511000	Structural Concrete, CL A	C.Y.	1	$1,650.00	$1,980.00	20%
46	511500	Concrete Patch Work (1/4” to ½” Thick)	S.F.	1	$250.00	$300.00	20%
47	511501	Stucco (Color Determined by Project)	S.F.	1	$11.50	$13.80	20%
48	515000	Reinforced Concrete for Minor Structures	C.Y.	1	$1,650.00	$1,980.00	20%
49	516000	Flowable Fill	C.Y.	1	$250.00	$300.00	20%
50	531001	Permanent Anti-Graffiti Protective Coat	S.F.	1	$8.25	$9.90	20%
51	540060	Reinforcing Bars Grade 60	LB	1	$2.25	$2.70	20%
52	541200	Structural Steel for Miscellaneous Structures	LB	1	$3.35	$4.02	20%
53	543002A	Metal Railing, Type D	L.F.	1	$225.00	$270.00	20%
54	543002B	Metal Railing, Type W	L.F	1	$250.00	$300.00	20%

55	543002C	Metal Railing, Type Thrie	L.F.	1	$325.00	$390.00	20%
56	570012	12" Culvert Pipe	L.F.	1	$55.00	$66.00	20%
57	570018	18" Culvert Pipe	L.F.	1	$77.00	$92.40	20%
58	570024	24" Culvert Pipe	L.F.	1	$99.00	$118.80	20%
59	570025	24" Culvert Pipe End Section	EACH	1	$825.00	$990.00	20%
60	570030	30" Culvert Pipe	L.F.	1	$137.50	$165.00	20%
61	570031	30" Culvert Pipe End Section	EACH	1	$1,650.00	$1,980.00	20%
62	570036	36" Culvert Pipe	L.F.	1	$165.00	$198.00	20%
63	570037	36" Culvert Pipe End Section	EACH	1	$2,090.00	$2,508.00	20%
64	570048	48" Culvert Pipe	L.F.	1	$247.50	$297.00	20%
65	570049	48" Culvert Pipe End Section	EACH	1	$4,400.00	$5,280.00	20%
66	570425	18" Storm Drain Culvert Pipe	L.F.	1	$110.00	$132.00	20%
67	570429	18" Storm Drain Culvert Pipe End Section	EACH	1	$550.00	$660.00	20%
68	570437	24" Storm Drain Culvert Pipe	L.F.	1	$132.00	$158.40	20%
69	570441	24" Storm Drain Culvert Pipe End Section	EACH	1	$836.00	$1,003.20	20%
70	571000	3/8” Diamond Plate	S.F.	1	$25.00	$30.00	20%
71	601110	Removal of Surfacing	S.Y.	1	$3.30	$3.96	20%
72	602010	Riprap Class B	C.Y.	1	$275.00	$330.00	20%
73	602030	Riprap Class D	C.Y.	1	$275.00	$330.00	20%
74	602060	Riprap Class G	C.Y.	1	$275.00	$330.00	20%
75	602200	Gabions with rocks	C.Y.	1	$385.00	$462.00	20%

76	603100	Temporary Soil Stabilant	ACRE	1	$550.00	$660.00	20%
77	603200	Silt Fence	L.F.	1	$7.50	$9.00	20%
78	603220	Check Dam Type I	L.F.	1	$70.00	$84.00	20%
79	603250	Drop Inlet Protection Type I	EACH	1	$250.00	$300.00	20%
80	603251	Drop Inlet Protection Type II	EACH	1	$250.00	$300.00	20%
81	603261	Mulch Socks	L.F.	1	$4.00	$4.80	20%
82	603262	Composted Mulch Socks	L.F.	1	$4.00	$4.80	20%
83	606000	Metal Barrier W-Beam	L.F.	1	$50.00	$60.00	20%
84	606010	Metal Barrier Thrie - Beam	L.F.	1	$130.00	$156.00	20%
85	606050	Metal Barrier End Treatment (Anchorage)	EACH	1	$3,000.00	$3,600.00	20%
86	606051	End Treatment TL-3 End Terminal	EACH	1	$4,500.00	$5,400.00	20%
87	606052	End Treatment TL-2 End Terminal	EACH	1	$3,750.00	$4,500.00	20%
88	606054	End Treatment Thrie - Beam End Anchor	EACH	1	$4,500.00	$5,400.00	20%
89	606499	Post and Cable Barrier	L.F.	1	$55.50	$66.60	20%
90	607004	Barbed Wire Fence 4'	L.F.	1	$5.50	$6.60	20%
91	607005	Barbless Wire Fence 4'	L.F.	1	$5.50	$6.60	20%
92	607026	Chain Link Fence 6'	L.F.	1	$85.00	$102.00	20%
93	607079	Pedestrian/Bicycle Railing	L.F.	1	$225.00	$270.00	20%
94	607080	Bike Racks	EACH	1	$1,150.00	$1,380.00	20%
95	607455	Chain Link Gate, 8' X 8’	EACH	1	$1,250.00	$1,500.00	20%

96	608004	Concrete Sidewalk 4", (1-100 SY)	S.Y.	1	$125.00	$150.00	20%
97	608004A	Concrete Sidewalk 4", (101-500 SY)	S.Y.	1	$115.50	$138.60	20%
98	608004B	Concrete Sidewalk 4" (501+ SY)	S.Y.	1	$102.50	$123.00	20%
99	608005	Concrete Sidewalk 4" **Colored** (1-100 SY)	S.Y.	1	$135.50	$162.60	20%
100	608005A	Concrete Sidewalk 4" **Colored** (101-500 SY)	S.Y.	1	$125.50	$150.60	20%
101	608005B	Concrete Sidewalk 4" **Colored** (501+ SY)	S.Y.	1	$115.50	$138.60	20%
102	608106	Drive Pad 6"	S.Y.	1	$125.50	$150.60	20%
103	608204	Concrete Median Pavement 4"	S.Y.	1	$125.50	$150.60	20%
104	608300	Detectable Warning Plastic	S.F.	1	$65.00	$78.00	20%
105	608400	Ada Ramp	S.Y.	1	$4,500.00	$5,400.00	20%
106	608404	Concrete Medium Pavement 4" (Colored & Patterned)	S.Y.	1	$135.50	$162.60	20%
107	609200	Header Curb	L.F.	1	$30.00	$36.00	20%
108	609202	12”-18” Tall Cut-Off Wall	L.F.	1	$45.00	$54.00	20%
109	609204	Concrete Fillets (Valley Gutter Exclusive)	S.Y.	1	$125.50	$150.60	20%
110	609318	Concrete Sloped Curb and Gutter 6" X 18" (1-250 LF)	L.F.	1	$40.00	$48.00	20%
111	609318A	Concrete Sloped Curb and Gutter 6" X 18" (251+ LF)	L.F.	1	$35.00	$42.00	20%

112	609318B	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (1-250 LF)	L.F.	1	$42.00	$50.40	20%
113	609318C	Concrete Sloped Curb and Gutter 6" X 18" **Colored,** (251+ LF)	L.F.	1	$38.00	$45.60	20%
114	609324	Concrete Sloped Curb and Gutter 6" X 24" (1-100 LF)	L.F.	1	$45.00	$54.00	20%
115	609324A	Concrete Sloped Curb and Gutter 6" X 24" (101+ LF)	L.F.	1	$40.00	$48.00	20%
116	609324B	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (1-100 LF)	L.F.	1	$50.00	$60.00	20%
117	609324C	Concrete Sloped Curb and Gutter 6" X 24" **Colored,** (101+ LF)	L.F.	1	$45.00	$54.00	20%
118	609412	Concrete Vertical Curb & Gutter B 6"X12”	L.F.	1	$35.00	$42.00	20%
119	609418	Concrete Vertical Curb & Gutter B 6"X18", (1-25 LF)	L.F.	1	$45.00	$54.00	20%
120	609418A	Concrete Vertical Curb & Gutter B 6"X18", (26-250 LF)	L.F.	1	$40.00	$48.00	20%
121	609418B	Concrete Vertical Curb & Gutter B 6"X18", (251+ LF)	L.F.	1	$35.00	$42.00	20%
122	609418C	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (1-25 LF)	L.F.	1	$50.00	$60.00	20%

123	609418D	Concrete Vertical Curb & Gutter B 6"X18" **Colored,** (26-250 LF)	L.F.	1	$45.00	$54.00	20%
124	609418E	Concrete Vertical Curb & Gutter B 6"X18" **Colored** (251+ LF)	L.F.	1	$40.00	$48.00	20%
125	609424	Concrete Vertical Curb & Gutter B 6" X 24"	L.F.	1	$45.00	$54.00	20%
126	609424A	Concrete Vertical Curb & Gutter B 6" X 24" **Colored**	L.F.	1	$50.00	$60.00	20%
127	609430	Concrete Vertical Curb & Gutter 6" X 30", (1-30 LF)	L.F.	1	$55.00	$66.00	20%
128	609430A	Concrete Vertical Curb & Gutter 6" X 30" (31-250 LF)	L.F.	1	$50.00	$60.00	20%
129	609430B	Concrete Vertical Curb & Gutter 6" X 30", (251+ LF)	L.F.	1	$45.00	$54.00	20%
130	609430C	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (1-30 LF)	L.F.	1	$60.00	$72.00	20%
131	609430D	Concrete Vertical Curb & Gutter 6" X 30" **Colored** (31-250 LF)	L.F.	1	$55.00	$66.00	20%
132	609430E	Concrete Vertical Curb & Gutter 6" X 30" **Colored,** (251+ LF)	L.F.	1	$50.00	$60.00	20%

133	609600	Concrete Valley Gutter and Fillet 6" X Variable Width	L.F.	1	$125.00	$150.00	20%
134	609600A	Concrete Valley Gutter and Fillet **Colored,** 6" X Variable Width	L.F.	1	$130.00	$156.00	20%
135	609624	Concrete Valley Gutter 6" X 24"	L.F.	1	$30.00	$36.00	20%
136	609649	Concrete Valley Gutter 6" X 60"	L.F.	1	$70.00	$84.00	20%
137	609706	Concrete Laydown Curb and Gutter 6" X 24" (1-25 LF)	L.F.	1	$45.00	$54.00	20%
138	609706A	Concrete Laydown Curb and Gutter 6" X 24" (26-250 LF)	L.F.	1	$40.00	$48.00	20%
139	609706B	Concrete Laydown Curb and Gutter 6" X 24" (251+ LF)	L.F.	1	$35.00	$42.00	20%
140	609706C	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (1-25 LF)	L.F.	1	$50.00	$60.00	20%
141	609706D	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (26-250 LF)	L.F.	1	$45.00	$54.00	20%
142	609706E	Concrete Laydown Curb and Gutter 6" X 24" **Colored** (251+ LF)	L.F.	1	$40.00	$48.00	20%

143	609999	Concrete Curb Returns (Complete)	S.Y.	1	$125.00	$150.00	20%
144	618000A	Traffic Control Management (Major)	DAY	1	$1,050.00	$1,260.00	20%
145	618000B	Traffic Control Management (Minor)	DAY	1	$850.00	$1,020.00	20%
146	623001	Median Drop Inlet Type I (Urban) H=3'1" to 6'0"	EACH	1	$15,000.00	$18,000.00	20%
147	623045	Median Drop Inlet (Valley/U) H=3'1" TO 6'0"	EACH	1	$8,500.00	$10,200.00	20%
148	623311	Curb Drop Inlet Type 1-B to 4’	EACH	1	$35,000.00	$42,000.00	20%
149	623405	Drop Inlet 4'X4' (Type II) H=4'-1" TO 6'-0"	EACH	1	$13,500.00	$16,200.00	20%
150	623501	Transverse Drop Inlet	EACH	1	$9,500.00	$11,400.00	20%
151	623600	Junction Box	EACH	1	$4,200.00	$5,040.00	20%
152	623999	Modify Existing Inlet	EACH	1	$12,500.00	$15,000.00	20%
153	632000	Class A Seeding	ACRE	1	$11,000.00	$13,200.00	20%
154	632020	Class C Seeding	ACRE	1	$29,000.00	$34,800.00	20%
155	632100	Manhole Extension	EACH	1	$1,400.00	$1,680.00	20%
156	662300	Tie to Existing Manhole	EACH	1	$850.00	$1,020.00	20%
157	662400	Manhole Adjustments (Frame and Collar Cover to be Considered Incidental to This Pay Item)	EACH	1	$1,950.00	$2,340.00	20%
158	662500	Manhole Frame and Cover	EACH	1	$1,250.00	$1,500.00	20%

159	663001	Pressure-Reducing Valve (PRV) Relocation (refer to Section 663, SSHBC)	EACH	1	$5,500.00	$6,600.00	20%
160	663110	Remove & Relocate Fire Hydrant	EACH	1	$8,250.00	$9,900.00	20%
161	663850	Water Valve Adjustment	EACH	1	$800.00	$960.00	20%
162	663855	Adjust Valve Box to Grade	EACH	1	$450.00	$540.00	20%
163	667110	Mailbox Installation - Single	EACH	1	$450.00	$540.00	20%
164	667209	Crusher Fines	C.Y.	1	$175.00	$210.00	20%
165	667210	Landscape Gravel, (Santa Fe Brown)	S.Y./IN	1	$75.00	$90.00	20%
166	667500	Bollard	EACH	1	$1,200.00	$1,440.00	20%
167	667501	Parking Bumpers	EACH	1	$250.00	$300.00	20%
168	667505	Lay New Brick Sidewalk	S.Y.	1	$175.00	$210.00	20%
169	667510	Remove and Reset Brick Sidewalk	S.Y.	1	$225.00	$270.00	20%
170	667515	Litter Receptacle	EACH	1	$850.00	$1,020.00	20%
171	667520A	Park Bench 6’	EACH	1	$1,050.00	$1,260.00	20%
172	667520B	Park Bench 8’	EACH	1	$1,250.00	$1,500.00	20%
173	701000	Panel Signs	S.F.	1	$32.50	$39.00	20%
174	701100	Steel Post and Base Post for Aluminum Panel Signs	L.F.	1			
175	701030	Remove and Reset Panel Sign	EACH	1	$850.00	$1,020.00	20%
176	701100	Steel/Base Post for Aluminum Panel Signs	L.F.	1	$18.50	$22.20	20%

177	702000	Construction Signing	S.F.	1	$18.50	$22.20	20%
178	702110	Portable Sign Support	EACH	1	$165.00	$198.00	20%
179	702110	Portable Sign Support	EACH	1			
180	702320	Vertical Panel	EACH	1	$85.00	$102.00	20%
181	702610	Portable Changeable Message Sign	EACH	1	$14,500.00	$17,400.00	20%
182	702700	Temporary Traffic Signal Span (refer to Section 702, SSHBC)	EACH	1	$45,000.00	$54,000.00	20%
183	702710	Mobile Traffic Signal System	EACH	1	$65,000.00	$78,000.00	20%
184	703300	Reflective Barrier Delineator	EACH	1	$50.00	$60.00	20%
185	704000	Retroreflectorized Painted Markings 4", (Layout Inclusive)	L.F.	1	$1.25	$1.50	20%
186	704004	Retroreflectorized Painted Markings 12" (Layout Inclusive)	L.F.	1	$3.25	$3.90	20%
187	704099	Temporary Retroreflectorized Painted Markings 4"	L.F.	1	$1.25	$1.50	20%
188	704100	Removable Marking Tape 4"	L.F.	1	$5.00	$6.00	20%
189	704104	Removable Marking Tape 12"	L.F.	1	$22.50	$27.00	20%
190	704704	Hot Thermoplastic Pavement Marking 24"	L.F.	1	$18.50	$22.20	20%
191	704716	Hot Thermoplastic Pavement Marking (Thru/LT) Arrow	EACH	1	$350.00	$420.00	20%

192	704717	Hot Thermoplastic Pavement Marking Right Arrow	EACH	1	$250.00	$300.00	20%
193	704718	Hot Thermoplastic Pavement Marking Left Arrow	EACH	1	$225.00	$270.00	20%
194	704719	Hot Thermoplastic Pavement Marking Thru Arrow	EACH	1	$225.00	$270.00	20%
195	704720	Hot Thermoplastic Pavement Marking Word (Only)	EACH	1	$275.00	$330.00	20%
196	704728	Hot Thermoplastic Pavement Marking Yield Line	L.F.	1	$95.00	$114.00	20%
197	704734	Hot Thermoplastic Pavement Marking Sharrow Symbol	EACH	1	$275.00	$330.00	20%
198	704738	Hot Thermoplastic Pavement Marking Word (Yield)	EACH	1	$350.00	$420.00	20%
199	704754	Hot Thermoplastic Stripe 4”	L.F.	1	$1.75	$2.10	20%
200	704754A	Retroreflective Preformed Patterned Pavement Stripe 4”-3801-ES 3M Tape	L.F.	1	$4.60	$5.52	20%
201	704762	Hot Thermoplastic Stripe 12”	L.F.	1	$5.00	$6.00	20%

202	704762A	Retroreflective Preformed Patterned Pavement Stripe 12”-3801-ES 3M Tape	L.F.	1	$14.50	$17.40	20%
203	704764	Hot Thermoplastic Stripe 24”	L.F.	1	$8.80	$10.56	20%
204	704764A	Retroreflective Preformed Patterned Pavement Stripe 24”-3801-ES 3M Tape	L.F.	1	$22.40	$26.88	20%
205	704765	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Right) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$574.20	20%
206	704766	Retroreflective Preformed Patterned Pavement Marking Combination (Thru & Left) Arrow – 3801-ES 3M Tape	EACH	1	$478.50	$574.20	20%
207	704767	Retroreflective Preformed Patterned Pavement Marking Right Arrow – 3801-ES 3M, Tape	EACH	1	$407.00	$488.40	20%

208	704768	Retroreflective Preformed Patterned Pavement Marking Left Arrow – 3801-ES 3M Tape	EACH	1	$407.00	$488.40	20%
209	704769	Retroreflective Preformed Patterned Pavement Marking Thru Arrow – 3801-ES 3M, Tape	EACH	1	$308.00	$369.60	20%
210	704770	Retroreflective Preformed Patterned Pavement Marking Words (Only) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
211	704771	Retroreflective Preformed Patterned Pavement Marking Words (Stop) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
212	704774	Retroreflective Preformed Patterned Pavement Marking Words (X-ING) – 3801-ES 3M, Tape	EACH	1	$368.50	$442.20	20%
213	704775	Retroreflective Preformed Patterned Pavement Marking Words (PED) – 3801-ES 3M, Tape	EACH	1	$291.50	$349.80	20%

214	704782	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Bike) – 3801-ES 3M Tape	EACH	**1**	$291.50	$349.80	20%
215	704784	Retroreflective Preformed Patterned Pavement Marking Bike Symbol (Sharrows) - 3801-ES 3M Tape	EACH	**1**	$379.50	$455.40	20%
216	704870	Snow Plowable Reflective Raised Pavement Marker Type PH (Removal Inclusive)	EACH	**1**	$12.65	$15.18	20%
217	706110	Service Riser (Lighting)	EACH	**1**	$550.00	$660.00	20%
218	706210	Meter Pedestal (Lighting)	EACH	**1**	$11,880.00	$14,256.00	20%
219	706420	Light Control Cabinet-2 Circuit	EACH	**1**	$3,190.00	$3,828.00	20%
220	707530	Type V Standard, 30'	EACH	**1**	$4,730.00	$5,676.00	20%
221	707540	Type V Standard, 40'	EACH	**1**	$5,280.00	$6,336.00	20%
222	707550	Type V Standard, 50'	EACH	**1**	$5,830.00	$6,996.00	20%
223	707742	Type V Standard, 40', 2 Arms	EACH	**1**	$6,820.00	$8,184.00	20%
224	707801	Remove & Reset Type I Standard Complete	EACH	**1**	$935.00	$1,122.00	20%
225	707810	Remove & Reset Light Stand & Luminaire	EACH	**1**	$2,640.00	$3,168.00	20%
226	707820	Remove & Reset Traffic Signal & Mast Arm	EACH	**1**	$3,410.00	$4,092.00	20%
227	709020	Rigid Electrical Conduit 2"	L.F.	**1**	$21.50	$25.80	20%

228	709030	Rigid Electrical Conduit 3"	L.F.	**1**	$33.50	$40.20	20%
229	709040	Rigid Electrical Conduit 4"	L.F.	**1**	$47.50	$57.00	20%
230	710000	Electrical Pull Box (Standard)	EACH	**1**	$3,960.00	$4,752.00	20%
231	710010	Electrical Pull Box (Large)	EACH	**1**	$4,620.00	$5,544.00	20%
232	711102	Single Conductor 2	L.F.	**1**	$6.60	$7.92	20%
233	711230	Single Conductor 3/0	L.F.	**1**	$14.00	$16.80	20%
234	716701	LED Roadway Luminaire	EACH	**1**	$935.00	$1,122.00	20%
235	720060	Vehicular Impact Attenuators Unit-Work Zones	EACH	**1**	$14,500.00	$17,400.00	20%
236	721000	Removal of Pavement Marking (Water Blasting)	L.F.	**1**	$1.25	$1.50	20%
237	721101	Removal of Pavement Marking Symbol (Water Blasting)	EACH	**1**	$200.00	$240.00	20%
		Bidder's Total Cost			**$428,242.35**		
		EXCEL Caclulation			**$428,242.35**	**$513,890.82**	
		DIFFERENCE			**$0.00**	**$85,648.47**	**20%**

CITY OF SANTA FE

Memorandum

Date: March 25, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: Santa Fe PRIDE Alcohol Approval

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to the Human Rights Alliance ("HRA") to serve beer, wine, and cider at its annual Santa Fe PRIDE Festival on City of Santa Fe ("City") property, in the north-bound lane of Lincoln Avenue, adjacent to 100 S. Lincoln Avenue, on June 28, 2025.

SFCC 1987, Section 23-6.2, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2 (A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the Santa Fe PRIDE Festival;
- the location is the north-bound lane of Lincoln Avenue, adjacent to 100 S. Lincoln Avenue;
- the date is June 28, 2025;
- the time is 12:00 p.m. to 4:30 p.m.;
- the alcohol would be beer, wine, and cider;
- 12,0000 attendees are expected;
- a special dispenser permit is required; and
- liquor liability and general liability insurance will list the City as an insured and be not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Signe Lindell

Councilor Jamie Cassutt

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER, WINE, AND CIDER DURING THE SANTA FE PRIDE FESTIVAL ON JUNE 28, 2025, IN A BEER, WINE, AND CIDER GARDEN ADJACENT TO 100 S. LINCOLN AVENUE, PURSUANT TO SECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2, governs the consumption of alcohol on City property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, Pride is an annual, global celebration of the lesbian, gay, bisexual, transgender, and queer (LGBTQ+) community, that is held in June every year; and

WHEREAS, 2025 will mark Santa Fe's thirty-second year participating in the annual Pride celebration; and

WHEREAS, in 2024, over eleven thousand (11,000) people participated in the Santa Fe PRIDE festival; and

WHEREAS, the Santa Fe Human Rights Alliance would like to support a local business by partnering with Kelly's Liquor Barn to provide beverages for purchase at the Santa Fe PRIDE Festival event; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the Santa Fe PRIDE Festival is hereby approved according to the following parameters:

Event:	Santa Fe PRIDE Festival
Dates:	June 28, 2025
Hours:	12:00 p.m. – 4:30 p.m.
Location:	Beer, wine, and cider garden, to be located in the north-bound lane of Lincoln Avenue, adjacent to 100 S. Lincoln Avenue
Number of expected attendees:	12,000
Type of alcohol to be served:	Beer, wine, and cider
Required Permits:	Special Dispenser Permit
Required Insurance:	Liquor Liability and General Liability insurance with limits not less than $2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. The Santa Fe Human Rights Alliance shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

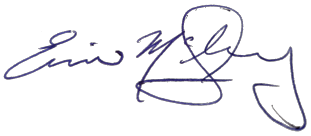
ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10668.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Santa Fe PRIDE Alcohol Approval

Sponsor(s): Councilor Signe Lindell and Councilor Jamie Cassutt

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar **Date:** 4/15/2025 **Phone:** (505) 955-6327

Reviewed by City Attorney: _____ **Date:** Apr 15, 2025

Reviewed by Finance Director: Emily K. Oster **Date:** Apr 15, 2025

Summary:
The proposed Resolution would authorize the sale and consumption of beer, wine, and cider at Santa Fe PRIDE Festival ("PRIDE"). A beer, wine, and cider garden would be held in the north-bound lane of Lincoln Avenue, adjacent to 100 S. Lincoln Avenue on June 28, 2025, from 12:00 p.m. to 4:30 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a resolution for events on Santa Fe City property that are not specifically listed in Section 6.2(A).

Departments Affected:
City Clerk's Office

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then the Santa Fe Human Rights Alliance will not be able to serve beer, wine, and cider as part of the Santa Fe PRIDE festival.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: ANDREA SALAZAR (Apr 8, 2025 13:51 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 2, 2025

To: Governing Body

From: Emily Oster, Finance Director
Andy Hopkins, Budget Officer AJH

Via: Mark Scott, City Manager

RE: FY2025-2026 Budget – Finance Committee Action

EXECUTIVE SUMMARY:

On behalf of the Mayor, the Finance Department requests approval of the Fiscal Year 2025-2026 Operating Budget.

BACKGROUND:

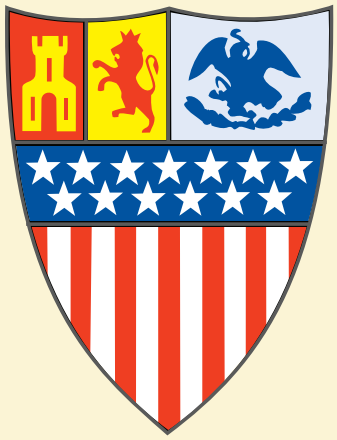
The proposed Fiscal Year 2025-2026 ("FY26") "All Funds" operating expenditures budget of $479.4 million reflects an increase of $39.4 million, or 8.9%, when compared to the FY25 original budget. The proposed FY26 General Fund expenditures budget totals $160.5 million, an increase of $21 million, or 15%, from the FY25 original budget. These increases are primarily attributable to employee salary increases recommended by the Classification & Compensation Study (of which the final two phases will be implemented in FY26), and to increases in employer contributions to the Public Employees Retirement Association (PERA) mandated by New Mexico State statute.

The attached packet includes the Proposed FY26 Budget Book, which incorporates the anticipated FY26 Organizational Chart and the budget summaries by department, fund and category for the FY26 Recommended 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



THE CITY OF
SANTA FE

Proposed FY 2025-26 Budget

PROPOSED FISCAL YEAR 2026 BUDGET

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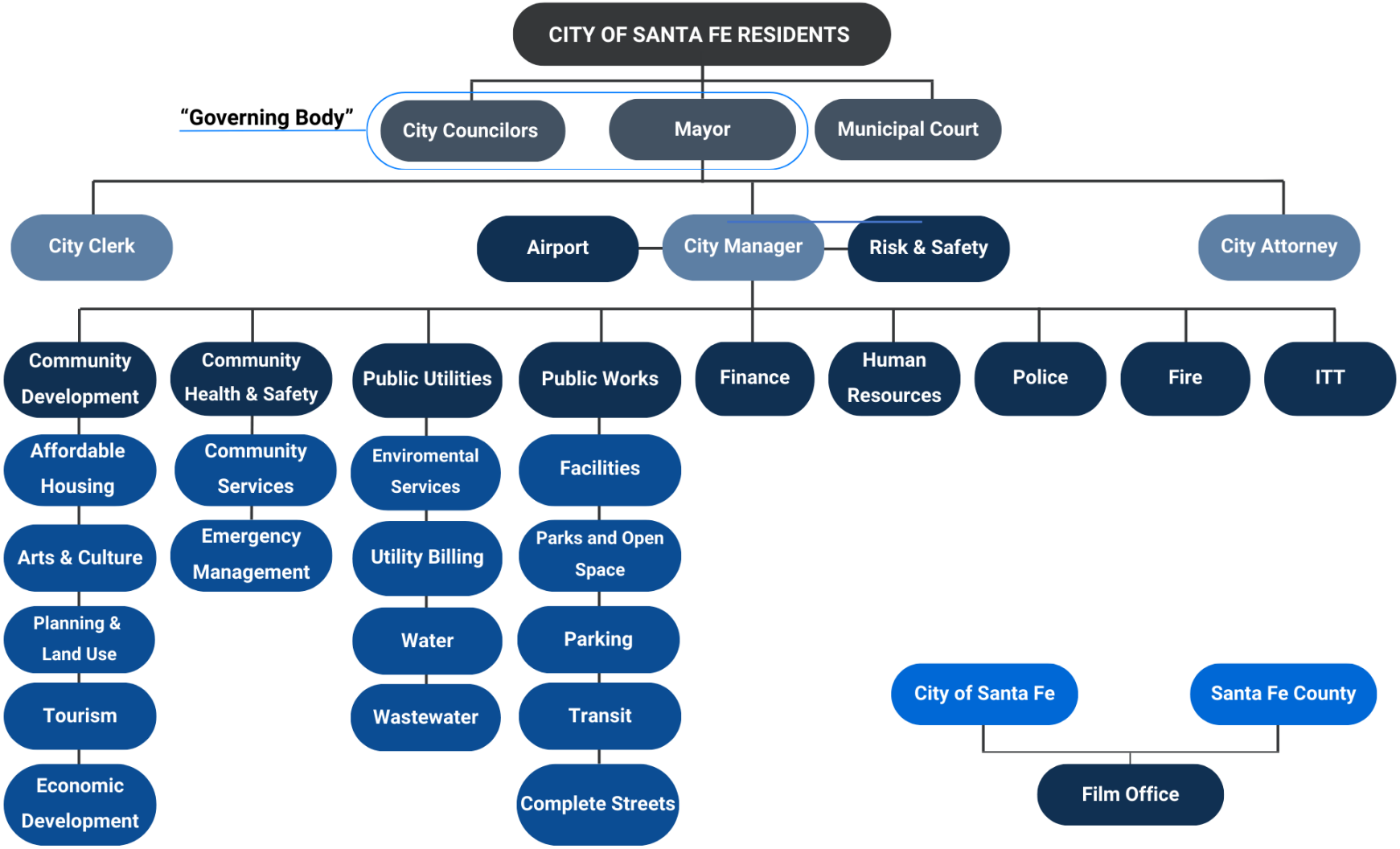
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I. CITY OF SANTA FE - ORGANIZATIONAL CHART



II. ELECTED OFFICIALS



Mayor Alan Webber



Alma Castro - District 1 Councilor



Signe Lindell - District 1 Councilor



Carol Romero-Wirth - District 2 Councilor



Michael J. Garcia - District 2 Councilor



Pilar Faulkner - District 3 Councilor



Lee Garcia - District 3 Councilor



Jamie Cassutt - District 4 Councilor



Amanda Chavez - District 4 Councilor

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

To the People of Santa Fe and the Members of the Santa Fe City Council:

With this letter I am pleased to submit the budget proposal to you for your consideration.

This is my eighth budget as your Mayor. Each budget has come at a different moment, colored by different factors—some far beyond our control, such as COVID, others based on our own principles and priorities. Looking across them as a series of plans generated by a single administration yields a remarkable consistency and strong commitments.

We are committed to making City government work, work well, and work for everyone in our community. To do that, we have sought pay increases and outstanding benefits for the women and men who work for the City—and who make the City work. This budget continues that commitment.

We are committed to the safety, security, health, and livability of all parts of our city. By supporting our first responders and investing in quality-of-life programs, we keep Santa Fe the best place in America to live, work, thrive and raise a family.

We are committed to Santa Fe's future sustainability and ecological well-being. In the face of the growing threat to our planet, we have invested in programs that will provide for Santa Fe's future needs in water, land, air, and energy. We do so with full confidence that we are keeping our environmental promises to future generations.

We are committed to more choices, more options, more opportunity, and more possibilities for our city's residents. This budget continues that commitment by investments in smart planning on a city-wide basis, and by wise decisions in the development of midtown and other parts of the City where we will see more housing, more jobs, and more amenities for the people of Santa Fe.

But like other budgets that are a product of their moment, this budget comes at a particularly troubling time, more for the nation than for Santa Fe. Our books are in shape; our accounts are solid; and our reserves are sound. But in the larger macro-economic and political climate there is enormous uncertainty and turmoil. Worse, we are witnessing unprecedented attacks on our fundamental democratic values. Our community is rightly concerned over the threat of mass deportations and the wholesale violation of civil rights and civil liberties. In our nation's capital,

overnight executive orders substitute for thoughtful legislative processes. Chaos at the federal level—and therefore at the international level—makes it even more important that we make sound decisions at the local level. Our first duty is to the people of Santa Fe—this budget fulfills that duty.

A few basic facts about this budget. First, the overall City budget for FY26 reflects expected expenditures of $479,438,592. This represents an 8.9% increase over the previous year. General Fund budgeted expenditures, which encompass most City programs and activities, are expected to rise to $160,526,206, or a 15% increase over the prior fiscal year. Gross Receipts Tax revenues are expected to see a small increase from $99 million to $104.8 million, or 5.9%. However, these increases are due to a change in accounting practices that involves both transfers in and transfers out between funds. Other than transfers, the largest factors reflected in the budget increases are the final tranche of recommended Classification and Compensation study salary increases, increased PERA contributions, and an across-the-board pay increase.

There are several conclusions to draw from these numbers. The first is that Santa Fe City government has grown significantly over the last eight years, not only in size, but also in complexity. A budget of this scale and scope is something we need to acknowledge. We have the capacities of a city, the demands of a city and the problems and opportunities of a city. Every budget from this point forward must reflect that reality.

Second, while the budget does show an increase over last year's, it is fundamentally a conservative financial plan for Santa Fe. It is almost entirely the growth of the Gross Receipts Tax that makes possible the civic progress envisioned in this budget. Because of our dependency on Gross Receipts Tax, it's imperative that we make sound and fiscally responsible spending plans, recognizing that, as we've done in the past, unanticipated revenue can be allocated at any time during the fiscal year.

Every budget comes with deliverables—the things the people of Santa Fe can expect their City government to deliver in the coming year in the way of services, programs, and results. What are the deliverables in this budget?

When it comes to public safety—our first and highest priority—this budget enables us to shrink the vacancies in the Police and Fire Departments and, at the same time, shift to civilians some duties and responsibilities better suited to non-uniform City employees. We continue to invest in the best public safety equipment that we can acquire, such as new fire vehicles at the Santa Fe Regional Airport, and more supplies that will make sure our firefighters can protect us from the threat of wildfires. This budget makes good on our plan to bring state-of-the-art speed and noise monitoring technology to our streets, giving us both safer streets and improved quality of life.

Infrastructure continues to be a major part of our city's growth and evolution. This year will see a significant street and road rehabilitation program, funded in part by the first increment of the $25 million bond issue overwhelmingly approved by our voters. In addition, we'll incorporate preventative maintenance techniques into our public works efforts, protecting street surfaces and extending their useful lives.

This budget also invests in the city's economic future in ways that will continue to diversify jobs and opportunities for our current residents and their children. The Airport will begin a new master plan, kick off a second phase terminal expansion, begin the long-awaited Jaguar Road access, and welcome a direct flight to Southern California. Midtown will continue to move forward, full speed ahead, with more parcels offered for development, focusing particularly on affordable housing and mixed-use projects. Housing will continue to be at the heart of our city's future, with more affordable and workforce units at Midtown, Tierra Contenta Phase 3, and other parcels across the city. In this budget, when we talk about housing, we're really talking about the people of Santa Fe: housing of all kinds and in all parts of the city is a must if we intend to maintain the diversity of our community. Two critical projects in Land Use call out for the attention and participation of everyone in our city: the updates to the zoning code and the General Plan. For Santa Fe to remain the special place we love, we all must participate in these vitally important planning processes.

Public works and infrastructure investments attract enormous attention, and rightfully so. They involve projects we can see, touch, use, and feel, projects we walk and drive on, buildings we occupy, and facilities we use and enjoy. Just as important—perhaps more important given the uncertainty in Washington, DC—are investments in our people, investments in social policy, and investments in the intangibles of our community.

This budget takes a full measure of our social network, and of the policies and programs that bring us together and bind us to each other.

Homelessness is a crisis in every city in America, and Santa Fe is no exception. We have a strong, bold action plan to address the needs of our homeless residents and to protect the residents and businesses impacted by the consequences of homelessness. We're committed to a Cerrillos Road crisis intervention plan, to pallet homes that offer immediate, if temporary, shelter to our unhoused residents, to wrap-around services for the unhoused, and to investments in the safety of our neighborhoods. We believe deeply in Santa Fe's young people, and will continue to promote their safety, opportunity, and well-being in violence reduction programs, job training efforts, and just plain fun at the Teen Center and in our parks and recreation programs.

To make Santa Fe a place where everyone who works in our city can afford to live in our city, we'll bring forward modifications to our living wage ordinance and continue to grow our innovative and proven Mayors for a Guaranteed Income program, in partnership with the Santa Fe Community College.

Last year, the centerpiece of our budget was the way we took care of our tireless City employees. This year is no different. Our City employees are our greatest asset. Already the Governing Body has adopted a new health care agreement that not only keeps intact and unchanged the finest benefit package in all of New Mexico's public sector, but also provides for a "holiday" that will keep one pay period's benefit cost in every single City worker's paycheck.

Beyond that, this budget makes good on a promise made two years ago to implement our Classification and Compensation study. The whole point of that study was to bring our workers' wages to market parity. We've done that through a series of step-by-step increases, and this

budget completes that process. With this budget we can mark "paid" next to that promise. The City will also increase its contribution to PERA benefits in this budget, to the tune of $2 million for all funds. In addition to the benefits package and the Classification Compensation increases, this budget calls for a 3% across-the-board salary increase for all City employees, and absorbs the resulting additional benefits costs.

We continue to focus on making City government work better. Paying people what they're worth is the first step; everything starts with people. The next step is to implement processes and systems that make sure the deliverables this budget pays for materialize for the good of our community. With that in mind, we will implement a management system that includes goals and objectives for all City employees and provides for regular check-ins for course corrections. There are also three important reorganizations we will implement to make City government work smarter and better:

1. Creating a single unified division that brings together the City's critically important Conservation and Sustainability policies, programs, and projects.

2. Emphasizing the two different components of our housing strategy by separating the homelessness initiatives from our housing production efforts, particularly in affordable and workforce housing.

3. Establishing a civilian enforcement unit to administer the speed and noise amelioration effort and, perhaps, to include other inspection and nuisance abatement activities.

I continue to believe that Santa Fe is one of the most forward looking, progressive, ambitious, and well-run cities in America. For that we have many people to thank and to recognize, starting with the generous, civic-minded people of Santa Fe. Your support and constant encouragement have made it possible for us to attract and retain some of the finest, hardest- working, and most dedicated managers in Santa Fe's history. They continue to push forward on behalf of this community. We are also very fortunate to have as our City Manager Mark Scott, who brings a wealth of experience, knowledge, and good judgment to his position.

This budget is programmatically ambitious and fiscally sound. It calls on all of us to give our best to keep Santa Fe the best—that is our promise and our commitment.

I commend it to you and urge your enthusiastic support for all this budget stands for and all it promises to our people and our city.

Alan Webber
Mayor

IV. EXECUTIVE SUMMARY

The proposed FY26 budget continues to build on the Mayor and the City Council's collaboration to set a fiscally sustainable course for the City of Santa Fe, while investing in shared priorities to deliver exceptional services to build a better city for Santa Feans.

The proposed FY26 budget invests in our workforce. The City's Classification & Compensation Study was completed in December 2023; the proposed FY26 budget focuses on implementing the recommendations provided by that study. This implementation will continue to be done in stages. The first stage, bringing all employees up to the minimum of the recommended pay grade 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 will be implemented in FY26, beginning with phase three, which will go into effect in July of 2025. The fourth and final phase will go into effect in December of 2025. The study updated the job grades to market levels, enabling positions to be hired at current market rates. The men and women who work for the City make extraordinary efforts to keep Santa Fe functioning, and have implemented tools to create a more efficient City government. This has resulted in improvements to City operations, and more positive citizen experiences with City services.

We are listening to our community. This budget focuses on maintaining core and essential services; at the same time, we are finding ways to innovate in the delivery of those services, while ensuring that we are paying our employees a fair and competitive wage.

Proposed FY26 Budget - Expenditures

The proposed FY26 budget meets the City's financial obligations, including the final phases of employee salary increases as recommended by the Classification & Compensation Study and mandatory retirement plan increases, and leverages the City's resources into shared goals. The proposed budget also includes increased funding for public safety, with the goal of keeping our community safe. The proposed FY26 all funds expenditures budget of $479.4 million reflects a increase of $39.4 million, or 8.9%, when compared to the FY25 original budget. The proposed FY26 General Fund expenditures budget totals $160.5 million, an increase of $21 million, or 15%, from the FY25 original budget. These increases are primarily attributable to employee salary increases recommended by the Classification & Compensation Study (of which the final two phases will be implemented in FY26), and to increases in employer contributions to the Public Employees Retirement Association (PERA) mandated by New Mexico State statute. These increases reflect the administration's goal to ensure that employees are fairly compensated for the hard work they do to serve the citizens of Santa Fe.

FY26 Budget Highlights

The proposed FY26 budget is a fiscally responsible budget that focuses on strategic investments in critical areas including:

Investing in a Compensation Package for Our Workforce

- Funding necessary to provide salary increases for all American Federation of State, County and Municipal Union (AFSCME) and non-union employees as recommended by the Classification & Compensation Study. These increases were divided into four phases; phases one and two went into effect in FY25, while the final phases three and four are budgeted to come into effect in FY26. The combined total cost of these increases in the proposed FY26 budget (including the recurring impact of increases that originally went into effect in FY25) is $11.7 million.

- An increase in employee retirement (PERA) costs mandated by New Mexico State Statute, amounting to $2 million.

- A reduction in employee health care paycheck deductions equivalent to one pay period's costs, made possible by the City's transition to a new employee health insurance administrator.

- The addition of new positions in areas where the need for additional staffing is critical.

- An allocation of $4.5 million to fund a 3% increase in salary and salary-dependent benefits for all City employees.

Creating Housing and Livable Neighborhoods, Balanced with Sustainable Growth

The Affordable Housing Department's proposed FY26 budget increased by $2.6 million, or 43.1%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $2,114,995 or 122.5% from the FY25 original budget. The proposed FY26 budget includes $5 million for affordable housing initiatives and programs, including low-income homebuyer and housing assistance.

Creating Good Jobs and a Robust Local Economy

The Economic Development Department's proposed FY26 budget increased by $1.6 million, or 42.9%, from the original FY25 budget. The Department's proposed FY26 General Fund budget increased by $1.9 million, or 216%, from the original FY25 budget. The proposed FY26 budget includes $1.3 million for various contracted services, including business development and entrepreneurial support; strategic planning; grant management support; community outreach;

business incubation and small business resources; and Local Economic Development Act (LEDA) projects.

The Metropolitan Redevelopment Agency's proposed FY26 budget increased by $25,043, or 4.4%, from the original FY25 budget. The proposed FY26 budget includes $24,268 for architecture services, and $122,058 for various contracted services, including urban planning, and project management.

The Santa Fe Film Office's proposed FY26 budget totals $504,955. In FY25, the Office was transferred from Santa Fe County to the City as per a Memorandum of Understanding (MOU) with Santa Fe County. The proposed FY26 budget includes $25,000 in funding for website design and maintenance, advertising design and printing services; and $20,000 in funding for locations database software and a locations photographer.

Preserving, Protecting, and Advancing our History, Art and Culture

The Arts & Culture Department's proposed FY26 budget decreased by $25,987, or 1.2%, from the original FY25 budget. The proposed FY26 budget includes $224,000 in funding for arts sponsorships, curator services, United Nations Educational, Scientific, and Cultural Organization (UNESCO) projects, and event planning services, and $831,454 for arts- and culture-related advertising services. The budget also includes funding for one new full-time Administrative Manager position to allow the Department to maintain and expand community initiatives and improve internal operations.

Helping Those Who Need the Most Help and Investing in the Welfare of the Community

The Community Services Department's proposed FY26 budget decreased by $149,683, or 0.4%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $5.7 million or 40.7% from the FY25 original budget. The proposed FY26 budget includes $31,160 for Library courier services; $107,325 to support tutoring, kenpo karate, yoga and a variety of educational classes; $2,875 to support Senior in-home support, nutrition programs and Senior volunteer programs; $20,000 for veteran's services including navigation services for homeless and precariously-housed veterans and scholarships for veterans and their dependents; and $1,140,450 for youth programs including Big Brothers Big Sisters, Growing Up NM, and Youth Shelters and Family Services. The budget also includes funding for three new Program Manager positions in the Youth & Family Services Division to strengthen the City's capacity to manage housing programs, coordinate homelessness response efforts, and enhance data-driven policy development initiatives. These positions will fill the critical roles of housing and support services program manager, homelessness response program manager, and data, reporting and policy development program manager.

Making Santa Fe Sustainable While Providing Essential Services

The Public Utilities Department's proposed FY26 budget increased by $14.5 million, or 16.9%, from the FY25 original budget. The proposed FY26 budget includes $7.2 million in the Water Division for the City's share of the Buckman Direct Diversion (BDD) budget; $3.2 million to support repairs and maintenance to Wastewater systems and equipment; $3 million for vehicles in ESD, including four solid waste collection vehicles; $2.5 million for program manager support related to Phases 2 and 3 of the UCS billing system upgrade; $1.7 million in UCS to build and implement a customer portal for utility payments; $1 million for consulting services to assist daily financial accounting and the year end audit; $500,000 in ESD to support the Clean Energy Program; and $486,902 for chemicals related to water treatment.

Keeping Santa Fe Safe and Secure

The Fire Department's proposed FY26 budget increased by $5.9 million, or 19.6%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $5.9 million, or 20.5%, from the FY25 original budget. The proposed FY26 budget includes $80,000 for the purchase of medical equipment and paramedic school tuition, and $25,000 for psychological screening services for Department employees.

The Police Department's proposed FY26 budget increased by $2.2 million, or 5.5%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $1.5 million, or 4.2%, from the FY25 original budget. The proposed FY26 budget includes $40,000 to administer verbal and written psychological screenings, post-traumatic incident assessments, fit-for-duty examinations, and counseling sessions for Police Officer applicants; $28,720 to assist in investigations pertaining to domestic violence and sexual assault; and $7,000 to provide hazmat cleanup services for crime scenes. The budget also includes funding for five new positions, including four Project Specialist positions and one Lead Supervisor position, in order to bring the Department into compliance with a New Mexico Supreme Court mandate to address critical staffing deficiencies.

The Emergency Management Department's proposed FY26 budget increased by $283,040, or 42.6%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $122,968, or 57.7%, from the FY25 original budget. The proposed FY26 budget includes $177,368 for Hazard Mitigation Plan updates and $58,653 for services funded by a Federal Emergency Management Agency (FEMA) grant.

Improving Basic City Services and Upgrading Infrastructure

The Planning & Land Use Department's proposed FY26 budget increased by $236,896, or 2.9%, from the original FY25 budget. The Department's FY26 General Fund budget increased by $244,905, or 2.9%, from the original FY25 budget. The proposed FY26 budget includes

$600,000 for General Plan updates, $170,000 for Land Development Code updates, $210,000 for various on-call support services, and $48,000 for permit and plat digitization services.

The Public Works Department's proposed FY26 budget increased by $7.1 million, or 11%, from the FY25 original budget. The Department's FY26 proposed General Fund budget increased by $5.4 million, or 22.3%, from the FY25 original budget. The proposed FY26 budget includes $2.8 million for a new professional operations contract at the MRC's Marty Sanchez Links de Santa Fe (MSL) golf course; $1.04 million for vegetation management in parks, open space, and arroyos; $928,660 in the Complete Streets Division for intersection/roadway markings, streetlight maintenance, traffic signal maintenance and upgrades, and traffic calming improvements; $713,000 for security services at Midtown and the Railyard; $442,225 for homeless encampment cleanups; and $219,000 for Transit dispatch software.

Making City Government Work for Everyone

The Community Engagement Department's proposed FY26 budget increased by $70,918, or 2.2%, from the original FY25 budget. The Department's proposed FY26 General Fund budget increased by $136,518, or 4.4%, from the original FY25 budget. The proposed FY26 budget includes $108,024 for Spanish language translation and interpretation services including a new temporary translator position; $82,793 for expenses related to broadcasting and streaming of Governing Body and Committee meetings; $82,000 for expenses related to the 2025 elections; $75,000 for shopping cart management and removal services; and $40,000 to address nuisance properties in the City. The budget also includes funding for one new full-time Paralegal position in the City Clerk's Office to assist with the increasingly heavy caseload facing the Public Defender's Office.

The Human Resources Department's proposed FY26 budget decreased by $3.2 million, or 8.9%, from the FY25 original budget. The Department's proposed FY26 General Fund budget decreased by $2.4 million, or 47.6%, from the FY25 original budget. The proposed FY26 budget includes $28.3 million for employee health and life insurance claims; $1.03 million for employee dental insurance claims and associated costs; and $197,848 for employee tuition assistance and training costs.

The ITT Department's proposed FY26 budget increased by $264,432, or 1.8%, from the FY25 original budget. The proposed FY26 budget includes $2.7 million for data processing equipment purchases, $2.4 million for ongoing Enterprise Resource Planning (ERP) systems consulting and related project management costs, and $1.9 million in software subscriptions for multiple applications used by City departments to provide enhanced service delivery to the public.

The Finance Department's proposed FY26 budget increased by $3.6 million, or 15.7%, from the FY25 original budget. The Department's proposed FY26 General Fund budget decreased by $1.1 million, or 11.3%, from the FY25 original budget. The proposed FY26 budget includes

$9.11 million in debt service and capital costs, including transfers to cover these costs in funds that are not fully self-supporting; $825,000 for audit and accounting support services; and $150,000 to support the purchase and implementation of an accounts receivable module and self-service tax payment portal. The budget also includes funding for one new Budget Analyst position in the Budget Office and one new Program Manager position in the Finance Administration Division to address critical staffing needs in the Department.

Sustaining a Thriving Tourist Economy

The Tourism Department's proposed FY26 budget increased by $832,212, or 5.4%, from the original FY25 budget. The proposed FY26 budget includes $4.2 million in funding for advertising and promotion of Santa Fe as a tourist destination and marketing for the Community Convention Center (CCC), $393,000 to promote and support various community events including Art Week, and $262,300 for security, maintenance and upkeep of the CCC.

Proposed FY26 Budget - Revenues

The largest single source of revenue to the City is Gross Receipts Tax (GRT), which represents 34.7% of total budgeted operating City revenue. In the prior year (FY24), GRT ended up approximately $20.2 million or 13.5% over budget; year-end GRT revenue performance also reflects an increase of $11.5 million, or 7.2%, from the FY23 GRT number. While GRT growth in the current year (FY25) has remained a positive number, year-over-year growth has shown definitive signs of leveling off. The most recent GRT revenue figures (as of March 2025) show a growth of only 2.7% over the same point in FY24. For this reason, the FY26 revenue budget is estimated at $167.4 million, which is slightly (1.3%) below the FY24 year-end GRT revenue figure of $169.5 million. This estimate is deliberately conservative, reflecting current economic uncertainty.

The GRT revenue trend for the General Fund is quite similar to the overall picture, with GRT ending the previous fiscal year (FY24) at approximately $13.2 million (14.3%) over budget, and $7.2 million, or 7.2%, over the previous fiscal year. City staff have projected a similarly conservative estimate for General Fund GRT, budgeting $104.8 million in the FY26 budget, which reflects a decrease of $1.4 million, or 1.3%, from the FY24 year-end GRT revenue level of $106.1 million.

The proposed FY26 General Fund budget shows a significant change in budgeted transfers in and transfers out; this is not due to a large-scale change in the overall budget but rather reflects a change in accounting for subsidies to funds that are not self-sufficient (such as Midtown, Railyard, and Economic Development). Whereas these subsidies were previously transferred directly from the funds in which the surpluses available to cover them were located, for FY26 these surpluses were first transferred to the General Fund and then transferred to the subsidized funds, in order to make these subsidies more transparent and unambiguous.

PROPOSED FISCAL YEAR 2026 BUDGET

ALL FUNDS SUMMARY

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Local/State-Shared Taxes:							
-Gross Receipts Tax	146,420,020	158,080,046	169,534,967	158,080,048	167,400,000	9,319,952	5.9%
-Property Tax	11,173,551	12,149,080	12,502,649	11,486,818	13,171,757	1,684,939	14.7%
-Franchise Fees	4,486,390	5,668,146	5,291,041	6,256,510	5,647,741	(608,769)	-9.7%
-Lodgers' Tax	17,084,539	19,948,448	16,229,165	17,040,001	18,000,001	960,000	5.6%
-Gasoline Tax	1,542,860	1,561,558	1,631,126	1,570,750	1,680,000	109,250	7.0%
-Other Taxes	596,767	1,206,662	1,304,150	1,193,360	1,308,468	115,108	9.6%
Subtotal - Taxes	*181,304,127*	*198,613,941*	*206,493,099*	*195,627,487*	*207,207,967*	*11,580,480*	*5.9%*
Licenses & Permits:							
-Business Licenses	776,982	912,765	758,008	515,150	816,300	301,150	58.5%
-Building/Zoning Permits	2,858,975	3,945,947	4,790,704	4,230,000	3,155,000	(1,075,000)	-25.4%
-Other Licenses & Permits	178,694	171,689	141,734	185,250	155,000	(30,250)	-16.3%
Subtotal - Licenses & Permits	*3,814,651*	*5,030,400*	*5,690,446*	*4,930,400*	*4,126,300*	*(804,100)*	*-16.3%*
Fees & Service Charges:							
-Airport Fees	1,981,412	2,051,120	2,156,373	3,832,630	5,002,630	1,170,000	30.5%
-Ambulance Fees	4,440,343	4,649,371	3,820,330	5,114,308	5,114,308	-	0.0%
-Civic Center Fees	255,299	629,296	416,855	85,000	583,000	498,000	585.9%
-Housing Fees	630,505	978,427	1,608,969	877,540	877,540	-	0.0%
-Impact Fees	1,852,919	2,574,677	4,286,993	3,173,000	3,827,254	654,254	20.6%
-Insurance Premiums	25,374,189	27,542,821	32,828,591	33,196,238	32,798,891	(397,347)	-1.2%
-Meals Fees	70,073	80,247	65,244	80,000	77,400	(2,600)	-3.3%
-Parking Fees	537,261	3,918,405	4,843,050	5,100,000	5,150,500	50,500	1.0%
-Planning/Land Use Fees	(3,833,563)	449,523	165,009	1,024,500	694,500	(330,000)	-32.2%
-Police/Court Fees	527,528	626,617	592,138	482,560	474,392	(8,168)	-1.7%
-Public Transportation Fees	227,527	229,089	238,753	235,500	235,500	-	0.0%
-Recreation Fees	1,442,011	2,204,704	3,096,693	3,764,782	3,357,349	(407,433)	-10.8%
-Solid Waste Fees	12,662,802	15,473,829	16,147,451	15,272,000	16,550,529	1,278,529	8.4%
-Wastewater Fees	13,517,697	18,476,058	15,159,569	13,820,031	13,993,545	173,514	1.3%
-Water Fees	32,735,503	35,764,431	43,710,877	36,268,591	37,727,253	1,458,662	4.0%
-Reimbursed Expenses	15,172,082	14,880,751	21,359,460	22,283,758	23,694,431	1,410,673	6.3%
-Other Fees/Services	3,931,504	755,503	3,587,030	3,906,348	3,918,896	12,548	0.3%
Subtotal - Fees & Services	*111,525,091*	*131,284,868*	*154,083,387*	*148,516,786*	*154,077,918*	*5,561,132*	*3.7%*
Fines & Forfeitures:							
-Parking Fines	2,550	533,465	460,469	555,000	525,000	(30,000)	-5.4%
-Violations Fines	5,536	16,271	74,680	11,858	16,653	4,795	40.4%
-Other Fines & Forfeitures	203,808	190,220	155,698	165,000	153,750	(11,250)	-6.8%
Subtotal - Fines & Forfeitures	*211,893*	*739,956*	*690,848*	*731,858*	*695,403*	*(36,455)*	*-5.0%*

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PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
[Revenues by Category - continued]							
Rents/Royalties/Concessions:							
-Airport Rentals	104,126	(5,599)	(112,796)	146,000	170,000	24,000	16.4%
-Equipment Rentals	21,214	34,269	25,553	40,000	27,000	(13,000)	-32.5%
-Parks & Recreation - Rentals	204,111	283,510	295,116	286,000	302,750	16,750	5.9%
-Other Rentals	2,419,599	2,435,262	3,018,972	4,654,096	3,753,635	(900,461)	-19.3%
Subtotal - Rents/Royalties	*2,749,051*	*2,747,441*	*3,226,844*	*5,126,096*	*4,253,385*	*(872,711)*	*-17.0%*
Miscellaneous Revenues:							
-Bond Proceeds	31,779	-	-	-	-	-	N/A
-Insurance Recoveries	47,952	6,971	96,659	-	100,000	100,000	N/A
-Sales Revenue	8,146	698,130	1,111,431	2,124,244	1,322,024	(802,220)	-37.8%
-Other Misc. Revenue	(1,529,707)	4,138,531	2,356,934	2,008,464	4,959,688	2,951,224	146.9%
Subtotal - Miscellaneous	*(1,441,830)*	*4,843,631*	*3,565,024*	*4,132,708*	*6,381,712*	*2,249,004*	*54.4%*
Intergovernmental Grants:							
-State Grants	3,816,913	4,675,031	15,414,898	7,276,119	5,479,143	(1,796,976)	-24.7%
-Federal Grants	15,307,228	4,216,318	11,074,869	15,481,244	4,312,383	(11,168,861)	-72.1%
-SF County Grants	1,027,015	(12,144)	70,487	50,126	244,698	194,572	388.2%
-Other Grants	-	10,000	20,000	-	-	-	N/A
Subtotal - Intergovernmental	*20,151,156*	*8,889,205*	*26,580,254*	*22,807,489*	*10,036,224*	*(12,771,265)*	*-56.0%*
Interest on Investments	(29,917)	1,880,058	12,713,489	7,618,566	15,313,783	7,695,217	101.0%
Transfers In	59,561,253	54,330,427	83,419,666	59,451,094	80,111,371	20,660,277	34.8%
TOTAL REVENUES	**377,845,474**	**408,359,928**	**496,463,057**	**448,942,484**	**482,204,063**	**33,261,579**	**7.4%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

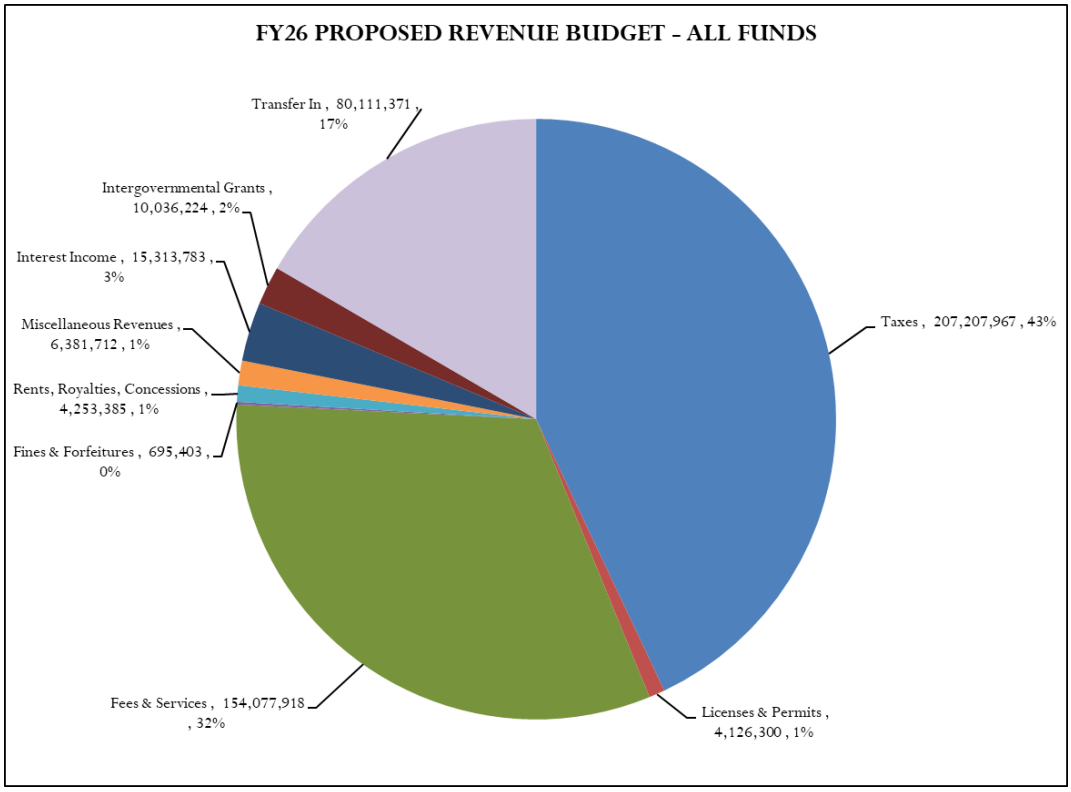
PROPOSED FISCAL YEAR 2026 BUDGET

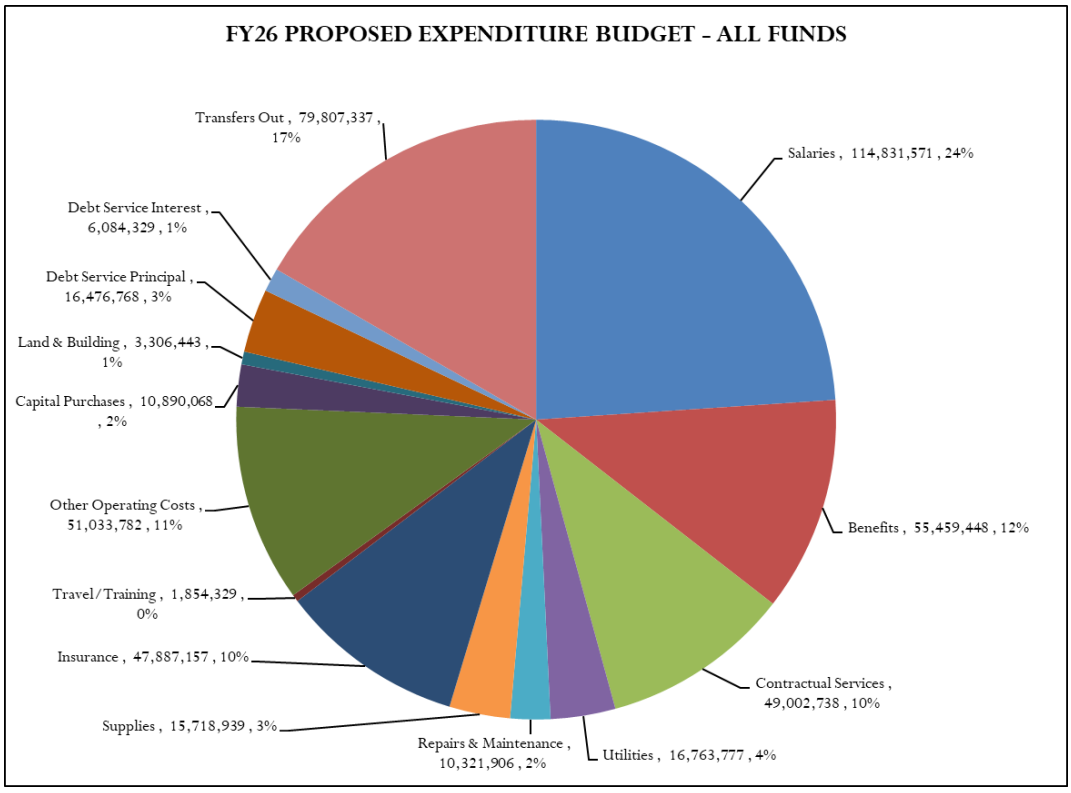
CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Personnel Services:							
-Salaries	73,156,794	87,006,557	94,099,634	101,296,613	114,831,571	13,534,958	13.4%
-Benefits	34,232,768	25,923,600	42,895,293	51,791,159	55,459,448	3,668,289	7.1%
Subtotal - Personnel Services	*107,389,562*	*112,930,157*	*136,994,926*	*153,087,772*	*170,291,019*	*17,203,247*	*11.2%*
Operating Expenses:							
-Contractual Services	23,642,275	33,117,885	41,814,454	55,615,276	49,002,738	(6,612,538)	-11.9%
-Utilities	12,690,196	14,259,390	14,607,707	15,068,425	16,763,777	1,695,352	11.3%
-Repairs & Maintenance	6,641,617	7,213,214	6,978,217	9,792,035	10,321,906	529,871	5.4%
-Supplies	12,665,234	12,229,321	12,434,704	15,642,134	15,718,939	76,805	0.5%
-Insurance	27,783,833	31,911,781	38,610,663	49,758,190	47,887,157	(1,871,033)	-3.8%
-Travel/Training	772,514	1,075,678	1,185,636	1,701,056	1,854,329	153,273	9.0%
-Other Operating Costs	22,416,137	54,112,499	63,364,187	48,032,145	51,033,782	3,001,637	6.2%
Subtotal - Operating Expenses	*106,611,806*	*153,919,768*	*178,995,568*	*195,609,261*	*192,582,628*	*(3,026,633)*	*-1.5%*
Capital Outlay:							
-Capital Purchases	2,649,326	159,528	12,239,228	7,440,718	10,890,068	3,449,350	46.4%
-Land & Building	1,808,119	960,535	20,074,903	4,314,078	3,306,443	(1,007,635)	-23.4%
Subtotal - Capital Outlay	*4,457,444*	*1,120,062*	*32,314,130*	*11,754,796*	*14,196,511*	*2,441,715*	*20.8%*
Debt Service:							
-Principal	12,611,880	8,250,699	9,879,168	13,891,352	16,476,768	2,585,416	18.6%
-Interest	6,750,772	8,179,800	7,412,736	6,581,930	6,084,329	(497,601)	-7.6%
-Other Debt Service	-	(970,457)	(825,913)	-	-	-	N/A
Subtotal - Debt Service	*19,362,652*	*15,460,042*	*16,465,992*	*20,473,282*	*22,561,097*	*2,087,815*	*10.2%*
Transfers Out	92,990,007	63,855,814	83,144,147	59,153,630	79,807,337	20,653,707	34.9%
TOTAL EXPENDITURES	**330,811,472**	**347,285,844**	**447,914,764**	**440,078,741**	**479,438,592**	**39,359,851**	**8.9%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2026 BUDGET





PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY DEPARTMENT
FY 2021/22 THROUGH FY 2025/26

DEPARTMENT	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Affordable Housing	3,692,549	10,898,934	7,395,395	6,026,527	8,623,080	2,596,553	43.1%
Airport	10,602,235	3,123,353	6,344,339	4,658,342	5,381,897	723,555	15.5%
Arts & Culture	1,481,196	1,821,948	1,575,668	2,143,627	2,117,640	(25,987)	-1.2%
Community Engagement	2,654,977	2,468,480	2,796,069	3,156,696	3,227,614	70,918	2.2%
Community Services	20,948,201	25,811,343	33,840,445	40,457,829	40,308,146	(149,683)	-0.4%
Economic Development	2,617,444	4,102,716	5,993,515	3,751,268	5,361,592	1,610,324	42.9%
Emergency Management	713,070	430,590	542,307	665,058	948,098	283,040	42.6%
Finance	23,130,046	25,294,836	29,133,428	22,755,201	26,326,485	3,571,284	15.7%
Fire	25,389,154	25,639,372	30,823,543	30,022,424	35,903,389	5,880,965	19.6%
General Government	9,118,900	14,972,717	15,942,012	22,625,319	21,326,255	(1,299,064)	-5.7%
Human Resources	26,071,416	27,425,845	28,027,330	35,511,063	32,349,993	(3,161,070)	-8.9%
Info Tech & Telecom	12,127,210	11,430,812	18,613,884	14,755,125	15,019,557	264,432	1.8%
Metropolitan Redevelopment Agency	-	-	98,838	569,512	594,555	25,043	4.4%
Planning & Land Use	5,025,597	6,108,102	6,833,293	8,116,206	8,353,102	236,896	2.9%
Police	26,879,861	28,940,437	39,775,400	39,904,500	42,113,479	2,208,979	5.5%
Public Utilities	49,465,135	65,344,464	74,800,912	86,153,895	100,691,864	14,537,969	16.9%
Public Works	58,366,562	50,087,150	66,781,482	64,036,604	71,110,163	7,073,559	11.0%
Santa Fe Film Office	-	-	-	-	504,955	504,955	N/A
TOURISM Santa Fe	9,827,146	10,054,083	11,726,913	15,436,938	16,269,150	832,212	5.4%
*Non-Departmental**	*42,700,772*	*33,330,661*	*66,869,992*	*39,332,607*	*42,907,578*	3,574,971	9.1%
TOTAL EXPENDITURES	**330,811,472**	**347,285,844**	**447,914,764**	**440,078,741**	**479,438,592**	**39,359,851**	**8.9%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2026 BUDGET

GENERAL FUND SUMMARY

CITY OF SANTA FE
GENERAL FUND - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

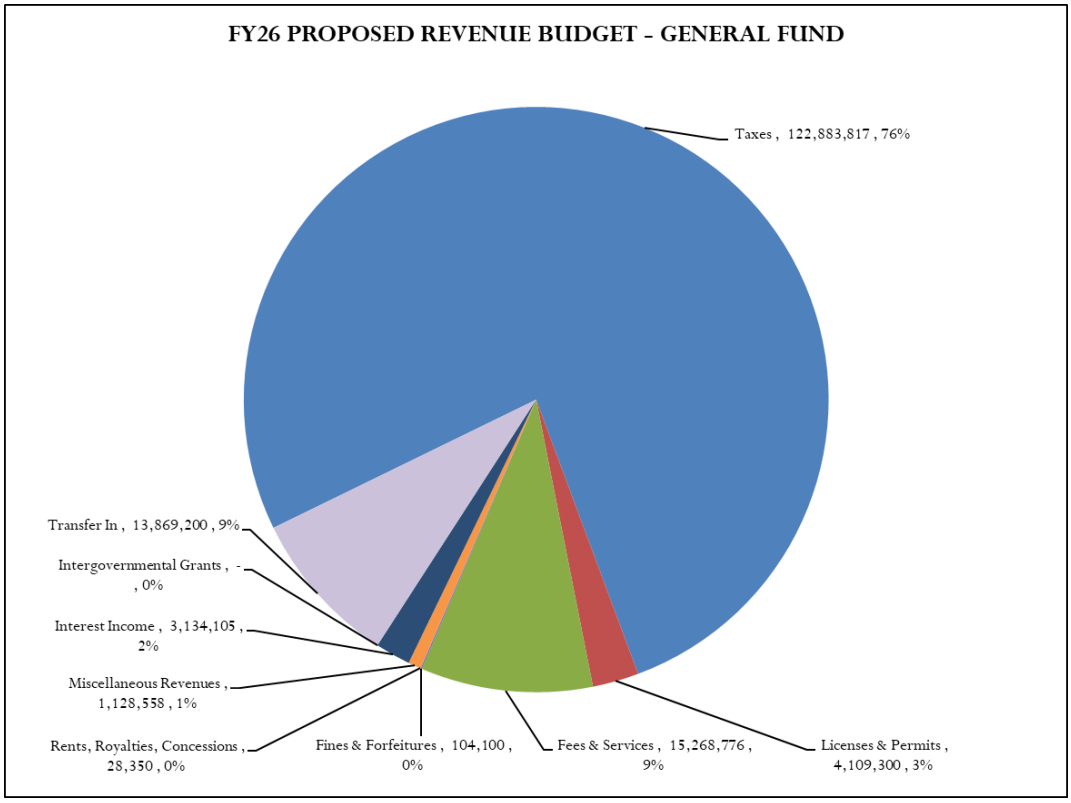
CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Local/State-Shared Taxes:							
-Gross Receipts Tax	93,241,717	98,962,863	106,133,722	98,962,863	104,797,172	5,834,309	5.9%
-Property Tax	8,642,543	9,516,085	10,270,979	9,516,085	11,197,436	1,681,351	17.7%
-Franchise Fees	4,419,911	5,607,490	5,236,545	6,190,910	5,580,741	(610,169)	-9.9%
-Other Taxes	596,767	1,206,662	1,304,150	1,193,360	1,308,468	115,108	9.6%
Subtotal - Taxes	*106,900,938*	*115,293,100*	*122,945,396*	*115,863,218*	*122,883,817*	*7,020,599*	*6.1%*
Licenses & Permits:							
-Business Licenses	776,982	912,765	758,008	515,150	816,300	301,150	58.5%
-Building/Zoning Permits	2,858,975	3,945,937	4,790,704	4,230,000	3,155,000	(1,075,000)	-25.4%
-Other Licenses & Permits	170,089	164,389	133,984	176,750	138,000	(38,750)	-21.9%
Subtotal - Licenses & Permits	*3,806,046*	*5,023,090*	*5,682,696*	*4,921,900*	*4,109,300*	*(812,600)*	*-16.5%*
Fees & Service Charges:							
-Ambulance Fees	4,440,343	4,649,371	3,820,330	5,114,308	5,114,308	-	0.0%
-Impact Fees	2,940	2,800	-	3,000	3,000	-	0.0%
-Planning/Land Use Fees	(3,833,563)	299,523	315,009	1,024,500	694,500	(330,000)	-32.2%
-Police/Court Fees	36,341	32,531	24,098	42,500	30,989	(11,511)	-27.1%
-Recreation Fees	188,012	296,206	329,153	274,900	315,350	40,450	14.7%
-Reimbursed Expenses	5,369,889	5,427,430	6,761,864	6,443,322	8,807,129	2,363,807	36.7%
-Other Fees/Services	43,066	80,058	82,722	319,250	303,500	(15,750)	-4.9%
Subtotal - Fees & Services	*6,247,027*	*10,787,919*	*11,333,176*	*13,221,780*	*15,268,776*	*2,046,996*	*15.5%*
Fines & Forfeitures:							
-Violations Fines	2,430	9,413	494	5,000	500	(4,500)	-90.0%
-Other Fines & Forfeitures	142,998	137,443	98,942	107,000	103,600	(3,400)	-3.2%
Subtotal - Fines & Forfeitures	*145,428*	*146,856*	*99,436*	*112,000*	*104,100*	*(7,900)*	*-7.1%*
Rents/Royalties/Concessions:							
-Parks & Recreation - Rentals	17,655	24,263	17,310	14,000	19,750	5,750	41.1%
-Other Rentals	8,607	803	8,581	4,450	8,600	4,150	93.3%
Subtotal - Rents/Royalties	*26,262*	*25,066*	*25,890*	*18,450*	*28,350*	*9,900*	*53.7%*
Miscellaneous Revenues:							
-Sales Revenue	-	72,308	85,808	1,000,000	1,000,000	-	0.0%
-Other Misc. Revenue	(2,703,436)	(1,821,191)	(578,593)	107,750	128,558	20,808	19.3%
Subtotal - Miscellaneous	*(2,703,436)*	*(1,748,883)*	*(492,785)*	*1,107,750*	*1,128,558*	*20,808*	*1.9%*
Intergovernmental Grants:							
-State Grants	46,242	-	-	-	-	-	N/A
-SF County Grants	2,015	-	-	-	-	-	N/A
Subtotal - Intergovernmental	*48,257*	-	-	-	-	-	*N/A*
Interest on Investments	-	1,517,465	697,729	1,174,851	3,134,105	1,959,254	166.8%
Transfers In	4,053,300	3,104,936	3,545,419	1,837,019	13,869,200	12,032,181	655.0%
TOTAL REVENUES	**118,523,821**	**134,149,549**	**143,836,957**	**138,256,968**	**160,526,206**	**22,269,238**	**16.1%**

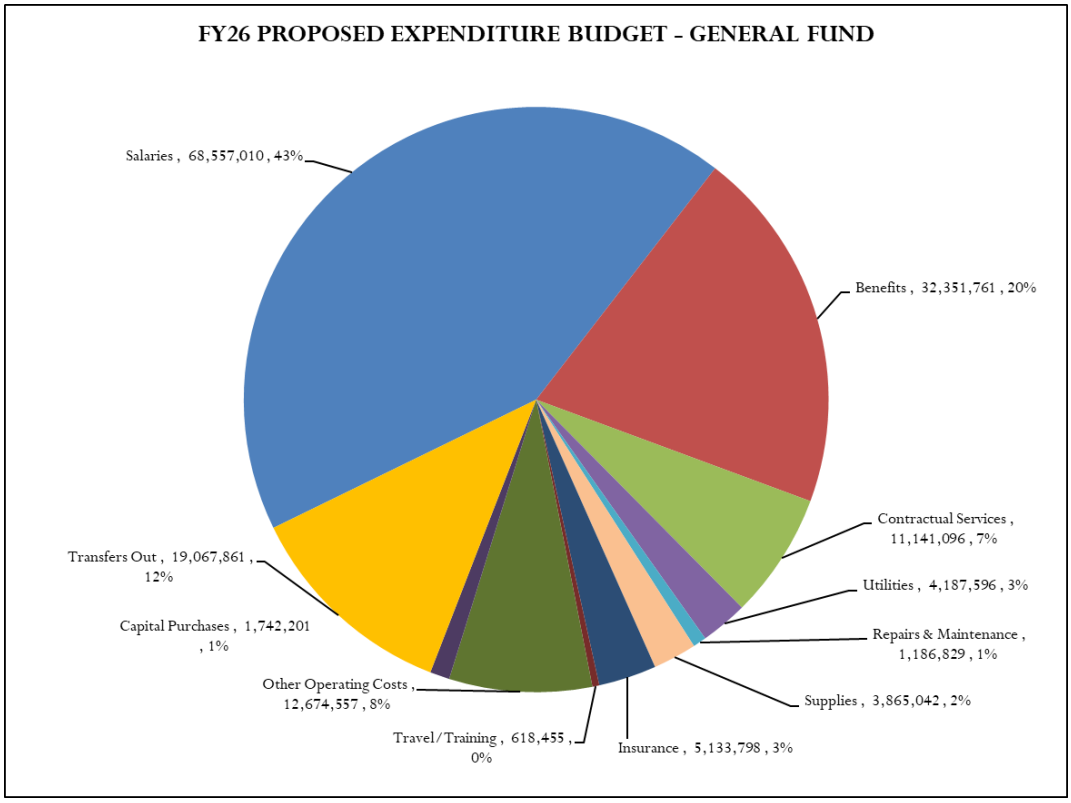
PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
GENERAL FUND - EXPENDITURES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Personnel Services:							
-Salaries	44,838,692	53,481,064	57,605,727	60,333,178	68,557,010	8,223,832	13.6%
-Benefits	20,580,939	25,151,714	27,733,949	30,050,165	32,351,761	2,301,596	7.7%
Subtotal - Personnel Services	*65,419,631*	*78,632,778*	*85,339,676*	*90,383,343*	*100,908,771*	*10,525,428*	*11.6%*
Operating Expenses:							
-Contractual Services	7,087,236	8,683,766	10,093,712	13,712,327	11,141,096	(2,571,231)	-18.8%
-Utilities	3,778,199	3,878,621	4,221,509	2,998,897	4,187,596	1,188,699	39.6%
-Repairs & Maintenance	687,235	1,370,827	994,212	787,291	1,186,829	399,538	50.7%
-Supplies	4,102,292	3,400,538	3,818,559	3,854,014	3,865,042	11,028	0.3%
-Insurance	2,698,906	1,780,229	4,616,911	5,480,858	5,133,798	(347,060)	-6.3%
-Travel/Training	232,392	357,977	422,239	638,812	618,455	(20,357)	-3.2%
-Other Operating Costs	7,235,442	9,329,024	13,632,507	14,506,835	12,674,557	(1,832,278)	-12.6%
Subtotal - Operating Expenses	*25,821,701*	*28,800,982*	*37,799,649*	*41,979,034*	*38,807,373*	*(3,171,661)*	*-7.6%*
Capital Outlay:							
-Capital Purchases	799,957	17,164	4,558,722	868,624	1,522,201	653,577	75.2%
-Land & Building	256,253	228,659	129,987	528,292	220,000	(308,292)	-58.4%
Subtotal - Capital Outlay	*1,056,210*	*245,823*	*4,688,709*	*1,396,916*	*1,742,201*	*345,285*	*24.7%*
Transfers Out	24,318,313	11,627,855	12,741,913	5,776,125	19,067,861	13,291,736	230.1%
TOTAL EXPENDITURES	**116,615,856**	**119,307,438**	**140,569,947**	**139,535,418**	**160,526,206**	**20,990,788**	**15.0%**

PROPOSED FISCAL YEAR 2026 BUDGET





PROPOSED FISCAL YEAR 2026 BUDGET

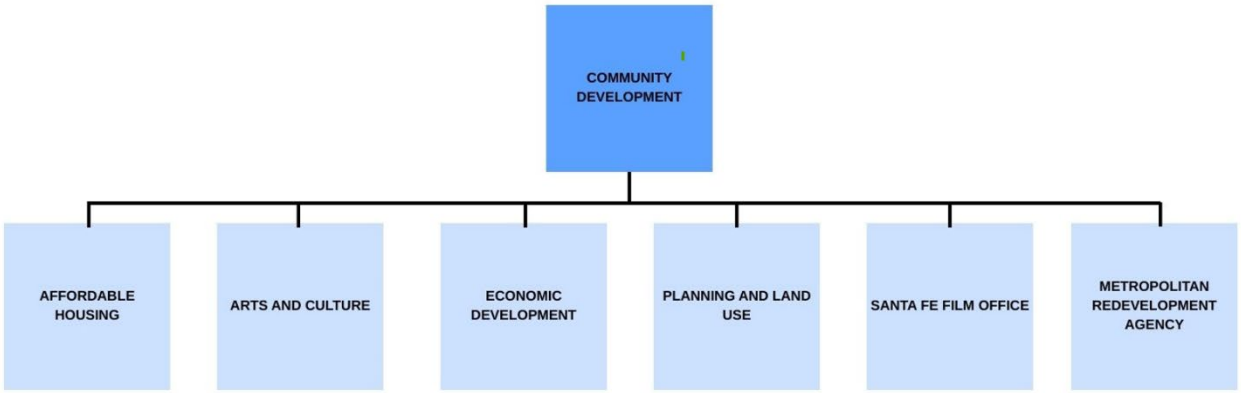
CITY OF SANTA FE
GENERAL FUND EXPENDITURES BY DEPARTMENT
FY 2021/22 THROUGH FY 2025/26

DEPARTMENT	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Affordable Housing	704,869	3,905,201	1,599,350	1,726,982	3,841,977	2,114,995	122.5%
Community Engagement	2,529,577	2,400,406	2,644,069	3,091,096	3,227,614	136,518	4.4%
Community Services	9,081,041	11,755,168	13,786,916	14,128,420	19,876,868	5,748,448	40.7%
Economic Development	1,028,192	2,295,710	2,796,895	901,531	2,848,991	1,947,460	216.0%
Emergency Management	175,794	167,156	189,176	212,956	335,924	122,968	57.7%
Finance	5,638,741	6,959,811	8,776,466	9,865,327	8,751,208	(1,114,119)	-11.3%
Fire	24,528,796	25,216,546	29,437,443	28,838,817	34,740,216	5,901,399	20.5%
General Government	5,287,699	5,557,789	6,696,573	8,265,997	8,282,323	16,326	0.2%
Human Resources	4,911,627	6,432,314	4,087,127	4,956,356	2,595,897	(2,360,459)	-47.6%
Planning & Land Use	5,025,597	6,038,513	6,767,088	8,018,508	8,263,413	244,905	3.1%
Police	24,494,737	26,759,108	34,491,909	35,321,925	36,813,085	1,491,160	4.2%
Public Works	33,209,186	20,562,355	28,985,909	24,207,503	29,596,796	5,389,293	22.3%
Non-Departmental	-	*1,257,362*	*311,026*	-	*1,351,894*	1,351,894	N/A
TOTAL GENERAL FUND	**116,615,856**	**119,307,438**	**140,569,947**	**139,535,418**	**160,526,206**	**20,990,788**	**15.0%**

V. DEPARTMENT EXPENDITURES

COMMUNITY DEVELOPMENT DEPARTMENT

ELISA MONTOYA, COMMUNITY DEVELOPMENT DIRECTOR



Mission

The mission of the Community Development Department is to foster a higher quality of life through the integration of initiatives, programs and regulations that promote the City's economic development, innovation, and mobility with the key drivers of community health, including housing affordability.

AFFORDABLE HOUSING

JOHANNA NELSON, INTERIM AFFORDABLE HOUSING DIRECTOR

Mission

The Office of Affordable Housing works to expand and preserve housing opportunities that are accessible, sustainable, and affordable for all Santa Fe residents. The Office'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.

Proposed FY26 Budget

The Affordable Housing Department's proposed FY26 budget increased by $2.6 million, or 43.1%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $2,114,995 or 122.5% from the FY25 original budget. The proposed FY26 budget includes $5 million for affordable housing initiatives and programs, including low-income homebuyer and housing assistance.

Department Highlights

Over the past year, the Affordable Housing 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 housing for vulnerable populations by funding programs that focus on homelessness prevention, senior housing, and workforce housing to ensure stability for all residents;
- 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; and
- Partnered with the Office of Economic Development to align housing policies with workforce needs and economic mobility initiatives.

PROPOSED FISCAL YEAR 2026 BUDGET

The Affordable Housing Department's goals for FY26 are as follows:

- Strengthen leadership and organizational capacity by hiring a Housing Planner, establishing dedicated leadership for the Office of Affordable Housing, and enhancing operational efficiency;

- 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; and

- Promote equity and community engagement through improved communication, support for vulnerable populations, and alignment of housing strategies with economic development goals.

CITY OF SANTA FE
AFFORDABLE HOUSING DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2025/26 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	496,565	473,696	594,831	581,820	(13,011)	-2.2%
Contractuals & Utilities	7,292,842	5,427,667	4,608,166	4,966,210	358,044	7.8%
Supplies	25,557	625	3,050	900	(2,150)	-70.5%
Insurance	3,565	14,834	17,687	16,512	(1,175)	-6.6%
Other Operating Costs	51,456	61,881	49,472	57,638	8,166	16.5%
Capital Purchases	-	723,854	-	-	-	N/A
Transfers to Other Funds	3,028,950	692,837	753,321	3,000,000	2,246,679	298.2%
TOTAL AFFORDABLE HOUSING	**10,898,934**	**7,395,395**	**6,026,527**	**8,623,080**	**2,596,553**	**43.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	3,905,201	1,599,350	1,726,982	3,841,977	2,114,995	122.5%
Community Development	6,993,734	5,796,044	4,299,545	4,781,103	481,558	11.2%
TOTAL AFFORDABLE HOUSING	**10,898,934**	**7,395,395**	**6,026,527**	**8,623,080**	**2,596,553**	**43.1%**

ARTS AND CULTURE

CHELSEY JOHNSON, ARTS AND CULTURE DEPARTMENT DIRECTOR

Mission

The Arts and Culture Department provides leadership by and for the City to support arts and cultural affairs. The department creates and funds programs, cultivates connections, and recommends policies that promote and sustain the arts and the City's creative economy. The department connects residents and visitors alike to the vibrant arts and cultures of Santa Fe, with a focus on diversity, equity, inclusion, and access.

Proposed FY26 Budget

The Arts & Culture Department's proposed FY26 budget decreased by $25,987, or 1.2%, from the original FY25 budget. The proposed FY26 budget includes $224,000 in funding for arts sponsorships, curator services, United Nations Educational, Scientific, and Cultural Organization (UNESCO) projects, and event planning services, and $831,454 for arts- and culture-related advertising services. The budget also includes funding for one new full-time Administrative Manager position to allow the Department to maintain and expand community initiatives and improve internal operations.

Department Highlights

Over the past year, the Arts and Culture Department:

- Led the citywide celebration of Santa Fe's 20th year as a UNESCO Creative City of Crafts and Folk Art, coordinating with local arts, culture, and educational institutions; launching programming with a major kickoff event; building relationships with heritage artists; and rebranding the city's UNESCO identity under the theme *Generations: Tradition as Innovation*;

- Completed a comprehensive inventory of music and film assets on the Midtown campus, redistributed arts equipment to city agencies and educational institutions, and prepared buildings for transfer to Aspect Studios for continued stewardship;

- Relaunched the Community Gallery with ten diverse exhibitions showcasing local artists and underrepresented voices, hosted free public programming including workshops, lectures, and live music, and completed critical safety and infrastructure upgrades to bring the space up to code; and

- Partnered with the Office of Economic Development to launch an extensive Request for Proposals (RFP) for the redevelopment of 1614 Paseo de Peralta as a creative economic hub,

and kicked off a state-funded initiative to support Santa Fe artists and creative businesses through resources and events.

The Arts & Culture Department's goals for FY26 are as follows:

- Advancing Santa Fe's UNESCO Creative Cities brand by developing international programing; launching a heritage arts apprenticeship program; featuring local artists under the UNESCO banner at the International Folk Art Market; creating a regional Heritage Arts Trail and map; and building artist residency and exchange opportunities with UNESCO and sister cities;

- Adding an Administrative Manager to better manage growing operations and the work carried out within the Department;

- Contracting with a firm to complete a feasibility study in collaboration with the Metropolitan Redevelopment Agency as well public and private stakeholders to determine renovation and management strategies for the Greer Garson Theater in order to ensure that art and culture are integral to all Midtown development; and

- Expanding the City's Art in Public Places program by implementing new sculpture and design elements at the Airport and launching a volunteer piano program for the Airport's gate area, developing a mural arts program focused on youth and neighborhood beautification, maintaining and growing the City's public art collection, and collaborating across departments to integrate art throughout city infrastructure.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
ARTS & CULTURE DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2025/26 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	331,760	371,866	537,418	687,658	150,240	28.0%
Contractuals & Utilities	486,369	236,077	479,242	91,000	(388,242)	-81.0%
Repairs & Maintenance	2,973	1,569	4,000	4,000	-	0.0%
Supplies	5,481	12,632	24,550	28,800	4,250	17.3%
Insurance	11,933	20,375	23,836	26,457	2,621	11.0%
Other Operating Costs	620,641	776,201	918,045	1,153,023	234,978	25.6%
Transfers to Other Funds	362,792	156,948	156,536	126,702	(29,834)	-19.1%
TOTAL ARTS & CULTURE	**1,821,948**	**1,575,668**	**2,143,627**	**2,117,640**	**(25,987)**	**-1.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Lodgers' Tax Fund	1,761,463	1,534,296	1,987,091	1,990,938	3,847	0.2%
Santa Fe Convention Center	60,485	41,372	156,536	126,702	(29,834)	-19.1%
TOTAL ARTS & CULTURE	**1,821,948**	**1,575,668**	**2,143,627**	**2,117,640**	**(25,987)**	**-1.2%**

ECONOMIC DEVELOPMENT

JOHANNA NELSON, ECONOMIC DEVELOPMENT DIRECTOR

Mission

The mission of the Office of Economic Development is to foster a thriving, diverse, and resilient economy by supporting local businesses, attracting strategic investment, and ensuring that economic opportunities benefit all residents.

Proposed FY26 Budget

The Economic Development Department's proposed FY26 budget increased by $1.6 million, or 42.9%, from the original FY25 budget. The Department's proposed FY26 General Fund budget increased by $1.9 million, or 216%, from the original FY25 budget. The proposed FY26 budget includes $1.3 million for various contracted services, including business development and entrepreneurial support; strategic planning; grant management support; community outreach; business incubation and small business resources; and Local Economic Development Act (LEDA) projects.

Department Highlights

Over the past year, the Economic Development Department:

- Launched the Economic Development Strategic Plan 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 Program;
- Developed a Business Retention & Expansion (BRE) framework, engaging with 100+ businesses and partnering with the Sourcelink organization for economic impact tracking;
- Established bi-monthly office hours in the Cerrillos Road corridor and Southside areas, providing direct business support; and
- Hosted quarterly Workforce Development meetups and strengthened partnerships to align job training with industry needs.

PROPOSED FISCAL YEAR 2026 BUDGET

The Economic Development Department's goals for FY26 are as follows:

- Finalize and implement the Economic Development Strategic Plan, setting clear priorities for sustainable growth and resilience;
- Expand the BRE program, engaging 150+ businesses and enhancing economic impact tracking through the Department's partnership with Sourcelink;
- Develop and launch a Workforce Development Strategic Plan, aligning job training initiatives with industry needs;
- Increase access to capital by connecting businesses to funding opportunities, grants, and technical assistance, while launching targeted small business grant programs; and
- Enhance infrastructure and digital equity by expanding WiFi access and implementing digital literacy programs.

CITY OF SANTA FE
ECONOMIC DEVELOPMENT DEPARTMENT - EXPENDITURES SUMMARY
FISCAL YEAR 2025/26 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	1,188,311	1,298,432	1,178,869	1,490,283	311,414	26.4%
Contractuals & Utilities	1,243,111	2,412,327	2,053,125	1,341,204	(711,921)	-34.7%
Supplies	23,296	42,119	8,050	50,050	42,000	521.7%
Insurance	15,360	35,864	32,336	46,231	13,895	43.0%
Other Operating Costs	257,540	434,772	478,888	552,338	73,450	15.3%
Debt Service	20,160	-	-	-	-	N/A
Transfers to Other Funds	1,354,939	1,770,000	-	1,881,486	1,881,486	N/A
TOTAL ECONOMIC DEVELOPMENT	**4,102,716**	**5,993,515**	**3,751,268**	**5,361,592**	**1,610,324**	**42.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	2,295,710	2,796,895	901,531	2,848,991	1,947,460	216.0%
Economic Development	1,807,006	2,551,568	2,849,737	2,412,107	(437,630)	-15.4%
Community Development	-	645,052	-	100,494	100,494	N/A
TOTAL ECONOMIC DEVELOPMENT	**4,102,716**	**5,993,515**	**3,751,268**	**5,361,592**	**1,610,324**	**42.9%**

PROPOSED FISCAL YEAR 2026 BUDGET

METROPOLITAN REDEVELOPMENT AGENCY

DANIEL HERNANDEZ, METROPOLITAN REDEVELOPMENT AREA 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.

Proposed FY26 Budget

The Metropolitan Redevelopment Agency's proposed FY26 budget increased by $25,043, or 4.4%, from the original FY25 budget. The proposed FY26 budget includes $24,268 for architecture services, and $122,058 for various contracted services, including urban planning, and project management.

Department Highlights

Over the past year, the Metropolitan Redevelopment Agency:

- Completed and secured approvals for the Disposition and Development Agreement for multi-media production studios;
- Established Exclusive Negotiation Agreement (ENA) requirements for the Visual Arts Center;
- Completed the planning commission application and approval process for tract lot line adjustments to delineate blocks, streets, and parcels;
- Appointed MRA Commissioners to assist in establishing rules, roles, and responsibilities as part of the 2025 work plan;
- Developed conceptual plans for the redevelopment of the existing library complex into a modern Midtown Main Public Library; and
- Established a planning, marketing, and analytic team for the redevelopment and re-use of the existing Greer Garson performance theater into a Midtown Performing Arts Center.

PROPOSED FISCAL YEAR 2026 BUDGET

The Metropolitan Redevelopment Agency's goals for FY26 are as follows:

- Complete and secure approvals for the Disposition and Development Agreement for the Visual Arts Center;
- Issue RFPs and/or initiate direct negotiations with the owner of an adjacent commercial property for several ENAs including four Affordable Housing parcels and multiple mixed rate market parcels;
- Complete the MRA Designation and MRA Plan, and obtain necessary approvals from the Governing Body;
- Complete and implement plans for event and activity areas at Midtown;
- Complete the Neighborhood Stabilization Plan for the Midtown District – Hopewell Mann Neighborhood; and
- Complete the marketing and operations plan for the redevelopment and re-use of the Midtown Performing Arts Center.

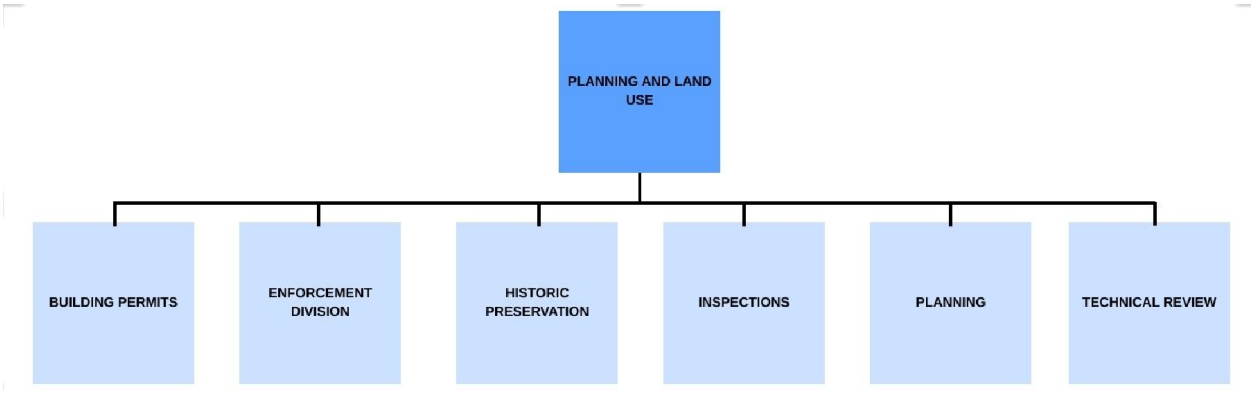
CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY - EXPENDITURES SUMMARY
FISCAL YEAR 2025/26 PROPOSED BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	-	95,505	279,353	304,396	25,043	9.0%
Contractuals & Utilities	-	-	271,326	271,326	-	0.0%
Supplies	-	2,755	2,500	2,500	-	0.0%
Other Operating Costs	-	578	16,333	16,333	-	0.0%
TOTAL METRO. REDEV. AGENCY	**-**	**98,838**	**569,512**	**594,555**	**25,043**	**4.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Economic Development	-	98,838	569,512	594,555	25,043	4.4%
TOTAL METRO. REDEV. AGENCY	**-**	**98,838**	**569,512**	**594,555**	**25,043**	**4.4%**

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 polices. 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.

Proposed FY26 Budget

The Planning & Land Use Department's proposed FY26 budget increased by $236,896, or 2.9%, from the original FY25 budget. The Department's FY26 General Fund budget increased by $244,905, or 2.9%, from the original FY25 budget. The proposed FY26 budget includes $600,000 for General Plan updates, $170,000 for Land Development Code updates, $210,000 for various on-call support services, and $48,000 for permit and plat digitization services.

Department Highlights

Over the past year, the Planning and Land Use Department:

- Advanced major planning initiatives, including completion of Phase 1 of the Land Development Code (set for adoption in March 2025), hiring a General Plan consultant, launching a digital platform, and initiating a community engagement plan and advisory committee;

- Strengthened departmental capacity by hiring a Strategic Long-Range Planner and additional staff across divisions, and investing in continuing education and professional development;

- Modernized permitting and review systems through implementation of Third Party Plan Review (TPPR), contracting the buildout of an e-review system, and continued digitization of building and planning records;

- Improved data and tools for planning by updating the Geographic Information System (GIS) platform to include key development and permitting data, and initiating a Development Review Guide to support applicants;

- Enhanced interdepartmental coordination by integrating the Business Licensing Section into Planning and Land Use, with automated services and joint outreach with the Office of Economic Development; and

- Engaged the public and promoted transparency through a quarterly newsletter and a 4-part symposia series including Built in the Future, Built in the Past, Open for Business, and the General Plan charrette.

The Planning and Land Use Department goals for FY26 are as follows:

- Advance General Plan and Land Development Code updates, including ongoing community engagement, completion of the Vision and Goals statement, scenario planning, and the launch of Phase 2 key issue updates, with adoption of the first code changes anticipated by the second quarter of FY26;

- Expand and refine digital tools, with 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 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; and

- Sustain community communication through the quarterly Planning & Land Use newsletter and transparent engagement on updates and projects.

BUILDING PERMITS

RICHARD TRUJILLO, BUILDING DIVISION MANAGER

Description of Services

The Building Permits Division ensures code compliance for the preservation of life, safety, and thegeneral 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 DIVISION

JASON SENA, PLANNING AND LAND USE DIRECTOR

Description of 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

Description of 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 DIVISION

BOBBY PADILLA, INSPECTIONS & ENFORCEMENT DIVISION DIRECTOR

Description of 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

MARGARET MOORE, ASSISTANT LAND USE DIRECTOR

Description of 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

Description of 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 2026 BUDGET

CITY OF SANTA FE
PLANNING & LAND USE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Land Use Administration	1,914,739	2,367,400	3,035,301	2,795,125	(240,176)	-7.9%
Building Permit Division	733,490	761,270	951,378	918,364	(33,014)	-3.5%
Enforcement Division	-	-	11,120	11,120	-	0.0%
Historic Preservation	480,720	512,549	586,301	596,405	10,104	1.7%
Inspections Division	1,718,363	1,887,809	2,026,298	2,191,763	165,465	8.2%
Planning Division	677,673	789,780	684,837	1,106,288	421,451	61.5%
Technical Review	583,117	514,484	820,971	734,037	(86,934)	-10.6%
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	5,000,577	5,286,648	5,763,971	6,357,205	593,234	10.3%
Contractuals & Utilities	381,167	462,952	1,263,431	755,380	(508,051)	-40.2%
Repairs & Maintenance	315	-	3,374	2,549	(825)	-24.5%
Supplies	74,156	76,239	54,156	107,770	53,614	99.0%
Insurance	89,008	216,514	254,816	235,669	(19,147)	-7.5%
Other Operating Costs	562,879	790,940	776,235	659,529	(116,706)	-15.0%
Capital Purchases	-	-	-	235,000	235,000	N/A
Transfers to Other Funds	-	-	223	-	(223)	-100.0%
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,038,513	6,767,088	8,018,508	8,263,413	244,905	3.1%
Impact Fees Fund	50,066	52,555	97,698	89,689	(8,009)	-8.2%
Historic Preservation	19,523	13,650	-	-	-	N/A
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

PROPOSED FISCAL YEAR 2026 BUDGET

SANTA FE FILM OFFICE

JENNIFER LABAR-TAPIA, FILM OFFICE EXECUTIVE DIRECTOR/FILM COMMISSIONER

Mission

The Santa Fe Film Office (SFFO) 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 FY26 Budget

The Santa Fe Film Office's proposed FY26 budget totals $504,955. In FY25, the Office was transferred from Santa Fe County to the City as per a Memorandum of Understanding (MOU) with Santa Fe County. The proposed FY26 budget includes $25,000 in funding for website design and maintenance, advertising design and printing services; and $20,000 in funding for locations database software and a locations photographer.

Department Highlights

Over the past year, the Santa Fe Film Office:

- Helped to achieve a ranking of #1 Best Place to Live and Work as a Movie Maker in North America by MovieMaker Magazine for the third year in a row;
- Expanded the film office by hiring a Film Coordinator and launching a new interactive online Locations Directory;
- Hosted three free Production Assistant Workshops for New Mexicans in collaboration with SFCC and the Stagecoach Foundation, with 75 students reaching graduation;
- Partnered with the New York University (NYU) Tisch Film School, Santa Fe Community College (SFCC), and the Institute of American Indian Arts (IAIA) for a three-week Indigenous Director's workshop;
- Broke ground on Aspect Media Village, the largest film studio in Northern New Mexico; and
- Co-hosted a quarterly Above the Line networking event for the Santa Fe film community, averaging about 100 attendees per event.

PROPOSED FISCAL YEAR 2026 BUDGET

For FY26, the Santa Fe Film Office will pursue the following goals:

- Implement a Community Outreach Program to work with residents and businesses who want to be involved in the film industry;
- Develop a business workshop to create a "Film Friendly" certification;
- Break ground on the New York City backlot at SFCC in partnership with SFCC, Santa Fe County, the Stagecoach Foundation, and the International Alliance of Theatrical Stage Employees (IATSE) 480 (local film crew union);
- Continue to assist and educate Northern New Mexico communities and the Eight Northern Pueblos regarding outreach and locations; and
- Expand the newly created online interactive film location directory.

CITY OF SANTA FE
SANTA FE FILM OFFICE - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	-	-	-	304,955	304,955	N/A
Contractuals & Utilities	-	-	-	45,000	45,000	N/A
Supplies	-	-	-	20,000	20,000	N/A
Other Operating Costs	-	-	-	135,000	135,000	N/A
TOTAL SANTA FE FILM OFFICE	**-**	**-**	**-**	**504,955**	**504,955**	**N/A**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Santa Fe Film Office	-	-	-	504,955	504,955	N/A
TOTAL SANTA FE FILM OFFICE	**-**	**-**	**-**	**504,955**	**504,955**	**N/A**

PROPOSED FISCAL YEAR 2026 BUDGET

TOURISM SANTA FE

RANDY RANDALL, TOURISM DIRECTOR



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.

Proposed FY26 Budget

The Tourism Department's proposed FY26 budget increased by $832,212, or 5.4%, from the original FY25 budget. The proposed FY26 budget includes $4.2 million in funding for advertising and promotion of Santa Fe as a tourist destination and marketing for the Community Convention Center (CCC), $393,000 to promote and support various community events including Art Week, and $262,300 for security, maintenance and upkeep of the CCC.

Department Highlights

Over the past year, the Tourism Department:

- Maintained the profile of Santa Fe as a tourism destination by holding the city ranking in both the Conde Nast Traveler and Travel and Leisure Readers Choice Polls as the second-most desired city destination in the United States;

- Secured more than $23 million in earned media coverage for calendar year 2024, the first year-end total over the $20 million mark since 2018;

- Initiated a public relations effort to promote the 100 year Burning of Zozobra won a bronze award from the Hospitality Sales and Marketing Association International (HSMAI) Adrian Awards in the Special Event category;

- Maintained the record setting occupancy and rates in hotels and short-term rentals, generating over $17.5 million in lodgers' tax collections;

- Successfully hosted 228 meetings and events in the CCC, resulting in the use of the facility for 295 days or 80% of the year; and

- Initiated and managed a security effort in the historic district, producing positive results documented by hotel and retail partners.

For FY26, the Tourism Department will pursue the following goals:

- Maintain Lodger's Tax collections above $18 million;

- Continue the $4 million 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;

- Work with the Santa Fe Regional Airport and Fly Santa Fe to add one new direct flight destination;

- 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, SFCCC OPERATIONS MANAGER

Mission

The Community Convention Center's mission is to offer outstanding facilities and services for business meetings, public gatherings, social events, and City meeting needs.

Description of Services

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

Mission

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.

Description of Services

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 2026 BUDGET

CITY OF SANTA FE
TOURISM SANTA FE - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Santa Fe Civic Center	5,004,739	5,919,304	8,733,252	8,605,275	(127,977)	-1.5%
Visitors Bureau	5,049,344	5,807,609	6,703,686	7,663,875	960,189	14.3%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

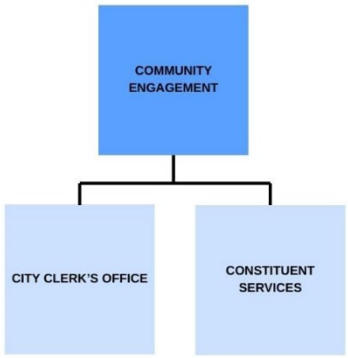
SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	2,695,975	3,386,663	3,923,064	4,136,679	213,615	5.4%
Contractuals & Utilities	1,307,984	1,295,969	1,897,300	2,241,100	343,800	18.1%
Repairs & Maintenance	111,049	136,189	177,500	186,000	8,500	4.8%
Supplies	247,814	220,193	212,550	224,950	12,400	5.8%
Insurance	54,876	137,973	171,541	164,531	(7,010)	-4.1%
Other Operating Costs	4,684,388	5,981,009	6,045,459	6,049,807	4,348	0.1%
Capital Purchases	56,236	65,843	1,145,000	1,350,000	205,000	17.9%
Debt Service	726,450	450,787	1,770,198	1,758,386	(11,812)	-0.7%
Transfers to Other Funds	169,311	52,286	94,326	157,697	63,371	67.2%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Lodgers' Tax Fund	5,049,344	5,807,609	6,703,686	7,663,875	960,189	14.3%
Santa Fe Convention Center	5,004,739	5,919,304	8,733,252	8,605,275	(127,977)	-1.5%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

PROPOSED FISCAL YEAR 2026 BUDGET

COMMUNITY ENGAGEMENT DEPARTMENT

ANDREA SALAZAR, CITY CLERK



Mission

The mission of the Community Engagement Department is to function as the public-facing "front door" for City Government, connecting City Government to constituents by serving as a central hub for getting help, information, and data. The City Clerk's Office oversees and is custodian of the agendas, minutes, ordinances, resolutions and meetings of the Governing Body, as well as all municipal records. In this Department, constituents can get answers to their questions, find updates on City programs and projects, find out about government business, examine records from the past, and offer input toward the City's future.

Proposed FY26 Budget

The Community Engagement Department's proposed FY26 budget increased by $70,918, or 2.2%, from the original FY25 budget. The Department's proposed FY26 General Fund budget increased by $136,518, or 4.4%, from the original FY25 budget. The proposed FY26 budget includes $108,024 for Spanish language translation and interpretation services including a new temporary translator position; $82,793 for expenses related to broadcasting and streaming of Governing Body and Committee meetings; $82,000 for expenses related to the 2025 elections; $75,000 for shopping cart management and removal services; and $40,000 to address nuisance properties in the City. The budget also includes funding for one new full-time Paralegal position in the City Clerk's Office to assist with the increasingly heavy caseload facing the Public Defender's Office.

Department Highlights

Over the past year, the Community Engagement Department:

- Sent 1 million emails to constituents (a 40% growth rate), and resolved over 4,500 work orders submitted by constituents;

- Updated the public-facing social media platforms, launched the Civic Clerk agenda management system, and streamlined the service request intake and workflow processes;

- Built, reviewed, and published necessary agendas and packets for 22 regular Governing Body meetings, 20 special Governing Body meetings, and two study sessions; and planned, hosted, and oversaw 10 City sponsored events;

- Adopted the United Parcel Service (UPS) National Association of State Procurement Officials (NASPO) agreement, providing significant savings for the city for package shipping services, bulk-mailed more than 17,158 pieces of mail, and produced 573,372 black and white copies and 156,573 color copies, saving the City around $450,000 in outsourced duplication fees; and

- Upgraded intranet content by creating resource pages for employees, created multiple professionally produced video and graphics to promote City events and further define the City's brand, and innovated and renewed content for the Economic Development Department, Midtown, the Recreation Division, and the Library Division.

The Community Engagement Department's goals for FY26 are as follows:

- Create City brand consistency that fosters trust in the community, and upgrade the City website for both functionality and visual appeal;

- Implement the Indigov constituent services system in order to streamline the City's response process across departments and assist constituents in a timely manner;

- Revise record retention legislation to allow the City to digitize all its records and make the records accessible to the public on its website for transparency and utility;

- Create a public campaign financing online portal to improve the public campaign financing process, and implement online liquor licensing and plaza vendor licensing; and

- Create a community engagement plan that formalizes the City's events and enhances service delivery to the community.

CITY CLERK'S OFFICE

ANDREA SALAZAR, CITY CLERK

Mission

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

Mission

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 2026 BUDGET

CITY OF SANTA FE

COMMUNITY ENGAGEMENT DEPARTMENT - EXPENDITURES SUMMARY

PROPOSED FISCAL YEAR 2025/26 BUDGET

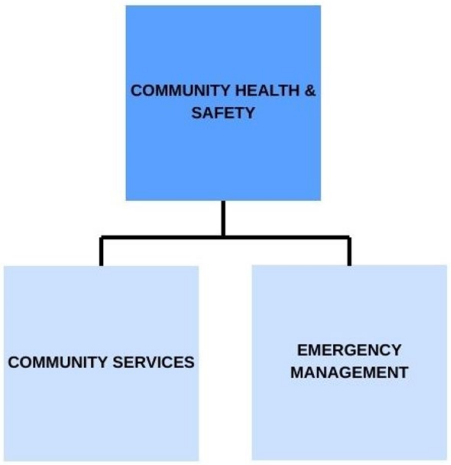
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
City Clerk	1,118,875	1,307,582	1,267,816	1,619,430	351,614	27.7%
Constituent Services	1,349,604	1,488,487	1,888,880	1,608,184	(280,696)	-14.9%
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	1,647,391	1,640,182	1,966,464	2,235,713	269,249	13.7%
Contractuals & Utilities	384,740	312,521	400,385	432,965	32,580	8.1%
Repairs & Maintenance	6,142	3,813	11,273	5,000	(6,273)	-55.6%
Supplies	94,383	175,563	247,646	162,296	(85,350)	-34.5%
Insurance	28,052	66,885	75,781	71,078	(4,703)	-6.2%
Other Operating Costs	231,150	424,452	389,547	320,562	(68,985)	-17.7%
Capital Purchases	8,548	110,651	-	-	-	N/A
Transfers to Other Funds	68,074	62,000	65,600	-	(65,600)	-100.0%
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	2,400,406	2,644,069	3,091,096	3,227,614	136,518	4.4%
Franchise Fee Fund	68,074	62,000	65,600	-	(65,600)	-100.0%
Public Campaign Financing	-	90,000	-	-	-	N/A
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

COMMUNITY HEALTH AND SAFETY DEPARTMENT

HENRI HAMMOND-PAUL, COMMUNITY HEALTH AND SAFETY DIRECTOR



Mission

The Community Health and Safety Department is dedicated to fostering a safe, healthy, and thriving Santa Fe for all residents and visitors. Through proactive coordination, essential services, and strong partnerships, the Department enhances public safety, emergency preparedness, social services, and community well-being to create a city that provides everyone with the opportunity to live with dignity, security, and support.

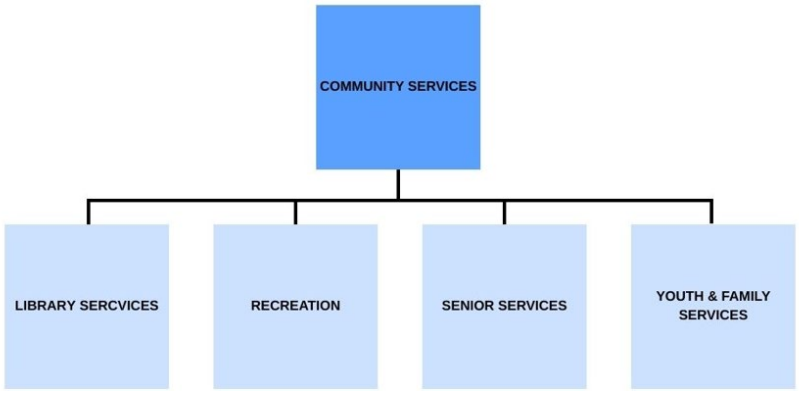
Description of Services

The Community Health and Safety Department is comprised of the Community Services Department and the Office of Emergency Management.

PROPOSED FISCAL YEAR 2026 BUDGET

COMMUNITY SERVICES

MARIA TUCKER, 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.

Proposed FY26 Budget

The Community Services Department's proposed FY26 budget decreased by $149,683, or 0.4%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $5.7 million or 40.7% from the FY25 original budget. The proposed FY26 budget includes $31,160 for Library courier services; $107,325 to support tutoring, kenpo karate, yoga and a variety of educational classes; $2,875 to support Senior in-home support, nutrition programs and Senior volunteer programs; $20,000 for veteran's services including navigation services for homeless and precariously-housed veterans and scholarships for veterans and their dependents; and $1,140,450 for youth programs including Big Brothers Big Sisters, Growing Up NM, and Youth Shelters and Family Services. The budget also includes funding for three new Program Manager positions in the Youth & Family Services Division to strengthen the City's capacity to manage housing programs, coordinate homelessness response efforts, and enhance data-driven policy development initiatives. These positions will fill the critical roles of housing and support services program manager, homelessness response program manager, and data, reporting and policy development program manager.

Department Highlights

Over the past year, the Community Services Department:

- Increased Library circulation and program attendance, facilitating the increased use of digital and physical materials by 14%; doubled young adult programming by engaging resources for teens and young adults; reestablished critical literacy programs; hosted a citywide National Endowment for the Arts (NEA) Big Read event; and expanded community partnerships;

- Implemented new program partnerships and services, including successful collaborations with community organizations such as Free Flow New Mexico, the Georgia O'Keefe Museum, Meow Wolf, The Santa Fe Opera and Little Globe in order to offer free programs and enhanced services to the public;

- Served 535 youth via the Summer Youth Program, and expanded the Teen Center to serve 1,040 participants and offer the use of a new podcast/music studio;

- Reopened Bicentennial Pool with expanded public swim hours and enhanced capacity in order to improve accessibility;

- Expanded youth and adult recreation leagues, returning participation rates to pre-pandemic levels;

- Secured $15K in scholarship funding through the Fore!Kids Golf Tournament, ensuring equitable access to youth sports programs;

- Expanded the Senior Companion Program, with volunteers providing over 17,500 hours of in-person and telephone companionship;

- Engaged 268 senior athletes in the Senior Olympics, promoting healthy aging and community participation;

- Distributed over $7M in federal ARPA funds to 22 organizations supporting homelessness, domestic violence intervention, youth violence prevention, and economic relief, and secured $1.36M in new grants to fund homelessness services, youth intervention programs, and domestic violence response;

- Provided direct economic relief to 357 low-income households through cash assistance programs totaling over $2.5 million;

- Launched Santa Fe's first micro-community for unsheltered individuals and couples, providing housing, case management, and support services;

- Established eviction prevention partnerships through a national learning program with the National League of Cities, strengthening local efforts to prevent displacement;

- Continued support for the City's only non-congregate shelter, which currently shelters 60+ individuals and around 20 kids, and provided housing placements for those exiting the shelter; and

- Funded $4.87 million via the Human Services Committee and Children and Youth Commission for a three-year period for up to 22 non-profit agencies in the CONNECT network, which offers services to address unmet health and social needs.

The Community Services Department's goals for FY26 are as follows:

- Launching a new business support program in partnership with the Office of Economic Development and Creative Start-Ups to help local entrepreneurs access resources, networking, and technology;

- Expanding outreach efforts to engage underserved communities, build partnerships, and increase access to library services for those who may not traditionally use them;

- Expanding the Fore!Kids Foundation Scholarship Program to increase youth recreation access through fundraising events to generate scholarship funds, including the Santa Fe Triathlon, basketball, pickleball, and youth swimming events;

- Enhancing workforce development and operational efficiency by expanding Teen Center hours to include Mondays and extended weekend availability;

- Completing the Mary Esther Gonzales (MEG) Senior Center Expansion and collaborating with stakeholders to design a new, state-of-the-art senior center, and implementing the MySeniorCenter Program to automate check-ins and track participation in senior center activities, improving service delivery;

- Collaborating with city departments and community partners to implement the American Association of Retired Persons (AARP) Age-Friendly Plan, ensuring Santa Fe is an inclusive, age-friendly community;

Securing an additional $2 million in external funding to sustain ARPA-funded programs and expand new initiatives;

- Strengthening intergovernmental partnerships with Santa Fe County and Santa Fe Public Schools through joint resolutions, collaborative initiatives, and special projects; and

- Increasing public awareness of available social services through expanded marketing, advertising, media outreach, and digital accessibility.

LIBRARY

MARGARET NEILL, LIBRARY SERVICES DIVISION DIRECTOR

Mission

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

BRIAN STINETT, RECREATION DIRECTOR

Mission

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

Mission

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

JULIE SANCHEZ, YOUTH AND FAMILY SERVICES DIVISION DIRECTOR

Mission

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 all residents—regardless of age or background—have access to the resources, stability, and opportunities they need to thrive. As a hub for innovation in social services, Youth and Family Services pioneers new approaches to community well-being, thereby fostering resilience and economic mobility for those most in need.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
COMMUNITY SERVICES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Community Services Administration	1,542,991	1,493,950	1,495,874	1,468,544	(27,330)	-1.8%
Library	5,293,793	5,588,268	6,233,482	6,361,349	127,867	2.1%
Recreation	7,993,575	12,294,268	10,044,530	13,172,769	3,128,239	31.1%
Senior Services	7,225,097	6,615,371	9,040,827	9,353,907	313,080	3.5%
Youth & Family	3,755,887	7,848,588	13,643,116	9,951,577	(3,691,539)	-27.1%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	11,065,845	12,457,056	14,806,397	16,980,050	2,173,653	14.7%
Contractuals & Utilities	4,680,853	8,798,076	14,949,648	7,930,929	(7,018,719)	-46.9%
Repairs & Maintenance	187,402	216,476	211,862	179,932	(31,930)	-15.1%
Supplies	1,990,870	2,001,022	1,982,944	1,994,650	11,706	0.6%
Insurance	433,975	878,434	805,468	739,169	(66,299)	-8.2%
Other Operating Costs	2,383,279	2,786,308	2,478,226	2,354,510	(123,716)	-5.0%
Capital Purchases	32,960	624,376	300,508	167,011	(133,497)	-44.4%
Transfers to Other Funds	5,036,159	6,078,697	4,922,776	9,961,895	5,039,119	102.4%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	11,755,168	13,786,916	14,128,420	19,876,868	5,748,448	40.7%
Law Enforcement	39,921	58,616	316,342	316,342	-	0.0%
Community Development	1,232,333	5,915,160	10,790,970	4,092,117	(6,698,853)	-62.1%
Senior Citizen Grants/Programs	4,401,419	4,207,798	4,876,635	5,104,743	228,108	4.7%
Library	1,146,859	1,158,908	1,171,315	1,203,977	32,662	2.8%
Quality of Life	60,203	54,998	186,110	163,770	(22,340)	-12.0%
Recreation Programs	2,542,852	3,350,247	4,511,833	4,683,100	171,267	3.8%
Special Recreation Leagues	5,393	4,548	5,526	5,800	274	5.0%
Genoveva Chavez Community Ctr.	4,627,196	5,303,254	4,470,678	4,861,429	390,751	8.7%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

OFFICE OF EMERGENCY MANAGEMENT

BRIAN WILLIAMS, EMERGENCY MANAGEMENT DIRECTOR

Mission

The Office of Emergency Management protects and prepares the City of Santa Fe by leading coordinated efforts in disaster prevention, response, recovery, and resilience. Through strategic planning, training, and collaboration, the Office ensures that the City is equipped to mitigate risks, manage crises effectively, and safeguard the well-being of all residents in times of emergency.

Proposed FY26 Budget

The Emergency Management Department's proposed FY26 budget increased by $283,040, or 42.6%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $122,968, or 57.7%, from the FY25 original budget. The proposed FY26 budget includes $177,368 for Hazard Mitigation Plan updates and $58,653 for services funded by a Federal Emergency Management Agency (FEMA) grant.

Department Highlights

Over the past year, the Office of Emergency Management:

- Strengthened emergency planning by revising the Comprehensive Emergency Management Plan (CEMP) and updating the city's Emergency Operations Framework;
- Responded to extreme weather events through multiple CODE BLUE activations, ensuring the availability of shelter and resources for vulnerable residents;
- Enhanced citywide disaster preparedness by leading full-scale exercises, including the Dam Emergency Action Plan and Waste Isolation Pilot Plant (WIPP) Transportation exercises;
- Secured $300K in federal funding through two ARPA grant projects to improve emergency response capabilities;
- Expanded support for vulnerable populations by distributing emergency kits and portable hearing loops to residents with functional needs; and
- Led high-profile emergency response operations, including planning and managing the Emergency Operations Center activation for Zozobra.

PROPOSED FISCAL YEAR 2026 BUDGET

The Emergency Management Department's goals for FY26 are as follows:

- Updating the Hazard Mitigation Plan to address evolving risks, climate-related challenges, and infrastructure vulnerabilities;

- Developing a Continuity of Operations (COOP) and Continuity of Government (COG) Plan to ensure that essential city services remain operational during emergencies, and creating a Distribution Management Plan to improve the city's ability to efficiently allocate emergency supplies;

- Implementing the Virtual Fire Tower Project at McClure Dam, using infrared cameras for early wildfire detection and prevention;

- Enhancing security and disaster resilience by launching the Meridian Hostile Vehicle Barrier project;

- Managing over $1 million in federal mitigation grants to strengthen emergency response infrastructure, and expanding community engagement and interagency partnerships to improve public awareness and preparedness efforts; and

- Deploying GIS dashboards and mapping tools to enhance real-time emergency response and resource allocation.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE

EMERGENCY MANAGEMENT DEPARTMENT - EXPENDITURES SUMMARY

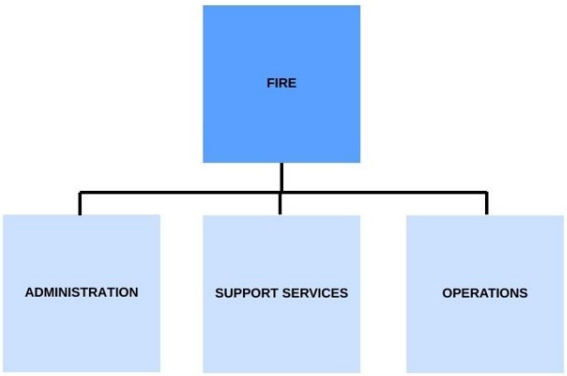
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	216,948	229,189	236,115	273,538	37,423	15.8%
Contractuals & Utilities	3,166	98,352	103,259	243,021	139,762	135.4%
Repairs & Maintenance	6,465	-	250	250	-	0.0%
Supplies	49,521	103,340	135,160	217,351	82,191	60.8%
Insurance	3,375	7,327	8,071	6,604	(1,467)	-18.2%
Other Operating Costs	151,114	75,253	72,834	131,176	58,342	80.1%
Capital Purchases	-	28,845	109,369	76,158	(33,211)	-30.4%
TOTAL EMERGENCY MANAGEMENT	**430,590**	**542,307**	**665,058**	**948,098**	**283,040**	**42.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	167,156	189,176	212,956	335,924	122,968	57.7%
Emergency Services	225,394	258,037	452,102	612,174	160,072	35.4%
Community Development	38,040	95,094	-	-	-	N/A
TOTAL EMERGENCY MANAGEMENT	**430,590**	**542,307**	**665,058**	**948,098**	**283,040**	**42.6%**

FIRE DEPARTMENT

BRIAN MOYA, 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.

Proposed FY26 Budget

The Fire Department's proposed FY26 budget increased by $5.9 million, or 19.6%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $5.9 million, or 20.5%, from the FY25 original budget. The proposed FY26 budget includes $80,000 for the purchase of medical equipment and paramedic school tuition, and $25,000 for psychological screening services for Department employees.

Department Highlights

Over the past year, the Fire Department:

- Successfully processed several critical grants and contracts, including those supporting the Honor Guard; Hazmat team; Fire Prevention initiatives; Aircraft Rescue and Firefighting (ARFF) capabilities; the Mobile Integrated Health (MIH) program; and the Emergency Medical Services (EMS) billing vendor;

- Procured two new ARFF trucks and two new ambulances in order to enhance operational capacity, replacing the oldest and most-utilized vehicles;

- Responded to over 20,000 emergency calls (68% of which were EMS-related), 400 fires and 500 mutual aid responses to the County;

- Engaged with the community, conducting nearly 300 outreach events that connected with nearly 100% of Santa Fe residents; implemented an annual joint agency training program with the Police Department, focusing on fire response to improve interagency coordination; and

- Showcased the Department's expertise and commitment beyond local borders via successful deployment to 13 different wildland fires and three swift water deployments across the country.

The Fire Department's goals for FY26 are as follows:

- Implement a structured promotional course schedule for International Fire Services Accreditation Congress (IFSAC) Driver, Pumper, Instructor I, Officer I, and SFFD Rescue Operations, thereby investing in the professional development of personnel;

- Develop a formalized quality assurance and improvement process for EMS operations, prioritizing equipment longevity through improved SCBA care and maintenance policies;

- Expand infrastructure with the construction of Station 5A to enhance service capabilities across the community;

- 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;

- Improve Firefighter safety, wellness, and mental wellbeing with initiatives focusing on station living quarter isolation, the clean cab concept, physical training programs, and proactive mental health support; and

- Enhance interagency collaboration and training through quarterly joint exercises with city and county fire departments, including the development of a tactical paramedic program with the police department.

FIRE ADMINISTRATION

BRIAN MOYA, FIRE CHIEF

Mission

The Administration Division is the core of the Fire Department's executive leadership and administrative operations, supporting all staff members of the Department.

Description of Services

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 OVERLIE, ASSISTANT FIRE CHIEF

Mission

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

STEN JOHNSON, ASSISTANT FIRE CHIEF

Mission

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; fire prevention; and community outreach to ensure the highest level of service for the Santa Fe community.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
FIRE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Fire Administration	3,545,496	4,003,767	3,547,652	3,483,855	(63,797)	-1.8%
Fire Operations	17,407,036	20,593,763	20,344,212	25,541,866	5,197,654	25.5%
Support Services	4,686,840	6,226,012	6,130,560	6,877,668	747,108	12.2%
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

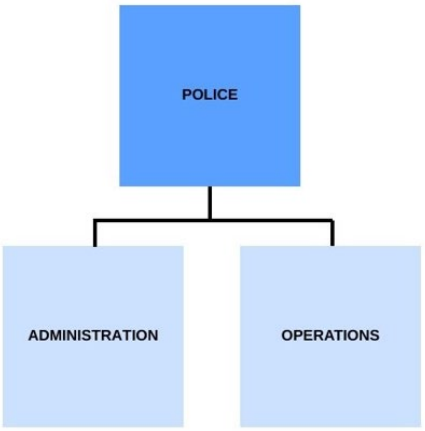
SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	21,973,230	25,028,156	23,583,934	29,464,690	5,880,756	24.9%
Contractuals & Utilities	671,728	524,845	772,893	768,885	(4,008)	-0.5%
Repairs & Maintenance	133,034	140,854	207,444	127,674	(79,770)	-38.5%
Supplies	1,515,216	1,812,582	1,458,734	1,655,951	197,217	13.5%
Insurance	288,150	710,451	876,512	776,875	(99,637)	-11.4%
Other Operating Costs	934,854	1,292,611	2,171,214	2,116,782	(54,432)	-2.5%
Capital Purchases	(0)	1,101,042	828,532	992,532	164,000	19.8%
Debt Service	-	89,839	-	-	-	N/A
Transfers to Other Funds	123,161	123,163	123,161	-	(123,161)	-100.0%
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	25,216,546	29,437,443	28,838,817	34,740,216	5,901,399	20.5%
Emergency Services	422,791	1,386,100	1,183,607	1,163,173	(20,434)	-1.7%
Fire Environmental Service	35	-	-	-	-	N/A
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

PROPOSED FISCAL YEAR 2026 BUDGET

POLICE DEPARTMENT

PAUL JOYE, 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.

Proposed FY26 Budget

The Police Department's proposed FY26 budget increased by $2.2 million, or 5.5%, from the FY25 original budget. The Department's proposed FY26 General Fund budget increased by $1.5 million, or 4.2%, from the FY25 original budget. The proposed FY26 budget includes $40,000 to administer verbal and written psychological screenings, post-traumatic incident assessments, fit-for-duty examinations, and counseling sessions for Police Officer applicants; $28,720 to assist in investigations pertaining to domestic violence and sexual assault; and $7,000 to provide hazmat cleanup services for crime scenes. The budget also includes funding for five new positions, including four Project Specialist positions and one Lead Supervisor position, in order to bring the Department into compliance with a New Mexico Supreme Court mandate to address critical staffing deficiencies.

Department Highlights

Over the past year, the Police Department:

- Launched the Axon Records system ahead of schedule in December 2024; 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 13 positions, the lowest in 10 years; this has allowed Detectives and Traffic Officers to be staffed and 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; and

- 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.

The Police Department's goals for FY26 are as follows:

- Continue finalizing 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;

- Establish a formal career development and leadership program for supervisors and above at Santa Fe Police Department;

- 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); and

- Establish a pilot project to balance training and continuity of services.

POLICE ADMINISTRATION

BEN VALDEZ, DEPUTY CHIEF OF POLICE

Mission

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.

POLICE OPERATIONS

THOMAS GRUNDLER, DEPUTY CHIEF OF POLICE

Mission

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.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
POLICE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Police Administration	9,341,699	16,998,485	17,304,122	16,292,637	(1,011,485)	-5.8%
Police Operations	19,598,738	22,776,915	22,600,378	25,820,842	3,220,464	14.2%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

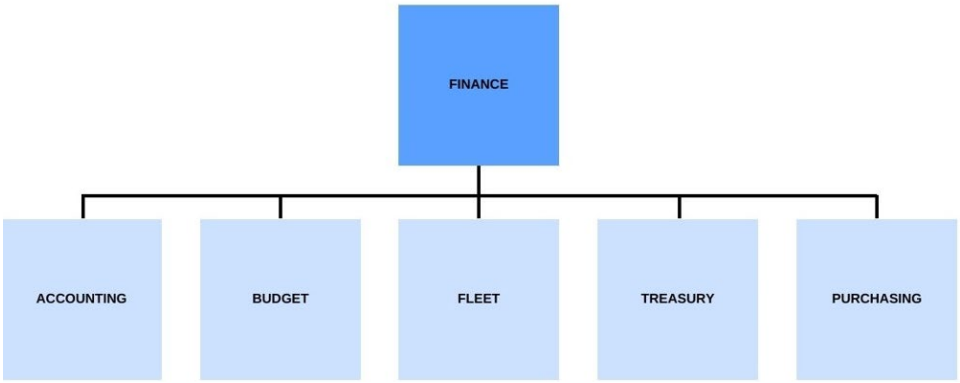
SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	22,620,685	25,612,137	26,482,064	29,652,902	3,170,838	12.0%
Contractuals & Utilities	980,675	963,171	1,522,020	1,652,589	130,569	8.6%
Repairs & Maintenance	57,915	136,043	217,489	199,571	(17,918)	-8.2%
Supplies	945,526	948,770	1,348,159	1,048,408	(299,751)	-22.2%
Insurance	474,388	1,166,076	1,994,332	1,804,304	(190,028)	-9.5%
Other Operating Costs	3,861,248	6,220,180	7,097,520	6,232,342	(865,178)	-12.2%
Capital Purchases	-	4,729,022	1,242,916	1,523,363	280,447	22.6%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	26,759,108	34,491,909	35,321,925	36,813,085	1,491,160	4.2%
Animal Services	1,114	64,883	28,050	4,705	(23,345)	-83.2%
Law Enforcement	2,180,216	5,218,608	4,554,525	5,295,689	741,164	16.3%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

PROPOSED FISCAL YEAR 2026 BUDGET

FINANCE DEPARTMENT

EMILY OSTER, 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.

Proposed FY26 Budget

The Finance Department's proposed FY26 budget increased by $3.6 million, or 15.7%, from the FY25 original budget. The Department's proposed FY26 General Fund budget decreased by $1.1 million, or 11.3%, from the FY25 original budget. The proposed FY26 budget includes $9.11 million in debt service and capital costs, including transfers to cover these costs in funds that are not fully self-supporting; $825,000 for audit and accounting support services; and $150,000 to support the purchase and implementation of an accounts receivable module and self-service tax payment portal. The budget also includes funding for one new Budget Analyst position in the Budget Office and one new Program Manager position in the Finance Administration Division to address critical staffing needs in the Department.

Department Highlights

Over the past year, the Finance Department:

- Submitted four audits to the State in 18 months, including the on-time FY24 audit—marking the first resolution since FY18—and maintained timely monthly closings through FY24 and FY25, with the first timely year-end close since FY16;

- Completed the FY25 Annual Operating Budget on time by June 1, 2024, incorporating the implementation of the City-wide Compensation & Classification study that delivered pay increases to hundreds of City employees;

- Ensured full compliance with federal and state financial standards, encumbering all ARPA funds by the 12/31/24 deadline and implementing updated policies including a modernized Per Diem and Mileage (Travel) Policy and City-wide asset disposal policies such as annual surplus auctions;

- Improved procurement and contracting processes by reducing purchasing contract packet requirements and creating graphical tools to support staff navigation of procurement procedures;

- Managed over 900 fleet assets with only five technicians;

- Processed City-wide payroll on time while issuing timely year-end W-2 forms; and

- Prioritized Finance Department recruitment and retention, reducing the vacancy rate from 34% (19 positions) in July 2023 to 14% (8 positions) by February 2025.

The Finance Department's goals for FY26 are as follows:

- Foster a human-centered environment within the Finance Department, thereby positioning the team as an indispensable resource to the City; progress on this goal will be measured by retention of staff and progress on priority projects and initiatives;

- Complete the FY25 financial statement and compliance audit by the due date of December 15, 2025;

- Continue the on-time completion and adoption of the Annual Operating Budget;

- 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;

- 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; and

- Implement 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

ALEXIS LOTERO, ASSISTANT FINANCE DIRECTOR

Mission

The mission of the Administration Division of the Finance Department is to provide accurate and timely support for all aspects of Finance Department operations.

ACCOUNTING DIVISION

MATTHEW BONIFER, CHIEF ACCOUNTING OFFICER

Mission

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.

BUDGET DIVISION

ANDY HOPKINS, BUDGET OFFICER

Mission

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 DIVISION

DAVID JARAMILLO, FLEET MANAGER

Mission

Fleet Management provides City departments with a comprehensive and extensive array of vehicle services. Team members have extensive expertise in working on vehicles ranging from riding lawn mowers to City buses. The City's constituents are a primary focus in terms of minimizing vehicle investments, maximizing the utility of the City's fleet, improving efficiency, and reducing transportation costs. Fleet Management ensures that all City departments have the necessary equipment to complete their work that serves the community.

PURCHASING DIVISION

TRAVIS DUTTON-LEYDA, CHIEF PROCUREMENT OFFICER

Mission

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

Mission

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 2026 BUDGET

CITY OF SANTA FE
FINANCE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

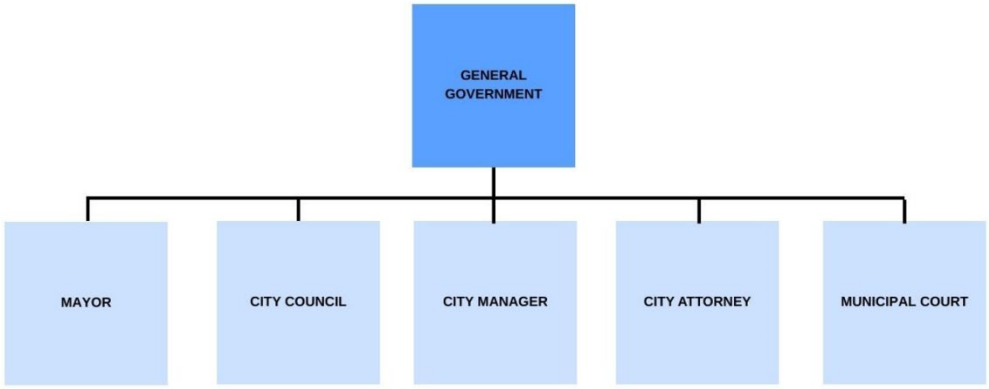
SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Finance Administration	1,075,282	1,295,439	1,387,745	1,601,441	213,696	15.4%
Accounting	4,308,914	5,383,862	4,971,097	3,097,808	(1,873,289)	-37.7%
Budget	17,015,918	18,200,890	11,549,629	16,387,733	4,838,104	41.9%
Fleet Management	1,478,451	1,529,059	1,642,310	1,758,213	115,903	7.1%
Purchasing	698,493	1,639,225	1,028,261	1,031,152	2,891	0.3%
Treasury	717,778	1,084,953	2,176,159	2,450,138	273,979	12.6%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,425,344	4,840,314	6,016,684	6,960,781	944,097	15.7%
Contractuals & Utilities	2,683,095	4,124,143	4,250,000	2,482,700	(1,767,300)	-41.6%
Repairs & Maintenance	212,942	163,798	282,546	250,000	(32,546)	-11.5%
Supplies	489,646	550,829	553,389	574,200	20,811	3.8%
Insurance	69,966	153,994	221,956	197,212	(24,744)	-11.1%
Other Operating Costs	604,249	763,676	596,697	574,603	(22,094)	-3.7%
Capital Purchases	16,909	12,292	93,292	20,000	(73,292)	-78.6%
Transfers to Other Funds	16,792,685	18,524,383	10,740,637	15,266,989	4,526,352	42.1%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,959,811	8,776,466	9,865,327	8,751,208	(1,114,119)	-11.3%
Capital Equipment Reserve	68,897	803,570	-	-	-	N/A
Lodgers' Tax Fund	29,639	93,455	332,933	352,734	19,801	5.9%
Community Development	6,372	-	-	-	-	N/A
Special Projects	-	16,464	-	-	-	N/A
1/2% GRT Income Fund	16,751,667	17,914,415	10,914,631	15,464,330	4,549,699	41.7%
Services to Other Depts	1,478,451	1,529,059	1,642,310	1,758,213	115,903	7.1%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

GENERAL GOVERNMENT

ALAN WEBBER, MAYOR



Mission and Description of Services

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.

Major priorities are the safety, quality of life and sustainability for all those who live, work and visit our fair city. Integral operations include maintaining and developing infrastructure; providing essential public services; social justice initiatives; facilitating civic participation; serving diverse and vulnerable communities; promoting transparency; ensuring environmental sustainability; and supporting cultural initiatives.

Alan Webber is Santa Fe's 43rd Mayor and the City's first full-time executive. He was elected in March 2018 and again in January 2022. The Mission of the Mayor's Office includes playing a critical role in shaping the policies to maintain a vibrant, inclusive and thriving community for the citizens of Santa Fe. From budget management to representing the city at public events, the Mayor's duties are diverse. This multifaceted executive leadership role requires effective decision-making skills and a deep understanding of the needs and concerns of Santa Fe residents.

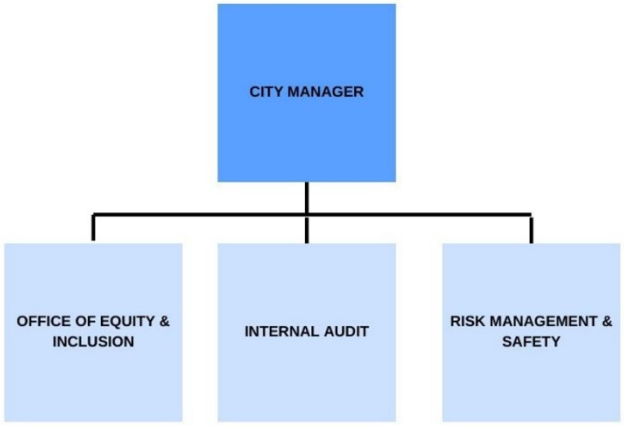
Proposed FY26 Budget

The proposed FY26 budget for General Government decreased by $1.3 million, or 5.7%, from the FY25 original budget. The Department's proposed FY25 General Fund budget increased by $16,326, or 0.2%, from the FY25 original budget. The proposed FY26 budget includes $2.5 million for various types of insurance claims; $104,462 for workers' compensation medical/indemnity payments; $21,944 for additional staffing costs; $60,000 for development and

disposition of Midtown property; $48,500 for the City Strategic Plan; and $10,000 for Spanish language and American Sign Language (ASL) interpreters for the Municipal Court.

CITY MANAGER'S OFFICE

MARK SCOTT, CITY MANAGER



Mission

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 great majority of services, programs, initiatives and activities found in this budget fall under the purview of the City Manager.

CITY ATTORNEY'S OFFICE

ERIN MCSHERRY, CITY ATTORNEY

Mission

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

Over the past year, the City Attorney's Office:

- Prevailed in significant litigation, including Bruce Throne et al vs. City of Santa Fe I and II, land use appeals in district court, challenging a rezoning and final development plan on Old Pecos Trail, each of which upheld the City's land use case review process; Sebesta v. City of Santa Fe, a District Court appeal regarding Code Enforcement jurisdiction to enforce the location of a building in a building permit; City of Santa Fe vs. Board of County Commissions of Santa Fe, regarding the expanded area designated as part of the Traditional Village of Agua Fria; 219 DWI cases filed in calendar year 2024 (with a 85.82% conviction rate as of 2/14/25), 207 shoplifting cases, and 511 petty misdemeanor cases;

- Addressed and improved the City's Inspection of Public Records Act (IPRA) production by responding to 10,703 IPRA requests; creating an accident reports page that allows the public to avoid filing IPRA requests; and training staff and elected officials regarding efficient records production;

- Collaborated on litigation impacting important City public policy positions, including the City's High-End Tax for Affordable Housing appeal and federal Constitutional violations, such as threats of prosecuting local officials if they do not assist in federal immigration enforcement that is not legally required and modifying federal grant terms without congressional authority and in contradiction to the purposes of the 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, including the Police Department , Human Resources Department, Planning and Land Use Department, senior staff, and the Governing Body.

The City Attorney's Office goals for FY26 are as follows:

- Obtain favorable outcomes in litigation, including the High-End Excise Tax for Affordable Housing; Bruce Throne I (Old Pecos Trail rezoning appeal); City v. Catanach (illegal tower appeal); the Educational Retirement Board Injunction; the Botulph Road rezoning appeal;

San Francisco et al vs. Department of Justice; and San Francisco and Santa Fe vs. Americorps;

- 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);
- Develop a CAO intranet page with resources and trainings;
- 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; and
- Complete significant legislative updates, including Chapter 14 reorganization and updates; clean-up of City Code Chapters 2 and 24; and Uniform Traffic Code updates.

MUNICIPAL COURT

CHAD CHITTUM, MUNICIPAL COURT JUDGE

Mission

The Mission of the Santa Fe Municipal Court is to administer justice to the people of Santa Fe in a fair, equitable, efficient, professional and consistent manner.

Department Highlights

Over the past year, the Municipal Court:

- Achieved certification of the DWI/Drug Court Program and partnered with Mesa Vista Wellness as a single source provider;
- Continued the Language Access Specialist incentive pay policy;
- Upgraded the walk-through metal detector;
- Designed and 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.

The Municipal Court's goals for FY26 are as follows:

- Upgrade the courtroom audio/video technology;
- 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;
- Collaborate with other agencies and city partners to have warrants entered into the national database; and
- Review all inactive cases and take appropriate action.

RISK MANAGEMENT AND SAFETY

VACANT, RISK MANAGEMENT AND SAFETY DIVISION DIRECTOR

Mission

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

Over the past year, the Risk Management and Safety Divsion:

- Sustained Division operations, 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 42 safety-related trainings to City employees; and

- Continued distribution of safety supplies and personal protective equipment (PPE) to City employees.

Risk Management and Safety's goals for FY26 are as follows:

- Promote a comprehensive culture of safety in order to ensure the health and safety of citizens and employees;

- 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

- Seek continuous professional development of the Risk and Safety team.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
GENERAL GOVERNMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Mayor's Office	385,072	668,199	609,913	667,169	57,256	9.4%
City Council	481,970	521,385	1,134,000	747,867	(386,133)	-34.1%
City Manager	505,247	701,546	1,232,091	1,252,836	20,745	1.7%
City Attorney	2,498,508	2,939,449	2,967,068	3,147,697	180,629	6.1%
Internal Audit	8,506	837	150,000	150,000	-	0.0%
Municipal Court	1,769,529	1,964,734	2,266,465	2,377,354	110,889	4.9%
Risk Management	6,952,134	7,196,538	9,693,855	8,684,414	(1,009,441)	-10.4%
Safety	2,371,750	1,949,324	4,571,927	4,298,918	(273,009)	-6.0%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,513,765	5,502,506	6,534,524	6,556,468	21,944	0.3%
Contractuals & Utilities	881,968	1,042,516	1,695,122	1,379,327	(315,795)	-18.6%
Repairs & Maintenance	(5,898)	4,415	-	6,775	6,775	N/A
Supplies	233,176	213,169	387,910	422,928	35,018	9.0%
Insurance	8,560,537	8,118,866	12,727,331	11,642,810	(1,084,521)	-8.5%
Other Operating Costs	717,261	974,726	1,223,312	1,186,947	(36,365)	-3.0%
Capital Purchases	9,408	23,315	55,000	131,000	76,000	138.2%
Transfers to Other Funds	62,500	62,500	2,120	-	(2,120)	-100.0%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	5,557,789	6,696,573	8,265,997	8,282,323	16,326	0.2%
Law Enforcement	91,044	99,577	93,540	60,600	(32,940)	-35.2%
Risk Management	7,445,804	7,784,261	10,901,788	9,514,876	(1,386,912)	-12.7%
Workers' Compensation	1,878,080	1,361,601	3,363,994	3,468,456	104,462	3.1%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

PROPOSED FISCAL YEAR 2026 BUDGET

HUMAN RESOURCES DEPARTMENT

BERNADETTE SALAZAR, 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.

Proposed FY26 Budget

The Human Resources Department's proposed FY26 budget decreased by $3.2 million, or 8.9%, from the FY25 original budget. The Department's proposed FY26 General Fund budget decreased by $2.4 million, or 47.6%, from the FY25 original budget. The proposed FY26 budget includes $28.3 million for employee health and life insurance claims; $1.03 million for employee dental insurance claims and associated costs; and $197,848 for employee tuition assistance and training costs.

Department Highlights

Over the past year, the Human Resources Department:

- Negotiated and implemented a 3% salary increase and salary increases recommended by the Classification and Compensation Study for AFSCME, Fire Union, and Police Union employees; implemented equivalent salary increases for non-union employees; and provided for a $1,000 retention incentive for City employees;

- 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 22.68% in July 2024 to 21.82% as of February 2025;

- Facilitated the City's receipt of the Family Friendly Business Award at the Gold level from the Family Friendly New Mexico organization in November 2024, acknowledging the City's commitment to employees;

- Achieved the Gold Level Cigna Healthy Workforce Designation for the second consecutive year, demonstrating the City's commitment to employees' health and wellness; 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 NM State University) for a total of 159 training sessions and 470 training hours; offered 130 city-sponsored employee training opportunities to a total of 1,945 participants.

PROPOSED FISCAL YEAR 2026 BUDGET

The Human Resource Department's goals for FY26 are as follows:

- Implement performance evaluation software and provide citywide training;
- Develop the employee training policy; complete phases three and four of the Classification and Compensation study; implement enhancements to the new hire process; and standardize employee related statistics for monthly reporting;
- Finalize the RFP process for medical, dental, vision, and life insurance carriers; and
- Update the City of Santa Fe Personnel Rules/Regulations and Policies and Administrative Employee Policies to include the solicitation of feedback from City employees.

CITY OF SANTA FE
HUMAN RESOURCES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

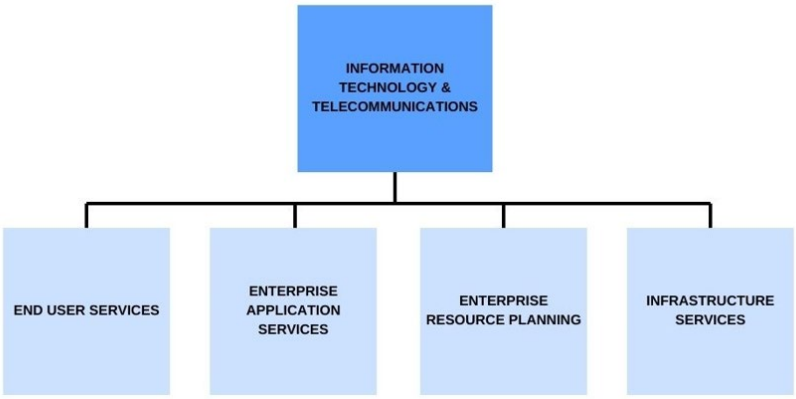
SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,343,321	3,505,379	4,191,169	2,042,177	(2,148,992)	-51.3%
Contractuals & Utilities	1,137,858	1,396,034	1,957,640	1,442,277	(515,363)	-26.3%
Supplies	52,956	32,950	59,200	115,320	56,120	94.8%
Insurance	19,966,763	22,670,557	28,866,124	28,297,999	(568,125)	-2.0%
Other Operating Costs	247,074	347,409	361,930	377,220	15,290	4.2%
Transfers to Other Funds	1,677,872	75,000	75,000	75,000	-	0.0%
TOTAL HUMAN RESOURCES	**27,425,845**	**28,027,330**	**35,511,063**	**32,349,993**	**(3,161,070)**	**-8.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,432,314	4,087,127	4,956,356	2,595,897	(2,360,459)	-47.6%
Special Projects	-	26,862	-	-	-	N/A
Santa Fe Health/Dental	20,953,983	23,834,738	30,414,707	29,678,552	(736,155)	-2.4%
Unemployment Claims	39,548	78,602	140,000	75,544	(64,456)	-46.0%
TOTAL HUMAN RESOURCES	**27,425,845**	**28,027,330**	**35,511,063**	**32,349,993**	**(3,161,070)**	**-8.9%**

PROPOSED FISCAL YEAR 2026 BUDGET

INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DEPARTMENT

ERIC CANDELARIA, INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS DIRECTOR



Mission

The Information Technology and Telecommunications (ITT) Department's mission is to harness the transformative power of Information Technology (IT) to drive organizational success. The Department is dedicated to optimizing business processes through cutting-edge applications, providing exceptional support to enhance user experience, and securing a resilient network infrastructure. The Department aligns IT projects with strategic goals, enforces rigorous information security policies, and procures efficient IT solutions. ITT ensures informed decision-making and seamless collaboration by integrating GIS data and unified communications. The ITT Department's commitment to maintaining high-performance computing devices and meticulous data management reinforces the Department's commitment to operational excellence and steadfast innovation.

Proposed FY26 Budget

The ITT Department's proposed FY26 budget increased by $264,432, or 1.8%, from the FY25 original budget. The proposed FY26 budget includes $2.7 million for data processing equipment purchases, $2.4 million for ongoing Enterprise Resource Planning (ERP) systems consulting and related project management costs, and $1.9 million in software subscriptions for multiple applications used by City departments to provide enhanced service delivery to the public.

Department Highlights

Over the past year, the ITT Department:

- Developed and implemented the Artificial Intelligence (AI) Policy and Strategic Plan;

- Implemented the Information Technology Service Management (ITSM) Service Desk Tool for improved IT support;
- Collaborated with the CAO to publish public-facing police reports on the City of Santa Fe website;
- Successfully implemented a new computer data backup system;
- Installed Wi-Fi at Fort Marcy and Salvador Perez Pool;
- Completed camera and access control installations at City Hall, the Fire Department, and the CCC; and
- Migrated all Transit radios to the state radio system.

The ITT Department's goals for FY26 are as follows:

- Deploy SharePoint for all City staff to enhance collaboration;
- Establish and enforce an IT governance framework;
- Finalize and implement a comprehensive Disaster Recovery Plan;
- Roll out a Privileged Access Management (PAM) system for improved security; and
- Upgrade City network switches and computers for better performance and reliability.

ADMINISTRATIVE SUPPORT

KAYLA CONNER, ADMINISTRATIVE MANAGER

Mission

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.

Description of Services

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

EDWARD DURAN, END USER SERVICES MANAGER

Mission

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.

Description of Services

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

ZARIFA DUSHDUROVA, ENTERPRISE APPLICATION SERVICES MANAGER

Mission

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.

Description of Services

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 MANAGEMENT MANAGER

Mission

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.

Description of Services

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

Mission

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.

Description of Services

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.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE

INFORMATION TECHNOLOGY & TELECOMMUNICATIONS - EXPENDITURES SUMMARY

PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
ITT Administration	1,648,861	5,208,743	1,438,262	2,466,666	1,028,404	71.5%
End User Services	789,607	870,468	877,817	995,253	117,436	13.4%
Enterprise Application Services	2,127,223	2,254,979	3,294,093	2,752,479	(541,614)	-16.4%
Enterprise Project Management	2,170,656	5,413,378	1,598,326	1,688,210	89,884	5.6%
Infrastructure Services	4,694,466	4,866,317	7,546,627	7,116,949	(429,678)	-5.7%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

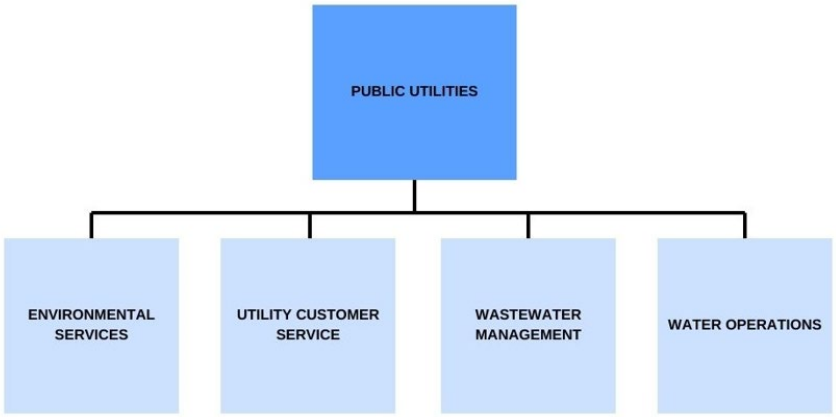
SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	3,140,322	5,438,875	5,077,327	5,754,695	677,368	13.3%
Contractuals & Utilities	1,879,490	4,026,467	2,515,802	2,395,326	(120,476)	-4.8%
Repairs & Maintenance	137,916	97,865	730,807	171,000	(559,807)	-76.6%
Supplies	1,069,599	1,246,244	2,640,688	1,943,221	(697,467)	-26.4%
Insurance	58,280	97,986	199,165	154,947	(44,218)	-22.2%
Other Operating Costs	2,973,931	3,061,424	2,846,209	2,744,100	(102,109)	-3.6%
Capital Purchases	-	427,312	622,715	498,715	(124,000)	-19.9%
Debt Service	13,251	967,711	-	-	-	N/A
Transfers to Other Funds	2,158,022	3,250,000	122,412	1,357,553	1,235,141	1009.0%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Special Projects	-	3,107,645	-	-	-	N/A
1/2% GRT Income Fund	2,204,755	3,652,744	560,000	1,598,753	1,038,753	185.5%
Services to Other Depts	9,226,057	11,853,495	14,195,125	13,420,804	(774,321)	-5.5%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

PROPOSED FISCAL YEAR 2026 BUDGET

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.

Description of Services

The Department is made up of the following: Environmental Services (ESD), Utility Customer Service (UCS), Wastewater Management, and Water Operations.

Proposed FY26 Budget

The Public Utilities Department's proposed FY26 budget increased by $14.5 million, or 16.9%, from the FY25 original budget. The proposed FY26 budget includes $7.2 million in the Water Division for the City's share of the Buckman Direct Diversion (BDD) budget; $3.2 million to support repairs and maintenance to Wastewater systems and equipment; $3 million for vehicles in ESD, including four solid waste collection vehicles; $2.5 million for program manager support related to Phases 2 and 3 of the UCS billing system upgrade; $1.7 million in UCS to build and implement a customer portal for utility payments; $1 million for consulting services to assist daily financial accounting and the year end audit; $500,000 in ESD to support the Clean Energy Program; and $486,902 for chemicals related to water treatment.

Department Highlights

Over the past year, the Public Utilities Department:

- Created an online service line inventory in compliance with Lead and Copper Rule Revision requirements;
- Achieved substantial completion of outlet conduit upgrades at Nichols Dam on schedule and on budget;
- Developed the Backflow Prevention Ordinance, which is on schedule to be passed before the end of the current fiscal year;
- Achieved near-completion of the design for the ESD Administrative and Maintenance Facility;
- Completed an RFP for regulatory management of the City's closed Landfills, while maintaining a good standing with landfill regulators;
- Installed permanent lighting for the City's entryway sign;
- Administered the Storm Damage Tree Branch Collection program, successfully servicing over 130 residential customers by collecting broken tree branches affected by snowstorm damage;
- Increased usage of the 'Eye on Water' app from 11% in June 2019 to 21% in January 2025, helping customers monitor water usage;
- Corrected areas where sewer lines located near drainages or arroyos were threatened due to erosion;
- Implemented plant process diagrams and additional process equipment controls to the Supervisory Control and Data Acquisition (SCADA) system that runs the Wastewater Plant;
- Completed the Wastewater Management Division's Facilities Master Plan; and
- Provided updated mapping system corrections for continual incorporation into the GIS sewer mapping system.

The Public Utilities Department's goals for FY26 are as follows:

- Create, update and finalize Public Utilities Department policies;
- Bring Buckman Direct Diversion's thickeners and centrifuges into full operation;
- Complete several key projects including trenchless rehabilitation, system wide flushing, and testing of 1,000 large valves, with an expected 4 Pressure Reducing Valve replacements;
- Complete Fire Mitigation strategies for critical water infrastructure;
- Issue an RFP for the construction of the Administrative and Maintenance Facility for ESD;
- Complete Stage 1 Abatement at the Frank Ortiz closed landfill;
- Continue Keep Santa Fe Beautiful (KSFB) litter cleanup activities to ensure continual improvement in the Litter Index Survey;
- Increase Eye on Water app user participation to 25%;
- Work with the Department's water meter consultant to reduce the amount of manually read water meters each month; and
- Integrate a data management system and SCADA controls for the Wastewater Treatment Plant.

ENVIRONMENTAL SERVICES

DEBORA TRUJILLO, ENVIRONMENTAL SERVICES DIVISION DIRECTOR

Mission

The Environmental Services Division (ESD) is committed to the protection of the City's environment and community.

Description of Services

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

NANCY JIMENEZ, UTILITY BILLING DIVISION DIRECTOR

Mission

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.

Description of Services

The UCS Division provides prompt and courteous customer service, accurate water meter readings, timely billing for water, refuse, sewer and storm-water services, and proactive collection services for delinquent accounts.

WASTEWATER MANAGEMENT

MICHAEL DOZIER, WASTEWATER DIVISION DIRECTOR

Mission

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.

Description of Services

The Wastewater Management Division's services include maintenance and repair of the City's wastewater collection system, wastewater treatment plant, solids management system, and wastewater re-use facilities. The Division treats 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 for a better tomorrow.

WATER OPERATIONS DIVISION

JOHNATHAN MONTOYA, INTERIM WATER DIVISION DIRECTOR

Mission

The Water Operations Division's mission is to provide a safe, reliable, and resilient water supply to meet Santa Fe's needs.

Description of Services

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 2026 BUDGET

CITY OF SANTA FE
PUBLIC UTILITIES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Public Utilities Administration	3,164,904	3,439,284	2,532,715	4,093,704	1,560,989	61.6%
Environmental Services	13,650,749	16,396,144	21,322,983	24,771,157	3,448,174	16.2%
Utility Customer Service	4,717,819	5,209,828	7,822,810	9,386,993	1,564,183	20.0%
Wastewater Management	12,658,983	15,020,899	18,998,947	22,709,242	3,710,295	19.5%
Water Operations	31,152,010	34,734,757	35,476,440	39,730,768	4,254,328	12.0%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	11,691,098	18,419,827	22,853,414	25,224,532	2,371,118	10.4%
Contractuals & Utilities	12,226,176	11,803,762	17,837,607	21,543,173	3,705,566	20.8%
Repairs & Maintenance	2,522,266	3,275,335	4,673,812	5,502,600	828,788	17.7%
Supplies	2,788,594	2,494,884	3,344,946	4,476,977	1,132,031	33.8%
Insurance	786,578	1,915,740	1,321,677	1,387,124	65,447	5.0%
Other Operating Costs	24,342,594	26,688,716	17,468,046	19,075,526	1,607,480	9.2%
Capital Purchases	7,386	(16,076)	2,885,000	4,996,700	2,111,700	73.2%
Debt Service	2,479,863	2,541,386	5,557,329	5,584,253	26,924	0.5%
Transfers to Other Funds	8,499,910	7,677,338	10,212,064	12,900,979	2,688,915	26.3%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Resource Conservation	1,052,408	957,664	1,528,544	1,551,263	22,719	1.5%
Community Development	32,260	21,411	12,000	-	(12,000)	-100.0%
Waste Water Management	12,658,983	15,020,899	18,998,947	22,709,242	3,710,295	19.5%
Water Management	31,152,010	34,734,757	35,476,440	39,730,768	4,254,328	12.0%
Environmental Services	13,498,888	16,369,733	20,810,983	24,271,157	3,460,174	16.6%
Utilities Administration	6,949,915	7,696,448	9,326,981	12,429,434	3,102,453	33.3%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

PROPOSED FISCAL YEAR 2026 BUDGET

AIRPORT DEPARTMENT

JAMES HARRIS, AIRPORT MANAGER

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.

Description of Services

The Airport Division operates and maintains the Santa Fe Regional 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.

Proposed FY26 Budget

The Airport Department's proposed FY26 budget increased by $723,555, or 15.5%, from the FY25 original budget. The proposed FY26 budget includes $23,700 in grant funding for the Flight Information Display System (FIDS), airport operations tracking systems, and cloud-based airport software systems. The budget also includes $2,000 in advertising.

Department Highlights

Over the past year, the Airport Department:

- Completed Phase I of the Passenger Terminal expansion project;
- Achieved self-sufficiency status for the Airport by increasing revenues and creating new revenue streams;
- Installed fiber connectivity to the Airport's Fire Station which allows for stable, uninterrupted communication;
- Upgraded the airport security system, including installation of over 100 cameras, new airport badge design, and additional access control devices; and
- Improved training programs to ensure safety and compliance, reinforcing the Airport's commitment to the protection of passengers, staff, and the surrounding community.

PROPOSED FISCAL YEAR 2026 BUDGET

For FY26, the Airport Department will pursue the following goals:

- Complete the design phase for the airport access road project;
- Accomplish 75% of Phases 2 and 3 for the Airport Terminal design project;
- Finish the Commercial Aircraft Ramp Reconstruction project, the North Aircraft Ramp reconstruction project and the Taxiway F reconstruction project;
- Complete the parking lot expansion project;
- Update the Airport Master Plan; and
- Complete repairs on Runways 15-33 and 10-28.

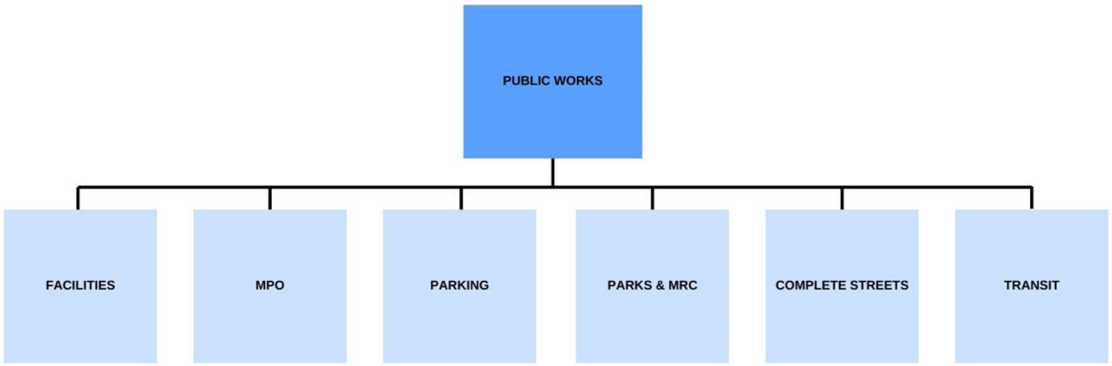
CITY OF SANTA FE
AIRPORT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	699,042	2,614,327	2,657,974	3,772,121	1,114,147	41.9%
Contractuals & Utilities	509,983	1,064,107	180,000	153,700	(26,300)	-14.6%
Repairs & Maintenance	88,148	215,757	181,500	206,000	24,500	13.5%
Supplies	121,924	272,939	598,250	326,000	(272,250)	-45.5%
Insurance	44,830	83,447	139,942	153,021	13,079	9.3%
Other Operating Costs	1,625,230	2,013,693	715,042	701,055	(13,987)	-2.0%
Capital Purchases	23,595	80,069	165,000	70,000	(95,000)	-57.6%
Transfers to Other Funds	10,602	-	20,634	-	(20,634)	-100.0%
TOTAL AIRPORT	**3,123,353**	**6,344,339**	**4,658,342**	**5,381,897**	**723,555**	**15.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Airport Fund	3,123,353	6,344,339	4,658,342	5,381,897	723,555	15.5%
TOTAL AIRPORT	**3,123,353**	**6,344,339**	**4,658,342**	**5,381,897**	**723,555**	**15.5%**

PUBLIC WORKS DEPARTMENT

REGINA WHEELER, PUBLIC WORKS DEPARTMENT DIRECTOR



Mission

The Public Works Department strives to provide high quality, state-of-the-art civic infrastructure for a sustainable, safe, and vital city.

Description of Services

The Public Works Department plans, designs, builds, maintains, and operates the City's civic infrastructure, including parks, facilities, parking, transit, roadways, trails and storm water infrastructure. Through thoughtful stewardship of this infrastructure, the City realizes many of its resiliency, economic development, and family-friendly goals.

The Public Works Department plans and manages the City's capital improvement projects for parks, buildings, roads, trails, sidewalks, parking facilities, airport, transit, and storm water. The Department is also responsible for constructing, operating, and maintaining the infrastructure and partnerships for the Railyard and facilities, grounds, and infrastructure at the Midtown campus.

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.

Proposed FY26 Budget

The Public Works Department's proposed FY26 budget increased by $7.1 million, or 11%, from the FY25 original budget. The Department's FY26 proposed General Fund budget increased by $5.4 million, or 22.3%, from the FY25 original budget. The proposed FY26 budget includes $2.8 million for a new professional operations contract at the MRC's Marty Sanchez Links de Santa Fe (MSL) golf course; $1.04 million for vegetation management in parks, open space, and

arroyos; $928,660 in the Complete Streets Division for intersection/roadway markings, streetlight maintenance, traffic signal maintenance and upgrades, and traffic calming improvements; $713,000 for security services at Midtown and the Railyard; $442,225 for homeless encampment cleanups; and $219,000 for Transit dispatch software.

Department Highlights

Over the past year, the Public Works Department:

- Executed 60 legislative grant agreements for $49 million;
- Purchased Work Order and Asset Management System in partnership with the Public Utilities Department;
- Repaired sidewalk along the Water Street lot to meet ADA requirements and improved two ADA parking spaces at the Roundhouse in collaboration with the State;
- Established a comprehensive transportation system for Consuelo's Shelter as well as the "Code Blue" protocol;
- Implemented new Transit software with bus location tracking;
- Completed the Federal Transit Administration Financial Management Oversight and Triennial Workshop and addressed deficiencies;
- Completed the Camino Entrada Roundabout, El Camino Real Academy Trail, and Canada Rincon Trail;
- Completed three Pothole Paloozas with a total of over 7,300 potholes patched;
- Completed over $3.4 million in pavement rehabilitation projects with complete street striping to slow traffic where feasible;
- Upgraded 30 traffic signals with new controllers and communication technology and eight signals with new signal detection radar, and retrofitted 11 traffic signals with flashing yellow arrows, improving intersection safety;
- Renewed over 40 crosswalk markings, 150 speedhump markings, and 100 arrows and stop bars; replaced over 200 street name signs on traffic signal mast arms, including over 40 illuminated street name signs; and replaced over 2,500 roadway signs that were faded or damaged;
- Completed the $15 million Solarization and Energy Efficiency project;

- Provided daily operational and logistic support to two $75+ million film productions at Midtown;
- Successfully managed a 300 special event season, highlighted by the historic 100th Zozobra Celebration, which served 81,100 attendees;
- Successfully transitioned MSL to a professional operator, resulting in an 85% reduction in complaints and achieving a 76% rating of reviews of at least four stars;
- Launched a TreeSmart Santa Fe $1 million initiative, leveraging a United States Forest Service (USFS) grant to plant 500 trees and maintain the urban canopy over the next three years;
- Removed 21,000 pounds of waste while cleaning 63 river and arroyo reaches with 1,500 volunteer hours; and
- Completed the Midtown Stormwater Management Plan, incorporating innovative green stormwater infrastructure techniques to effectively manage, capture, and infiltrate post-construction 100-year storm flows across the entire site, while creating and enhancing vibrant, multi-functional trails, parks, and plaza.

For FY26, the Public Works Department will pursue the following goals:

- Initiate field use and incorporate data into the asset management and work order tracking system for public works infrastructure;
- Reconvene the Capital Improvement Advisory Committee and complete the update of the Impact Fee Capital Improvement Plan;
- Launch website for the ADA Self Assessment and Transition Plan and complete facility inspections;
- Complete the Sandoval Garage renovation project;
- Complete pavement rehabilitation on Water Street parking lot to meet ADA requirements;
- Implement several critical Transit improvements to enhance customer experience and safety, including executing micro transit concepts, getting new fare boxes for the fixed route and paratransit fleet, and obtaining new camera systems for buses;
- Increase the rate of paving rehabilitation and complete the Airport Road and other projects using the $25 million General Obligation Bond;

- Complete the Public Infrastructure Development Guidelines Manual in concert with the Land Use Chapter 14 Code Update;

- Implement drainage solutions for Calle Nopal at Alameda and other areas to protect the roadways and adjacent properties;

- Complete the St Michael's Intersection Pedestrian and Bicycle Safety Improvements Project;

- Complete several critical projects including the Guadalupe Street and Bridge Reconstruction project, the Agua Fria-South Meadows Intersection Improvements project, the construction of Tierra Contenta Trail, and full depth reclamation of Buckman Road for bicycle and vehicular safety;

- Complete the planning phase of the new City Services Center project to provide accessible, safe and inviting one-stop-shop to community member;

- Complete the SouthWest Activity Node (SWAN) Park Phase 2 amenities, including trailheads, a water play element, community gardens, multi-sports fields, and a dog park;

- Begin the Fort Marcy Redesign Project, focusing on Zozobra, Wine and Chile events, and improvements to the concession building, bathrooms, egress/ingress, emergency access, and accessibility at the ball field;

- Complete the replacement of the artificial turf at Salvador Perez Multi-Sport Field and construct a new artificial turf ball field at Ragle Park; and

- Implement a proactive Park Ranger beautification program, leveraging the $95,000 New Mexico Department of Transportation (NMDOT) Que Linda Grant to support litter pickup and launch community education initiatives that foster a cleaner city.

FACILITIES DIVISION

SAM BURNETT, FACILITIES DIVISION DIRECTOR

Mission

The Facilities Division provides accessible, sustainable, compliant and comfortable facilities for public use and City operations. The Division performs planning, design, construction of facilities, and operates of the Midtown and Railyard properties.

Description of Services

The Facilities Division provides comprehensive facility and property planning, design, construction, management, and maintenance. The Division is comprised of the CIP Management Section; the Mechanical, Electrical, and Plumbing (MEP) Maintenance Section; the Custodial Section; the General Construction Section; and the Property Management Section. The Division manages over 100 City facilities and more than100 acres of city property, including City Hall; recreation centers; libraries, police and fire stations, the Santa Fe Railyard, and the Midtown Campus property. The Facilities Division also assists in planning, securing funding, managing projects, and reporting on capital projects for the City.

METROPOLITAN PLANNING ORGANIZATION

ERICK AUNE, MPO OFFICER

Mission and Description of 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 other City and County transportation-related departments. The MPO has regular monthly public meetings as forums for transportation issues and recommends actions through a Technical Coordinating Committee to the MPO Transportation Policy Board. The MPO also submits a four-year Transportation Improvement Plan (TIP) and quarterly amendments to the State Department of Transportation. The TIP includes federally-funded and/or regionally significant transportation projects and programs with identified funding.

PARKS AND OPEN SPACE DIVISION

MELISSA MCDONALD, PARKS AND OPEN SPACE DIVISION DIRECTOR

Mission

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.

Description of Services

The Parks and Open Space Division oversees the care and development of 77 parks; 30 open spaces; 171 miles of trails; the historic Plaza; the 1,200-acre MRC and 27-hole MSL golf course; 120 miles of road medians; and the Santa Fe River and greenway parks. The Division also manages compliance with the City's National Pollutant Discharge Elimination System (NPDES) permits.

PARKING

STEVE KASPAN, PARKING DIVISION DIRECTOR

Mission

The Parking Division is committed to providing an efficient and adequate supply of parking spaces throughout the City to serve the needs of our community and visitors, while simultaneously ensuring the success of the municipal parking system by employing state-of-the-art technologies and parking solutions.

Description of Services

The Parking Division oversees Parking facility operations and maintenance; enforcement of the Uniform Traffic Ordinance (UTO); parking revenue generation, accounting and re-investment to improve the parking experience through modernization; administration of parking operations on a daily basis, 365 days a year; and contracts management, public relations and conflict resolution.

COMPLETE STREETS

JENNIFER MORROW, COMPLETE STREETS DIVISION DIRECTOR

Mission

The mission of the Complete Streets Division is to develop multi-modal transportation infrastructure to support resilience, mobility, and safety. The Division ensures safe mobility for the citizens of Santa Fe through the maintenance and rehabilitation of public streets, sidewalks and trails.

Description of Services

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

VACANT, DIRECTOR OF OPERATIONS AND MAINTENANCE

Mission

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.

Description of Services

The Division oversees and manages the day-to-day operations of three distinct transit programs including the Santa Fe Trails fixed-route bus system, the Santa Fe Pick-Up system (a fare-free circulator service to Downtown, Canyon Road, and Museum Hill), and the Santa Fe Ride Complimentary ADA Paratransit system (which serves the elderly and disabled population with curb-to-curb service). The Transit Division also provides special bus service for the Folk Art Market, Zozobra and the Canyon Road Farolito Walk.

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
PUBLIC WORKS DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Public Works Administration	884,396	1,200,030	1,023,710	1,425,488	401,778	39.2%
Facilities Maintenance	12,024,051	12,260,213	13,269,196	15,254,797	1,985,601	15.0%
Metropolitan Planning Organization	423,873	434,664	543,228	550,173	6,945	1.3%
Municipal Recreation Complex	1,916,446	5,051,856	4,987,328	7,843,879	2,856,551	57.3%
Parking Division	4,949,343	5,541,877	5,614,714	5,996,713	381,999	6.8%
Parks Division	10,296,945	13,918,361	14,970,467	15,613,553	643,086	4.3%
Complete Streets Division	12,433,004	18,806,207	11,464,535	11,896,032	431,497	3.8%
Transit	7,159,092	9,568,274	12,163,426	12,529,528	366,102	3.0%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	16,884,071	21,808,242	26,404,200	27,510,356	1,106,156	4.2%
Contractuals & Utilities	10,626,072	12,433,174	13,926,735	15,630,403	1,703,668	12.2%
Repairs & Maintenance	3,752,545	2,581,244	3,090,178	3,480,555	390,377	12.6%
Supplies	2,501,609	2,227,847	2,580,252	2,346,667	(233,585)	-9.1%
Insurance	1,022,145	2,315,341	2,021,615	2,166,614	144,999	7.2%
Other Operating Costs	8,345,983	9,130,926	5,745,144	5,629,004	(116,140)	-2.0%
Capital Purchases	965,019	5,091,534	4,307,464	4,136,032	(171,432)	-4.0%
Debt Service	1,130,383	1,162,381	3,721,981	4,479,000	757,019	20.3%
Transfers to Other Funds	4,859,323	10,030,792	2,239,035	5,731,532	3,492,497	156.0%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	20,562,355	28,985,909	24,207,503	29,596,796	5,389,293	22.3%
Resource Conservation	164,613	168,117	181,508	185,517	4,009	2.2%
City Drainage Fund	705,482	1,089,736	3,640,904	3,316,540	(324,364)	-8.9%
Impact Fees Fund	1,335,558	2,106,152	-	-	-	N/A
Transportation Grants	512,570	501,535	686,240	679,552	(6,688)	-1.0%
Community Development	(0)	1,117,260	-	-	-	N/A
Plaza Use Fund	51,166	43,914	133,300	35,500	(97,800)	-73.4%
Public Facilities Fund	123,267	145,696	-	-	-	N/A
Quality of Life	106,948	95,696	150,000	251,650	101,650	67.8%
Streets & Roadways	3,236,006	2,730,650	2,760,064	1,762,470	(997,594)	-36.1%
1/2% GRT Income Fund	2,886,672	4,798,712	3,017,160	4,403,702	1,386,542	46.0%
Railyard Properties	1,264,412	1,397,210	2,019,217	2,787,346	768,129	38.0%
Midtown Campus	5,201,918	4,784,087	4,618,252	4,773,939	155,687	3.4%
Municipal Recreation Complex	1,916,446	3,773,528	4,987,328	4,920,289	(67,039)	-1.3%
Parking	4,949,343	5,541,877	5,614,714	5,996,713	381,999	6.8%
Transit Bus System	7,070,396	9,501,404	12,020,414	12,400,149	379,735	3.2%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

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)

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
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

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

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
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
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

City of Santa Fe

200 Lincoln Avenue

Santa Fe, NM 87501

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-____

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ADOPTING THE CITY OF SANTA FE'S FISCAL YEAR 2026 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 City's Finance Committee; and

WHEREAS, the Finance Committee recommended approval of the budget attached to this resolution ("Budget"); and

WHEREAS, the Budget represents positive collaboration among departmental staff and elected officials; and

WHEREAS, the proposed Budget addresses the City's needs and goals for Fiscal Year 2026.

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 _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (May 2, 2025 16:37 MDT)

_____

ERIN K. MCSHERRY, CITY ATTORNEY

PROPOSED FISCAL YEAR 2026 BUDGET

ALL FUNDS SUMMARY

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Local/State-Shared Taxes:							
-Gross Receipts Tax	146,420,020	158,080,046	169,534,967	158,080,048	167,400,000	9,319,952	5.9%
-Property Tax	11,173,551	12,149,080	12,502,649	11,486,818	13,171,757	1,684,939	14.7%
-Franchise Fees	4,486,390	5,668,146	5,291,041	6,256,510	5,647,741	(608,769)	-9.7%
-Lodgers' Tax	17,084,539	19,948,448	16,229,165	17,040,001	18,000,001	960,000	5.6%
-Gasoline Tax	1,542,860	1,561,558	1,631,126	1,570,750	1,680,000	109,250	7.0%
-Other Taxes	596,767	1,206,662	1,304,150	1,193,360	1,308,468	115,108	9.6%
Subtotal - Taxes	*181,304,127*	*198,613,941*	*206,493,099*	*195,627,487*	*207,207,967*	*11,580,480*	*5.9%*
Licenses & Permits:							
-Business Licenses	776,982	912,765	758,008	515,150	816,300	301,150	58.5%
-Building/Zoning Permits	2,858,975	3,945,947	4,790,704	4,230,000	3,155,000	(1,075,000)	-25.4%
-Other Licenses & Permits	178,694	171,689	141,734	185,250	155,000	(30,250)	-16.3%
Subtotal - Licenses & Permits	*3,814,651*	*5,030,400*	*5,690,446*	*4,930,400*	*4,126,300*	*(804,100)*	*-16.3%*
Fees & Service Charges:							
-Airport Fees	1,981,412	2,051,120	2,156,373	3,832,630	5,002,630	1,170,000	30.5%
-Ambulance Fees	4,440,343	4,649,371	3,820,330	5,114,308	5,114,308	-	0.0%
-Civic Center Fees	255,299	629,296	416,855	85,000	583,000	498,000	585.9%
-Housing Fees	630,505	978,427	1,608,969	877,540	877,540	-	0.0%
-Impact Fees	1,852,919	2,574,677	4,286,993	3,173,000	3,827,254	654,254	20.6%
-Insurance Premiums	25,374,189	27,542,821	32,828,591	33,196,238	32,798,891	(397,347)	-1.2%
-Meals Fees	70,073	80,247	65,244	80,000	77,400	(2,600)	-3.3%
-Parking Fees	537,261	3,918,405	4,843,050	5,100,000	5,150,500	50,500	1.0%
-Planning/Land Use Fees	(3,833,563)	449,523	165,009	1,024,500	694,500	(330,000)	-32.2%
-Police/Court Fees	527,528	626,617	592,138	482,560	474,392	(8,168)	-1.7%
-Public Transportation Fees	227,527	229,089	238,753	235,500	235,500	-	0.0%
-Recreation Fees	1,442,011	2,204,704	3,096,693	3,764,782	3,357,349	(407,433)	-10.8%
-Solid Waste Fees	12,662,802	15,473,829	16,147,451	15,272,000	16,550,529	1,278,529	8.4%
-Wastewater Fees	13,517,697	18,476,058	15,159,569	13,820,031	13,993,545	173,514	1.3%
-Water Fees	32,735,503	35,764,431	43,710,877	36,268,591	37,727,253	1,458,662	4.0%
-Reimbursed Expenses	15,172,082	14,880,751	21,359,460	22,283,758	23,694,431	1,410,673	6.3%
-Other Fees/Services	3,931,504	755,503	3,587,030	3,906,348	3,918,896	12,548	0.3%
Subtotal - Fees & Services	*111,525,091*	*131,284,868*	*154,083,387*	*148,516,786*	*154,077,918*	*5,561,132*	*3.7%*
Fines & Forfeitures:							
-Parking Fines	2,550	533,465	460,469	555,000	525,000	(30,000)	-5.4%
-Violations Fines	5,536	16,271	74,680	11,858	16,653	4,795	40.4%
-Other Fines & Forfeitures	203,808	190,220	155,698	165,000	153,750	(11,250)	-6.8%
Subtotal - Fines & Forfeitures	*211,893*	*739,956*	*690,848*	*731,858*	*695,403*	*(36,455)*	*-5.0%*

[Continued next page]

PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
ALL FUNDS - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
[Revenues by Category - continued]							
Rents/Royalties/Concessions:							
-Airport Rentals	104,126	(5,599)	(112,796)	146,000	170,000	24,000	16.4%
-Equipment Rentals	21,214	34,269	25,553	40,000	27,000	(13,000)	-32.5%
-Parks & Recreation - Rentals	204,111	283,510	295,116	286,000	302,750	16,750	5.9%
-Other Rentals	2,419,599	2,435,262	3,018,972	4,654,096	3,753,635	(900,461)	-19.3%
Subtotal - Rents/Royalties	*2,749,051*	*2,747,441*	*3,226,844*	*5,126,096*	*4,253,385*	*(872,711)*	*-17.0%*
Miscellaneous Revenues:							
-Bond Proceeds	31,779	-	-	-	-	-	N/A
-Insurance Recoveries	47,952	6,971	96,659	-	100,000	100,000	N/A
-Sales Revenue	8,146	698,130	1,111,431	2,124,244	1,322,024	(802,220)	-37.8%
-Other Misc. Revenue	(1,529,707)	4,138,531	2,356,934	2,008,464	4,959,688	2,951,224	146.9%
Subtotal - Miscellaneous	*(1,441,830)*	*4,843,631*	*3,565,024*	*4,132,708*	*6,381,712*	*2,249,004*	*54.4%*
Intergovernmental Grants:							
-State Grants	3,816,913	4,675,031	15,414,898	7,276,119	5,479,143	(1,796,976)	-24.7%
-Federal Grants	15,307,228	4,216,318	11,074,869	15,481,244	4,312,383	(11,168,861)	-72.1%
-SF County Grants	1,027,015	(12,144)	70,487	50,126	244,698	194,572	388.2%
-Other Grants	-	10,000	20,000	-	-	-	N/A
Subtotal - Intergovernmental	*20,151,156*	*8,889,205*	*26,580,254*	*22,807,489*	*10,036,224*	*(12,771,265)*	*-56.0%*
Interest on Investments	(29,917)	1,880,058	12,713,489	7,618,566	15,313,783	7,695,217	101.0%
Transfers In	59,561,253	54,330,427	83,419,666	59,451,094	80,111,371	20,660,277	34.8%
TOTAL REVENUES	**377,845,474**	**408,359,928**	**496,463,057**	**448,942,484**	**482,204,063**	**33,261,579**	**7.4%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

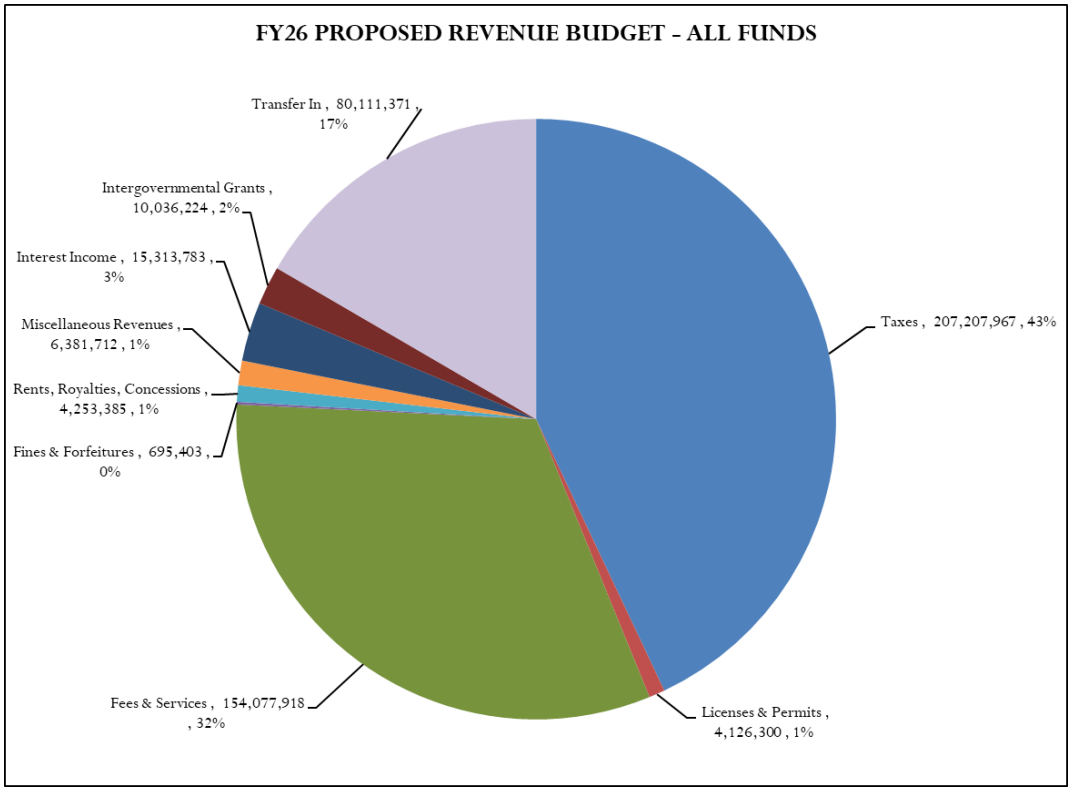
PROPOSED FISCAL YEAR 2026 BUDGET

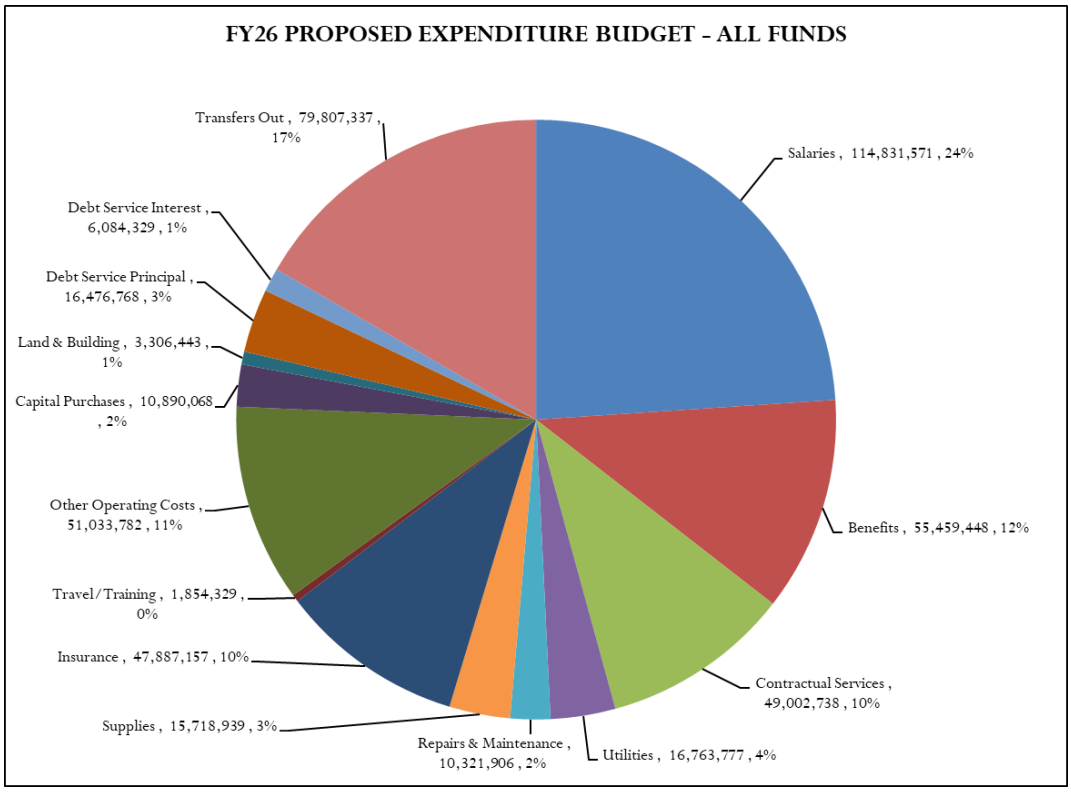
CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Personnel Services:							
-Salaries	73,156,794	87,006,557	94,099,634	101,296,613	114,831,571	13,534,958	13.4%
-Benefits	34,232,768	25,923,600	42,895,293	51,791,159	55,459,448	3,668,289	7.1%
Subtotal - Personnel Services	*107,389,562*	*112,930,157*	*136,994,926*	*153,087,772*	*170,291,019*	*17,203,247*	*11.2%*
Operating Expenses:							
-Contractual Services	23,642,275	33,117,885	41,814,454	55,615,276	49,002,738	(6,612,538)	-11.9%
-Utilities	12,690,196	14,259,390	14,607,707	15,068,425	16,763,777	1,695,352	11.3%
-Repairs & Maintenance	6,641,617	7,213,214	6,978,217	9,792,035	10,321,906	529,871	5.4%
-Supplies	12,665,234	12,229,321	12,434,704	15,642,134	15,718,939	76,805	0.5%
-Insurance	27,783,833	31,911,781	38,610,663	49,758,190	47,887,157	(1,871,033)	-3.8%
-Travel/Training	772,514	1,075,678	1,185,636	1,701,056	1,854,329	153,273	9.0%
-Other Operating Costs	22,416,137	54,112,499	63,364,187	48,032,145	51,033,782	3,001,637	6.2%
Subtotal - Operating Expenses	*106,611,806*	*153,919,768*	*178,995,568*	*195,609,261*	*192,582,628*	*(3,026,633)*	*-1.5%*
Capital Outlay:							
-Capital Purchases	2,649,326	159,528	12,239,228	7,440,718	10,890,068	3,449,350	46.4%
-Land & Building	1,808,119	960,535	20,074,903	4,314,078	3,306,443	(1,007,635)	-23.4%
Subtotal - Capital Outlay	*4,457,444*	*1,120,062*	*32,314,130*	*11,754,796*	*14,196,511*	*2,441,715*	*20.8%*
Debt Service:							
-Principal	12,611,880	8,250,699	9,879,168	13,891,352	16,476,768	2,585,416	18.6%
-Interest	6,750,772	8,179,800	7,412,736	6,581,930	6,084,329	(497,601)	-7.6%
-Other Debt Service	-	(970,457)	(825,913)	-	-	-	N/A
Subtotal - Debt Service	*19,362,652*	*15,460,042*	*16,465,992*	*20,473,282*	*22,561,097*	*2,087,815*	*10.2%*
Transfers Out	92,990,007	63,855,814	83,144,147	59,153,630	79,807,337	20,653,707	34.9%
TOTAL EXPENDITURES	**330,811,472**	**347,285,844**	**447,914,764**	**440,078,741**	**479,438,592**	**39,359,851**	**8.9%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2026 BUDGET





PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
ALL FUNDS - EXPENDITURES BY DEPARTMENT
FY 2021/22 THROUGH FY 2025/26

DEPARTMENT	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Affordable Housing	3,692,549	10,898,934	7,395,395	6,026,527	8,623,080	2,596,553	43.1%
Airport	10,602,235	3,123,353	6,344,339	4,658,342	5,381,897	723,555	15.5%
Arts & Culture	1,481,196	1,821,948	1,575,668	2,143,627	2,117,640	(25,987)	-1.2%
Community Engagement	2,654,977	2,468,480	2,796,069	3,156,696	3,227,614	70,918	2.2%
Community Services	20,948,201	25,811,343	33,840,445	40,457,829	40,308,146	(149,683)	-0.4%
Economic Development	2,617,444	4,102,716	5,993,515	3,751,268	5,361,592	1,610,324	42.9%
Emergency Management	713,070	430,590	542,307	665,058	948,098	283,040	42.6%
Finance	23,130,046	25,294,836	29,133,428	22,755,201	26,326,485	3,571,284	15.7%
Fire	25,389,154	25,639,372	30,823,543	30,022,424	35,903,389	5,880,965	19.6%
General Government	9,118,900	14,972,717	15,942,012	22,625,319	21,326,255	(1,299,064)	-5.7%
Human Resources	26,071,416	27,425,845	28,027,330	35,511,063	32,349,993	(3,161,070)	-8.9%
Info Tech & Telecom	12,127,210	11,430,812	18,613,884	14,755,125	15,019,557	264,432	1.8%
Metropolitan Redevelopment Agency	-	-	98,838	569,512	594,555	25,043	4.4%
Planning & Land Use	5,025,597	6,108,102	6,833,293	8,116,206	8,353,102	236,896	2.9%
Police	26,879,861	28,940,437	39,775,400	39,904,500	42,113,479	2,208,979	5.5%
Public Utilities	49,465,135	65,344,464	74,800,912	86,153,895	100,691,864	14,537,969	16.9%
Public Works	58,366,562	50,087,150	66,781,482	64,036,604	71,110,163	7,073,559	11.0%
Santa Fe Film Office	-	-	-	-	504,955	504,955	N/A
TOURISM Santa Fe	9,827,146	10,054,083	11,726,913	15,436,938	16,269,150	832,212	5.4%
*Non-Departmental**	*42,700,772*	*33,330,661*	*66,869,992*	*39,332,607*	*42,907,578*	3,574,971	9.1%
TOTAL EXPENDITURES	**330,811,472**	**347,285,844**	**447,914,764**	**440,078,741**	**479,438,592**	**39,359,851**	**8.9%**

**excludes Buckman Direct Diversion and SF Solid Waste Management Agency*

PROPOSED FISCAL YEAR 2026 BUDGET

GENERAL FUND SUMMARY

CITY OF SANTA FE
GENERAL FUND - REVENUES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

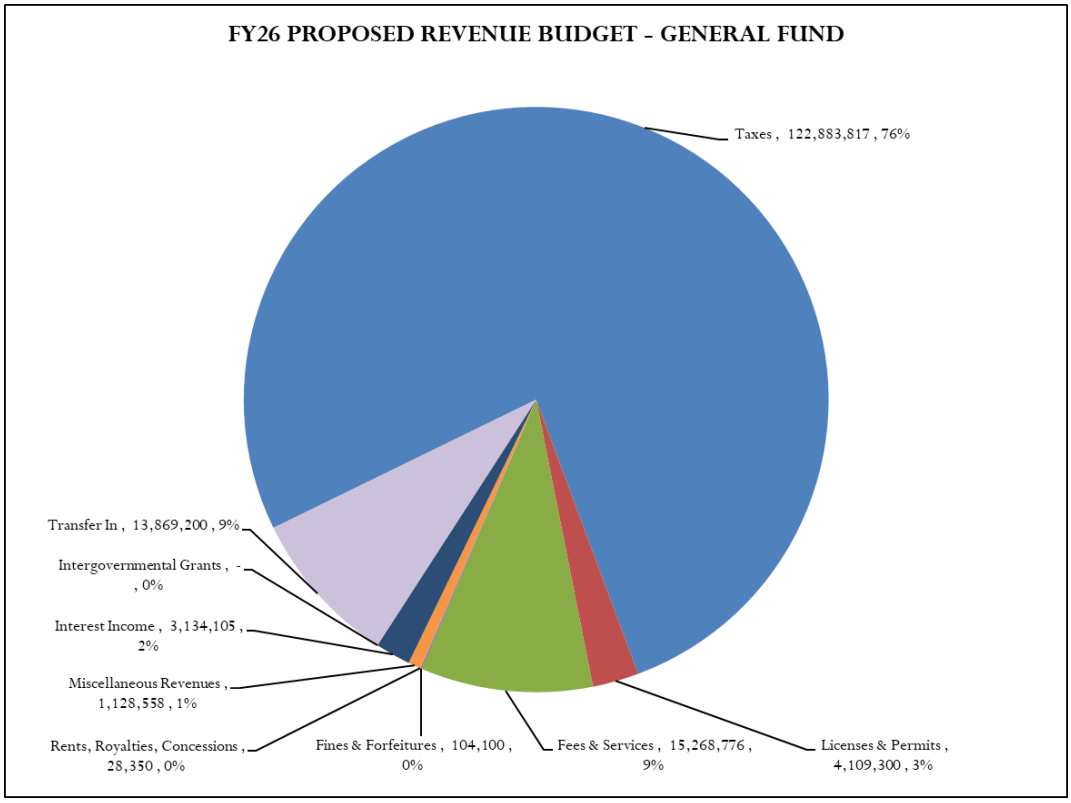
CATEGORY	ACTUAL REVENUE FY 2021/22	ACTUAL REVENUE FY 2022/23	ACTUAL REVENUE FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Local/State-Shared Taxes:							
-Gross Receipts Tax	93,241,717	98,962,863	106,133,722	98,962,863	104,797,172	5,834,309	5.9%
-Property Tax	8,642,543	9,516,085	10,270,979	9,516,085	11,197,436	1,681,351	17.7%
-Franchise Fees	4,419,911	5,607,490	5,236,545	6,190,910	5,580,741	(610,169)	-9.9%
-Other Taxes	596,767	1,206,662	1,304,150	1,193,360	1,308,468	115,108	9.6%
Subtotal - Taxes	*106,900,938*	*115,293,100*	*122,945,396*	*115,863,218*	*122,883,817*	*7,020,599*	*6.1%*
Licenses & Permits:							
-Business Licenses	776,982	912,765	758,008	515,150	816,300	301,150	58.5%
-Building/Zoning Permits	2,858,975	3,945,937	4,790,704	4,230,000	3,155,000	(1,075,000)	-25.4%
-Other Licenses & Permits	170,089	164,389	133,984	176,750	138,000	(38,750)	-21.9%
Subtotal - Licenses & Permits	*3,806,046*	*5,023,090*	*5,682,696*	*4,921,900*	*4,109,300*	*(812,600)*	*-16.5%*
Fees & Service Charges:							
-Ambulance Fees	4,440,343	4,649,371	3,820,330	5,114,308	5,114,308	-	0.0%
-Impact Fees	2,940	2,800	-	3,000	3,000	-	0.0%
-Planning/Land Use Fees	(3,833,563)	299,523	315,009	1,024,500	694,500	(330,000)	-32.2%
-Police/Court Fees	36,341	32,531	24,098	42,500	30,989	(11,511)	-27.1%
-Recreation Fees	188,012	296,206	329,153	274,900	315,350	40,450	14.7%
-Reimbursed Expenses	5,369,889	5,427,430	6,761,864	6,443,322	8,807,129	2,363,807	36.7%
-Other Fees/Services	43,066	80,058	82,722	319,250	303,500	(15,750)	-4.9%
Subtotal - Fees & Services	*6,247,027*	*10,787,919*	*11,333,176*	*13,221,780*	*15,268,776*	*2,046,996*	*15.5%*
Fines & Forfeitures:							
-Violations Fines	2,430	9,413	494	5,000	500	(4,500)	-90.0%
-Other Fines & Forfeitures	142,998	137,443	98,942	107,000	103,600	(3,400)	-3.2%
Subtotal - Fines & Forfeitures	*145,428*	*146,856*	*99,436*	*112,000*	*104,100*	*(7,900)*	*-7.1%*
Rents/Royalties/Concessions:							
-Parks & Recreation - Rentals	17,655	24,263	17,310	14,000	19,750	5,750	41.1%
-Other Rentals	8,607	803	8,581	4,450	8,600	4,150	93.3%
Subtotal - Rents/Royalties	*26,262*	*25,066*	*25,890*	*18,450*	*28,350*	*9,900*	*53.7%*
Miscellaneous Revenues:							
-Sales Revenue	-	72,308	85,808	1,000,000	1,000,000	-	0.0%
-Other Misc. Revenue	(2,703,436)	(1,821,191)	(578,593)	107,750	128,558	20,808	19.3%
Subtotal - Miscellaneous	*(2,703,436)*	*(1,748,883)*	*(492,785)*	*1,107,750*	*1,128,558*	*20,808*	*1.9%*
Intergovernmental Grants:							
-State Grants	46,242	-	-	-	-	-	N/A
-SF County Grants	2,015	-	-	-	-	-	N/A
Subtotal - Intergovernmental	*48,257*	-	-	-	-	-	*N/A*
Interest on Investments	-	1,517,465	697,729	1,174,851	3,134,105	1,959,254	166.8%
Transfers In	4,053,300	3,104,936	3,545,419	1,837,019	13,869,200	12,032,181	655.0%
TOTAL REVENUES	**118,523,821**	**134,149,549**	**143,836,957**	**138,256,968**	**160,526,206**	**22,269,238**	**16.1%**

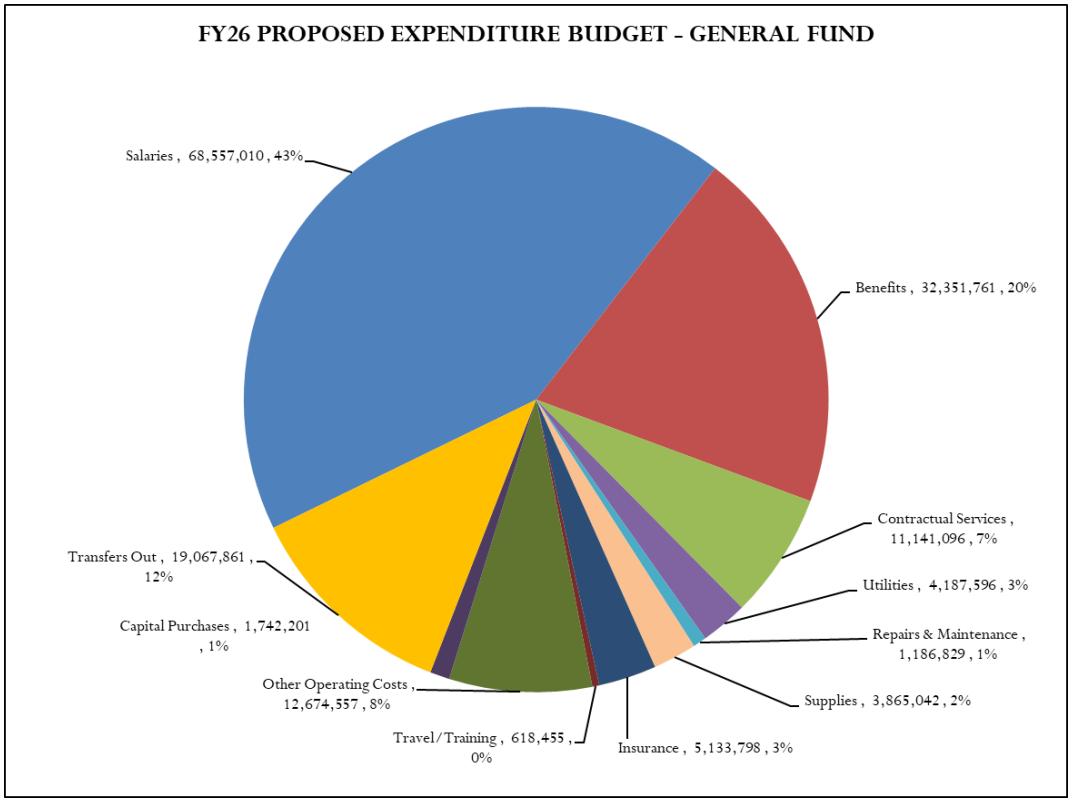
PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
GENERAL FUND - EXPENDITURES BY CATEGORY
FY 2021/22 THROUGH FY 2025/26

CATEGORY	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Personnel Services:							
-Salaries	44,838,692	53,481,064	57,605,727	60,333,178	68,557,010	8,223,832	13.6%
-Benefits	20,580,939	25,151,714	27,733,949	30,050,165	32,351,761	2,301,596	7.7%
Subtotal - Personnel Services	*65,419,631*	*78,632,778*	*85,339,676*	*90,383,343*	*100,908,771*	*10,525,428*	*11.6%*
Operating Expenses:							
-Contractual Services	7,087,236	8,683,766	10,093,712	13,712,327	11,141,096	(2,571,231)	-18.8%
-Utilities	3,778,199	3,878,621	4,221,509	2,998,897	4,187,596	1,188,699	39.6%
-Repairs & Maintenance	687,235	1,370,827	994,212	787,291	1,186,829	399,538	50.7%
-Supplies	4,102,292	3,400,538	3,818,559	3,854,014	3,865,042	11,028	0.3%
-Insurance	2,698,906	1,780,229	4,616,911	5,480,858	5,133,798	(347,060)	-6.3%
-Travel/Training	232,392	357,977	422,239	638,812	618,455	(20,357)	-3.2%
-Other Operating Costs	7,235,442	9,329,024	13,632,507	14,506,835	12,674,557	(1,832,278)	-12.6%
Subtotal - Operating Expenses	*25,821,701*	*28,800,982*	*37,799,649*	*41,979,034*	*38,807,373*	*(3,171,661)*	*-7.6%*
Capital Outlay:							
-Capital Purchases	799,957	17,164	4,558,722	868,624	1,522,201	653,577	75.2%
-Land & Building	256,253	228,659	129,987	528,292	220,000	(308,292)	-58.4%
Subtotal - Capital Outlay	*1,056,210*	*245,823*	*4,688,709*	*1,396,916*	*1,742,201*	*345,285*	*24.7%*
Transfers Out	24,318,313	11,627,855	12,741,913	5,776,125	19,067,861	13,291,736	230.1%
TOTAL EXPENDITURES	**116,615,856**	**119,307,438**	**140,569,947**	**139,535,418**	**160,526,206**	**20,990,788**	**15.0%**

PROPOSED FISCAL YEAR 2026 BUDGET





PROPOSED FISCAL YEAR 2026 BUDGET

CITY OF SANTA FE
GENERAL FUND EXPENDITURES BY DEPARTMENT
FY 2021/22 THROUGH FY 2025/26

DEPARTMENT	ACTUAL EXPENSES FY 2021/22	ACTUAL EXPENSES FY 2022/23	ACTUAL EXPENSES FY 2023/24	FY 2024/25 ORIGINAL BUDGET	PROPOSED BUDGET FY 2025/26	AMOUNT CHANGE 24/25-25/26	PERCENT CHANGE 24/25-25/26
Affordable Housing	704,869	3,905,201	1,599,350	1,726,982	3,841,977	2,114,995	122.5%
Community Engagement	2,529,577	2,400,406	2,644,069	3,091,096	3,227,614	136,518	4.4%
Community Services	9,081,041	11,755,168	13,786,916	14,128,420	19,876,868	5,748,448	40.7%
Economic Development	1,028,192	2,295,710	2,796,895	901,531	2,848,991	1,947,460	216.0%
Emergency Management	175,794	167,156	189,176	212,956	335,924	122,968	57.7%
Finance	5,638,741	6,959,811	8,776,466	9,865,327	8,751,208	(1,114,119)	-11.3%
Fire	24,528,796	25,216,546	29,437,443	28,838,817	34,740,216	5,901,399	20.5%
General Government	5,287,699	5,557,789	6,696,573	8,265,997	8,282,323	16,326	0.2%
Human Resources	4,911,627	6,432,314	4,087,127	4,956,356	2,595,897	(2,360,459)	-47.6%
Planning & Land Use	5,025,597	6,038,513	6,767,088	8,018,508	8,263,413	244,905	3.1%
Police	24,494,737	26,759,108	34,491,909	35,321,925	36,813,085	1,491,160	4.2%
Public Works	33,209,186	20,562,355	28,985,909	24,207,503	29,596,796	5,389,293	22.3%
Non-Departmental	-	*1,257,362*	*311,026*	-	*1,351,894*	1,351,894	N/A
TOTAL GENERAL FUND	**116,615,856**	**119,307,438**	**140,569,947**	**139,535,418**	**160,526,206**	**20,990,788**	**15.0%**

CITY OF SANTA FE
AFFORDABLE HOUSING DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	496,565	473,696	594,831	581,820	(13,011)	-2.2%
Contractuals & Utilities	7,292,842	5,427,667	4,608,166	4,966,210	358,044	7.8%
Supplies	25,557	625	3,050	900	(2,150)	-70.5%
Insurance	3,565	14,834	17,687	16,512	(1,175)	-6.6%
Other Operating Costs	51,456	61,881	49,472	57,638	8,166	16.5%
Capital Purchases	-	723,854	-	-	-	N/A
Transfers to Other Funds	3,028,950	692,837	753,321	3,000,000	2,246,679	298.2%
TOTAL AFFORDABLE HOUSING	**10,898,934**	**7,395,395**	**6,026,527**	**8,623,080**	**2,596,553**	**43.1%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	3,905,201	1,599,350	1,726,982	3,841,977	2,114,995	122.5%
Community Development	6,993,734	5,796,044	4,299,545	4,781,103	481,558	11.2%
TOTAL AFFORDABLE HOUSING	**10,898,934**	**7,395,395**	**6,026,527**	**8,623,080**	**2,596,553**	**43.1%**

CITY OF SANTA FE
AIRPORT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	699,042	2,614,327	2,657,974	3,772,121	1,114,147	41.9%
Contractuals & Utilities	509,983	1,064,107	180,000	153,700	(26,300)	-14.6%
Repairs & Maintenance	88,148	215,757	181,500	206,000	24,500	13.5%
Supplies	121,924	272,939	598,250	326,000	(272,250)	-45.5%
Insurance	44,830	83,447	139,942	153,021	13,079	9.3%
Other Operating Costs	1,625,230	2,013,693	715,042	701,055	(13,987)	-2.0%
Capital Purchases	23,595	80,069	165,000	70,000	(95,000)	-57.6%
Transfers to Other Funds	10,602	-	20,634	-	(20,634)	-100.0%
TOTAL AIRPORT	**3,123,353**	**6,344,339**	**4,658,342**	**5,381,897**	**723,555**	**15.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Airport Fund	3,123,353	6,344,339	4,658,342	5,381,897	723,555	15.5%
TOTAL AIRPORT	**3,123,353**	**6,344,339**	**4,658,342**	**5,381,897**	**723,555**	**15.5%**

CITY OF SANTA FE
ARTS & CULTURE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	331,760	371,866	537,418	687,658	150,240	28.0%
Contractuals & Utilities	486,369	236,077	479,242	91,000	(388,242)	-81.0%
Repairs & Maintenance	2,973	1,569	4,000	4,000	-	0.0%
Supplies	5,481	12,632	24,550	28,800	4,250	17.3%
Insurance	11,933	20,375	23,836	26,457	2,621	11.0%
Other Operating Costs	620,641	776,201	918,045	1,153,023	234,978	25.6%
Transfers to Other Funds	362,792	156,948	156,536	126,702	(29,834)	-19.1%
TOTAL ARTS & CULTURE	**1,821,948**	**1,575,668**	**2,143,627**	**2,117,640**	**(25,987)**	**-1.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Lodgers' Tax Fund	1,761,463	1,534,296	1,987,091	1,990,938	3,847	0.2%
Santa Fe Convention Center	60,485	41,372	156,536	126,702	(29,834)	-19.1%
TOTAL ARTS & CULTURE	**1,821,948**	**1,575,668**	**2,143,627**	**2,117,640**	**(25,987)**	**-1.2%**

CITY OF SANTA FE
COMMUNITY ENGAGEMENT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
City Clerk	1,118,875	1,307,582	1,267,816	1,619,430	351,614	27.7%
Constituent Services	1,349,604	1,488,487	1,888,880	1,608,184	(280,696)	-14.9%
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	1,647,391	1,640,182	1,966,464	2,235,713	269,249	13.7%
Contractuals & Utilities	384,740	312,521	400,385	432,965	32,580	8.1%
Repairs & Maintenance	6,142	3,813	11,273	5,000	(6,273)	-55.6%
Supplies	94,383	175,563	247,646	162,296	(85,350)	-34.5%
Insurance	28,052	66,885	75,781	71,078	(4,703)	-6.2%
Other Operating Costs	231,150	424,452	389,547	320,562	(68,985)	-17.7%
Capital Purchases	8,548	110,651	-	-	-	N/A
Transfers to Other Funds	68,074	62,000	65,600	-	(65,600)	-100.0%
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	2,400,406	2,644,069	3,091,096	3,227,614	136,518	4.4%
Franchise Fee Fund	68,074	62,000	65,600	-	(65,600)	-100.0%
Public Campaign Financing	-	90,000	-	-	-	N/A
TOTAL COMMUNITY ENGAGEMENT	**2,468,480**	**2,796,069**	**3,156,696**	**3,227,614**	**70,918**	**2.2%**

CITY OF SANTA FE
COMMUNITY SERVICES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Community Services Administration	1,542,991	1,493,950	1,495,874	1,468,544	(27,330)	-1.8%
Library	5,293,793	5,588,268	6,233,482	6,361,349	127,867	2.1%
Recreation	7,993,575	12,294,268	10,044,530	13,172,769	3,128,239	31.1%
Senior Services	7,225,097	6,615,371	9,040,827	9,353,907	313,080	3.5%
Youth & Family	3,755,887	7,848,588	13,643,116	9,951,577	(3,691,539)	-27.1%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	11,065,845	12,457,056	14,806,397	16,980,050	2,173,653	14.7%
Contractuals & Utilities	4,680,853	8,798,076	14,949,648	7,930,929	(7,018,719)	-46.9%
Repairs & Maintenance	187,402	216,476	211,862	179,932	(31,930)	-15.1%
Supplies	1,990,870	2,001,022	1,982,944	1,994,650	11,706	0.6%
Insurance	433,975	878,434	805,468	739,169	(66,299)	-8.2%
Other Operating Costs	2,383,279	2,786,308	2,478,226	2,354,510	(123,716)	-5.0%
Capital Purchases	32,960	624,376	300,508	167,011	(133,497)	-44.4%
Transfers to Other Funds	5,036,159	6,078,697	4,922,776	9,961,895	5,039,119	102.4%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	11,755,168	13,786,916	14,128,420	19,876,868	5,748,448	40.7%
Law Enforcement	39,921	58,616	316,342	316,342	-	0.0%
Community Development	1,232,333	5,915,160	10,790,970	4,092,117	(6,698,853)	-62.1%
Senior Citizen Grants/Programs	4,401,419	4,207,798	4,876,635	5,104,743	228,108	4.7%
Library	1,146,859	1,158,908	1,171,315	1,203,977	32,662	2.8%
Quality of Life	60,203	54,998	186,110	163,770	(22,340)	-12.0%
Recreation Programs	2,542,852	3,350,247	4,511,833	4,683,100	171,267	3.8%
Special Recreation Leagues	5,393	4,548	5,526	5,800	274	5.0%
Genoveva Chavez Community Ctr.	4,627,196	5,303,254	4,470,678	4,861,429	390,751	8.7%
TOTAL COMMUNITY SERVICES	**25,811,343**	**33,840,445**	**40,457,829**	**40,308,146**	**(149,683)**	**-0.4%**

CITY OF SANTA FE
ECONOMIC DEVELOPMENT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	1,188,311	1,298,432	1,178,869	1,490,283	311,414	26.4%
Contractuals & Utilities	1,243,111	2,412,327	2,053,125	1,341,204	(711,921)	-34.7%
Supplies	23,296	42,119	8,050	50,050	42,000	521.7%
Insurance	15,360	35,864	32,336	46,231	13,895	43.0%
Other Operating Costs	257,540	434,772	478,888	552,338	73,450	15.3%
Debt Service	20,160	-	-	-	-	N/A
Transfers to Other Funds	1,354,939	1,770,000	-	1,881,486	1,881,486	N/A
TOTAL ECONOMIC DEVELOPMENT	**4,102,716**	**5,993,515**	**3,751,268**	**5,361,592**	**1,610,324**	**42.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	2,295,710	2,796,895	901,531	2,848,991	1,947,460	216.0%
Economic Development	1,807,006	2,551,568	2,849,737	2,412,107	(437,630)	-15.4%
Community Development	-	645,052	-	100,494	100,494	N/A
TOTAL ECONOMIC DEVELOPMENT	**4,102,716**	**5,993,515**	**3,751,268**	**5,361,592**	**1,610,324**	**42.9%**

CITY OF SANTA FE
EMERGENCY MANAGEMENT DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	216,948	229,189	236,115	273,538	37,423	15.8%
Contractuals & Utilities	3,166	98,352	103,259	243,021	139,762	135.4%
Repairs & Maintenance	6,465	-	250	250	-	0.0%
Supplies	49,521	103,340	135,160	217,351	82,191	60.8%
Insurance	3,375	7,327	8,071	6,604	(1,467)	-18.2%
Other Operating Costs	151,114	75,253	72,834	131,176	58,342	80.1%
Capital Purchases	-	28,845	109,369	76,158	(33,211)	-30.4%
TOTAL EMERGENCY MANAGEMENT	**430,590**	**542,307**	**665,058**	**948,098**	**283,040**	**42.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	167,156	189,176	212,956	335,924	122,968	57.7%
Emergency Services	225,394	258,037	452,102	612,174	160,072	35.4%
Community Development	38,040	95,094	-	-	-	N/A
TOTAL EMERGENCY MANAGEMENT	**430,590**	**542,307**	**665,058**	**948,098**	**283,040**	**42.6%**

CITY OF SANTA FE
FINANCE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Finance Administration	1,075,282	1,295,439	1,387,745	1,601,441	213,696	15.4%
Accounting	4,308,914	5,383,862	4,971,097	3,097,808	(1,873,289)	-37.7%
Budget	17,015,918	18,200,890	11,549,629	16,387,733	4,838,104	41.9%
Fleet Management	1,478,451	1,529,059	1,642,310	1,758,213	115,903	7.1%
Purchasing	698,493	1,639,225	1,028,261	1,031,152	2,891	0.3%
Treasury	717,778	1,084,953	2,176,159	2,450,138	273,979	12.6%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,425,344	4,840,314	6,016,684	6,960,781	944,097	15.7%
Contractuals & Utilities	2,683,095	4,124,143	4,250,000	2,482,700	(1,767,300)	-41.6%
Repairs & Maintenance	212,942	163,798	282,546	250,000	(32,546)	-11.5%
Supplies	489,646	550,829	553,389	574,200	20,811	3.8%
Insurance	69,966	153,994	221,956	197,212	(24,744)	-11.1%
Other Operating Costs	604,249	763,676	596,697	574,603	(22,094)	-3.7%
Capital Purchases	16,909	12,292	93,292	20,000	(73,292)	-78.6%
Transfers to Other Funds	16,792,685	18,524,383	10,740,637	15,266,989	4,526,352	42.1%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,959,811	8,776,466	9,865,327	8,751,208	(1,114,119)	-11.3%
Capital Equipment Reserve	68,897	803,570	-	-	-	N/A
Lodgers' Tax Fund	29,639	93,455	332,933	352,734	19,801	5.9%
Community Development	6,372	-	-	-	-	N/A
Special Projects	-	16,464	-	-	-	N/A
1/2% GRT Income Fund	16,751,667	17,914,415	10,914,631	15,464,330	4,549,699	41.7%
Services to Other Depts	1,478,451	1,529,059	1,642,310	1,758,213	115,903	7.1%
TOTAL FINANCE DEPARTMENT	**25,294,836**	**29,133,428**	**22,755,201**	**26,326,485**	**3,571,284**	**15.7%**

CITY OF SANTA FE
FIRE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Fire Administration	3,545,496	4,003,767	3,547,652	3,483,855	(63,797)	-1.8%
Fire Operations	17,407,036	20,593,763	20,344,212	25,541,866	5,197,654	25.5%
Support Services	4,686,840	6,226,012	6,130,560	6,877,668	747,108	12.2%
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	21,973,230	25,028,156	23,583,934	29,464,690	5,880,756	24.9%
Contractuals & Utilities	671,728	524,845	772,893	768,885	(4,008)	-0.5%
Repairs & Maintenance	133,034	140,854	207,444	127,674	(79,770)	-38.5%
Supplies	1,515,216	1,812,582	1,458,734	1,655,951	197,217	13.5%
Insurance	288,150	710,451	876,512	776,875	(99,637)	-11.4%
Other Operating Costs	934,854	1,292,611	2,171,214	2,116,782	(54,432)	-2.5%
Capital Purchases	(0)	1,101,042	828,532	992,532	164,000	19.8%
Debt Service	-	89,839	-	-	-	N/A
Transfers to Other Funds	123,161	123,163	123,161	-	(123,161)	-100.0%
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	25,216,546	29,437,443	28,838,817	34,740,216	5,901,399	20.5%
Emergency Services	422,791	1,386,100	1,183,607	1,163,173	(20,434)	-1.7%
Fire Environmental Service	35	-	-	-	-	N/A
TOTAL FIRE DEPARTMENT	**25,639,372**	**30,823,543**	**30,022,424**	**35,903,389**	**5,880,965**	**19.6%**

CITY OF SANTA FE
GENERAL GOVERNMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Mayor's Office	385,072	668,199	609,913	667,169	57,256	9.4%
City Council	481,970	521,385	1,134,000	747,867	(386,133)	-34.1%
City Manager	505,247	701,546	1,232,091	1,252,836	20,745	1.7%
City Attorney	2,498,508	2,939,449	2,967,068	3,147,697	180,629	6.1%
Internal Audit	8,506	837	150,000	150,000	-	0.0%
Municipal Court	1,769,529	1,964,734	2,266,465	2,377,354	110,889	4.9%
Risk Management	6,952,134	7,196,538	9,693,855	8,684,414	(1,009,441)	-10.4%
Safety	2,371,750	1,949,324	4,571,927	4,298,918	(273,009)	-6.0%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,513,765	5,502,506	6,534,524	6,556,468	21,944	0.3%
Contractuals & Utilities	881,968	1,042,516	1,695,122	1,379,327	(315,795)	-18.6%
Repairs & Maintenance	(5,898)	4,415	-	6,775	6,775	N/A
Supplies	233,176	213,169	387,910	422,928	35,018	9.0%
Insurance	8,560,537	8,118,866	12,727,331	11,642,810	(1,084,521)	-8.5%
Other Operating Costs	717,261	974,726	1,223,312	1,186,947	(36,365)	-3.0%
Capital Purchases	9,408	23,315	55,000	131,000	76,000	138.2%
Transfers to Other Funds	62,500	62,500	2,120	-	(2,120)	-100.0%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	5,557,789	6,696,573	8,265,997	8,282,323	16,326	0.2%
Law Enforcement	91,044	99,577	93,540	60,600	(32,940)	-35.2%
Risk Management	7,445,804	7,784,261	10,901,788	9,514,876	(1,386,912)	-12.7%
Workers' Compensation	1,878,080	1,361,601	3,363,994	3,468,456	104,462	3.1%
TOTAL GENERAL GOVERNMENT	**14,972,717**	**15,942,012**	**22,625,319**	**21,326,255**	**(1,299,064)**	**-5.7%**

CITY OF SANTA FE
HUMAN RESOURCES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	4,343,321	3,505,379	4,191,169	2,042,177	(2,148,992)	-51.3%
Contractuals & Utilities	1,137,858	1,396,034	1,957,640	1,442,277	(515,363)	-26.3%
Supplies	52,956	32,950	59,200	115,320	56,120	94.8%
Insurance	19,966,763	22,670,557	28,866,124	28,297,999	(568,125)	-2.0%
Other Operating Costs	247,074	347,409	361,930	377,220	15,290	4.2%
Transfers to Other Funds	1,677,872	75,000	75,000	75,000	-	0.0%
TOTAL HUMAN RESOURCES	**27,425,845**	**28,027,330**	**35,511,063**	**32,349,993**	**(3,161,070)**	**-8.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,432,314	4,087,127	4,956,356	2,595,897	(2,360,459)	-47.6%
Special Projects	-	26,862	-	-	-	N/A
Santa Fe Health/Dental	20,953,983	23,834,738	30,414,707	29,678,552	(736,155)	-2.4%
Unemployment Claims	39,548	78,602	140,000	75,544	(64,456)	-46.0%
TOTAL HUMAN RESOURCES	**27,425,845**	**28,027,330**	**35,511,063**	**32,349,993**	**(3,161,070)**	**-8.9%**

CITY OF SANTA FE
INFORMATION TECHNOLOGY & TELECOMMUNICATIONS - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
ITT Administration	1,648,861	5,208,743	1,438,262	2,466,666	1,028,404	71.5%
End User Services	789,607	870,468	877,817	995,253	117,436	13.4%
Enterprise Application Services	2,127,223	2,254,979	3,294,093	2,752,479	(541,614)	-16.4%
Enterprise Project Management	2,170,656	5,413,378	1,598,326	1,688,210	89,884	5.6%
Infrastructure Services	4,694,466	4,866,317	7,546,627	7,116,949	(429,678)	-5.7%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	3,140,322	5,438,875	5,077,327	5,754,695	677,368	13.3%
Contractuals & Utilities	1,879,490	4,026,467	2,515,802	2,395,326	(120,476)	-4.8%
Repairs & Maintenance	137,916	97,865	730,807	171,000	(559,807)	-76.6%
Supplies	1,069,599	1,246,244	2,640,688	1,943,221	(697,467)	-26.4%
Insurance	58,280	97,986	199,165	154,947	(44,218)	-22.2%
Other Operating Costs	2,973,931	3,061,424	2,846,209	2,744,100	(102,109)	-3.6%
Capital Purchases	-	427,312	622,715	498,715	(124,000)	-19.9%
Debt Service	13,251	967,711	-	-	-	N/A
Transfers to Other Funds	2,158,022	3,250,000	122,412	1,357,553	1,235,141	1009.0%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Special Projects	-	3,107,645	-	-	-	N/A
1/2% GRT Income Fund	2,204,755	3,652,744	560,000	1,598,753	1,038,753	185.5%
Services to Other Depts	9,226,057	11,853,495	14,195,125	13,420,804	(774,321)	-5.5%
TOTAL INFO. TECH. & TELECOMM.	**11,430,812**	**18,613,884**	**14,755,125**	**15,019,557**	**264,432**	**1.8%**

CITY OF SANTA FE
METROPOLITAN REDEVELOPMENT AGENCY - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	-	95,505	279,353	304,396	25,043	9.0%
Contractuals & Utilities	-	-	271,326	271,326	-	0.0%
Supplies	-	2,755	2,500	2,500	-	0.0%
Other Operating Costs	-	578	16,333	16,333	-	0.0%
TOTAL METRO. REDEV. AGENCY	**-**	**98,838**	**569,512**	**594,555**	**25,043**	**4.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Economic Development	-	98,838	569,512	594,555	25,043	4.4%
TOTAL METRO. REDEV. AGENCY	**-**	**98,838**	**569,512**	**594,555**	**25,043**	**4.4%**

CITY OF SANTA FE
PLANNING & LAND USE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Land Use Administration	1,914,739	2,367,400	3,035,301	2,795,125	(240,176)	-7.9%
Building Permit Division	733,490	761,270	951,378	918,364	(33,014)	-3.5%
Enforcement Division	-	-	11,120	11,120	-	0.0%
Historic Preservation	480,720	512,549	586,301	596,405	10,104	1.7%
Inspections Division	1,718,363	1,887,809	2,026,298	2,191,763	165,465	8.2%
Planning Division	677,673	789,780	684,837	1,106,288	421,451	61.5%
Technical Review	583,117	514,484	820,971	734,037	(86,934)	-10.6%
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	5,000,577	5,286,648	5,763,971	6,357,205	593,234	10.3%
Contractuals & Utilities	381,167	462,952	1,263,431	755,380	(508,051)	-40.2%
Repairs & Maintenance	315	-	3,374	2,549	(825)	-24.5%
Supplies	74,156	76,239	54,156	107,770	53,614	99.0%
Insurance	89,008	216,514	254,816	235,669	(19,147)	-7.5%
Other Operating Costs	562,879	790,940	776,235	659,529	(116,706)	-15.0%
Capital Purchases	-	-	-	235,000	235,000	N/A
Transfers to Other Funds	-	-	223	-	(223)	-100.0%
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	6,038,513	6,767,088	8,018,508	8,263,413	244,905	3.1%
Impact Fees Fund	50,066	52,555	97,698	89,689	(8,009)	-8.2%
Historic Preservation	19,523	13,650	-	-	-	N/A
TOTAL PLANNING & LAND USE	**6,108,102**	**6,833,293**	**8,116,206**	**8,353,102**	**236,896**	**2.9%**

CITY OF SANTA FE
POLICE DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Police Administration	9,341,699	16,998,485	17,304,122	16,292,637	(1,011,485)	-5.8%
Police Operations	19,598,738	22,776,915	22,600,378	25,820,842	3,220,464	14.2%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	22,620,685	25,612,137	26,482,064	29,652,902	3,170,838	12.0%
Contractuals & Utilities	980,675	963,171	1,522,020	1,652,589	130,569	8.6%
Repairs & Maintenance	57,915	136,043	217,489	199,571	(17,918)	-8.2%
Supplies	945,526	948,770	1,348,159	1,048,408	(299,751)	-22.2%
Insurance	474,388	1,166,076	1,994,332	1,804,304	(190,028)	-9.5%
Other Operating Costs	3,861,248	6,220,180	7,097,520	6,232,342	(865,178)	-12.2%
Capital Purchases	-	4,729,022	1,242,916	1,523,363	280,447	22.6%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	26,759,108	34,491,909	35,321,925	36,813,085	1,491,160	4.2%
Animal Services	1,114	64,883	28,050	4,705	(23,345)	-83.2%
Law Enforcement	2,180,216	5,218,608	4,554,525	5,295,689	741,164	16.3%
TOTAL POLICE DEPARTMENT	**28,940,437**	**39,775,400**	**39,904,500**	**42,113,479**	**2,208,979**	**5.5%**

CITY OF SANTA FE
PUBLIC UTILITIES DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Public Utilities Administration	3,164,904	3,439,284	2,532,715	4,093,704	1,560,989	61.6%
Environmental Services	13,650,749	16,396,144	21,322,983	24,771,157	3,448,174	16.2%
Utility Customer Service	4,717,819	5,209,828	7,822,810	9,386,993	1,564,183	20.0%
Wastewater Management	12,658,983	15,020,899	18,998,947	22,709,242	3,710,295	19.5%
Water Operations	31,152,010	34,734,757	35,476,440	39,730,768	4,254,328	12.0%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	11,691,098	18,419,827	22,853,414	25,224,532	2,371,118	10.4%
Contractuals & Utilities	12,226,176	11,803,762	17,837,607	21,543,173	3,705,566	20.8%
Repairs & Maintenance	2,522,266	3,275,335	4,673,812	5,502,600	828,788	17.7%
Supplies	2,788,594	2,494,884	3,344,946	4,476,977	1,132,031	33.8%
Insurance	786,578	1,915,740	1,321,677	1,387,124	65,447	5.0%
Other Operating Costs	24,342,594	26,688,716	17,468,046	19,075,526	1,607,480	9.2%
Capital Purchases	7,386	(16,076)	2,885,000	4,996,700	2,111,700	73.2%
Debt Service	2,479,863	2,541,386	5,557,329	5,584,253	26,924	0.5%
Transfers to Other Funds	8,499,910	7,677,338	10,212,064	12,900,979	2,688,915	26.3%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Resource Conservation	1,052,408	957,664	1,528,544	1,551,263	22,719	1.5%
Community Development	32,260	21,411	12,000	-	(12,000)	-100.0%
Waste Water Management	12,658,983	15,020,899	18,998,947	22,709,242	3,710,295	19.5%
Water Management	31,152,010	34,734,757	35,476,440	39,730,768	4,254,328	12.0%
Environmental Services	13,498,888	16,369,733	20,810,983	24,271,157	3,460,174	16.6%
Utilities Administration	6,949,915	7,696,448	9,326,981	12,429,434	3,102,453	33.3%
TOTAL PUBLIC UTILITIES	**65,344,464**	**74,800,912**	**86,153,895**	**100,691,864**	**14,537,969**	**16.9%**

CITY OF SANTA FE
PUBLIC WORKS DEPARTMENT - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Public Works Administration	884,396	1,200,030	1,023,710	1,425,488	401,778	39.2%
Facilities Maintenance	12,024,051	12,260,213	13,269,196	15,254,797	1,985,601	15.0%
Metropolitan Planning Organization	423,873	434,664	543,228	550,173	6,945	1.3%
Municipal Recreation Complex	1,916,446	5,051,856	4,987,328	7,843,879	2,856,551	57.3%
Parking Division	4,949,343	5,541,877	5,614,714	5,996,713	381,999	6.8%
Parks Division	10,296,945	13,918,361	14,970,467	15,613,553	643,086	4.3%
Complete Streets Division	12,433,004	18,806,207	11,464,535	11,896,032	431,497	3.8%
Transit	7,159,092	9,568,274	12,163,426	12,529,528	366,102	3.0%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	16,884,071	21,808,242	26,404,200	27,510,356	1,106,156	4.2%
Contractuals & Utilities	10,626,072	12,433,174	13,926,735	15,630,403	1,703,668	12.2%
Repairs & Maintenance	3,752,545	2,581,244	3,090,178	3,480,555	390,377	12.6%
Supplies	2,501,609	2,227,847	2,580,252	2,346,667	(233,585)	-9.1%
Insurance	1,022,145	2,315,341	2,021,615	2,166,614	144,999	7.2%
Other Operating Costs	8,345,983	9,130,926	5,745,144	5,629,004	(116,140)	-2.0%
Capital Purchases	965,019	5,091,534	4,307,464	4,136,032	(171,432)	-4.0%
Debt Service	1,130,383	1,162,381	3,721,981	4,479,000	757,019	20.3%
Transfers to Other Funds	4,859,323	10,030,792	2,239,035	5,731,532	3,492,497	156.0%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
General Fund	20,562,355	28,985,909	24,207,503	29,596,796	5,389,293	22.3%
Resource Conservation	164,613	168,117	181,508	185,517	4,009	2.2%
City Drainage Fund	705,482	1,089,736	3,640,904	3,316,540	(324,364)	-8.9%
Impact Fees Fund	1,335,558	2,106,152	-	-	-	N/A
Transportation Grants	512,570	501,535	686,240	679,552	(6,688)	-1.0%
Community Development	(0)	1,117,260	-	-	-	N/A
Plaza Use Fund	51,166	43,914	133,300	35,500	(97,800)	-73.4%
Public Facilities Fund	123,267	145,696	-	-	-	N/A
Quality of Life	106,948	95,696	150,000	251,650	101,650	67.8%
Streets & Roadways	3,236,006	2,730,650	2,760,064	1,762,470	(997,594)	-36.1%
1/2% GRT Income Fund	2,886,672	4,798,712	3,017,160	4,403,702	1,386,542	46.0%
Railyard Properties	1,264,412	1,397,210	2,019,217	2,787,346	768,129	38.0%
Midtown Campus	5,201,918	4,784,087	4,618,252	4,773,939	155,687	3.4%
Municipal Recreation Complex	1,916,446	3,773,528	4,987,328	4,920,289	(67,039)	-1.3%
Parking	4,949,343	5,541,877	5,614,714	5,996,713	381,999	6.8%
Transit Bus System	7,070,396	9,501,404	12,020,414	12,400,149	379,735	3.2%
TOTAL PUBLIC WORKS	**50,087,150**	**66,781,482**	**64,036,604**	**71,110,163**	**7,073,559**	**11.0%**

CITY OF SANTA FE
SANTA FE FILM OFFICE - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	-	-	-	304,955	304,955	N/A
Contractuals & Utilities	-	-	-	45,000	45,000	N/A
Supplies	-	-	-	20,000	20,000	N/A
Other Operating Costs	-	-	-	135,000	135,000	N/A
TOTAL SANTA FE FILM OFFICE	**-**	**-**	**-**	**504,955**	**504,955**	**N/A**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Santa Fe Film Office	-	-	-	504,955	504,955	N/A
TOTAL SANTA FE FILM OFFICE	**-**	**-**	**-**	**504,955**	**504,955**	**N/A**

CITY OF SANTA FE
TOURISM SANTA FE - EXPENDITURES SUMMARY
PROPOSED FISCAL YEAR 2025/26 BUDGET

SUMMARY BY DIVISION	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Santa Fe Civic Center	5,004,739	5,919,304	8,733,252	8,605,275	(127,977)	-1.5%
Visitors Bureau	5,049,344	5,807,609	6,703,686	7,663,875	960,189	14.3%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

SUMMARY BY CATEGORY	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Salaries, Wages & Benefits	2,695,975	3,386,663	3,923,064	4,136,679	213,615	5.4%
Contractuals & Utilities	1,307,984	1,295,969	1,897,300	2,241,100	343,800	18.1%
Repairs & Maintenance	111,049	136,189	177,500	186,000	8,500	4.8%
Supplies	247,814	220,193	212,550	224,950	12,400	5.8%
Insurance	54,876	137,973	171,541	164,531	(7,010)	-4.1%
Other Operating Costs	4,684,388	5,981,009	6,045,459	6,049,807	4,348	0.1%
Capital Purchases	56,236	65,843	1,145,000	1,350,000	205,000	17.9%
Debt Service	726,450	450,787	1,770,198	1,758,386	(11,812)	-0.7%
Transfers to Other Funds	169,311	52,286	94,326	157,697	63,371	67.2%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

SUMMARY BY FUND	ACTUAL EXPENDITURES 2022/23	ACTUAL EXPENDITURES 2023/24	2024/25 ORIGINAL BUDGET	PROPOSED BUDGET 2025/26	$ CHANGE 2024/25 vs. 2025/26	% CHANGE 2024/25 vs. 2025/26
Lodgers' Tax Fund	5,049,344	5,807,609	6,703,686	7,663,875	960,189	14.3%
Santa Fe Convention Center	5,004,739	5,919,304	8,733,252	8,605,275	(127,977)	-1.5%
TOTAL TOURISM SANTA FE	**10,054,083**	**11,726,913**	**15,436,938**	**16,269,150**	**832,212**	**5.4%**

FIR No. 10676.0

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Adopting the City of Santa Fe's Fiscal Year 2025-2026 Operating Budget

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins, Budget Officer **Date:** April 15, 2025 **Phone:** (505) 955-6177

Reviewed by City Attorney: Erin McSherry Erin McSherry (May 2, 2025 16:37 MDT) **Date:** 05/02/2025

Reviewed by Finance Director: _____ **Date:** _____

Summary:
This Resolution would adopt the Fiscal Year 2025-2026 ("FY26") operating budget ("Budget") for the City of Santa Fe, totaling $479,438,592; detail on the Budget is provided in the tables attached to the Resolution.

Departments Affected:
All City Departments

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not have a budget for the upcoming fiscal year to submit for approval by the Local Government Division of the New Mexico Department of Finance and Administration.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
N/A

Performance and Administrative Implications:
The FY26 Budget sets a fiscally sustainable course for the City, while making investments to deliver exceptional services for Santa Fe.

Fiscal Implications:
The recommended FY26 All Funds operating expenditure budget of $479,438,592 is detailed in the tables attached to the Resolution, and in the tables shown below.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel Services	$ 0	$170,291,019	$ 0	N	R & NR	various	$170,291,019
Operating Expenses	$ 0	$192,582,628	$ 0	N	R & NR	various	$192,582,628
Capital Outlay	$ 0	$ 14,196,511	$ 0	N	R & NR	various	$ 14,196,511
Debt Service	$ 0	$ 22,561,097	$ 0	N	R & NR	various	$ 22,561,097
Transfers Out	$ 0	$ 79,807,337	$ 0	N	R & NR	various	$ 79,807,337
Total:	$ 0	$479,438,592	$ 0				$479,438,592

Expenditure Narrative:

The FY26 proposed budget meets the City's financial obligations, including retirement plan and other personnel increases, and leverages the City's resources into shared goals. The proposed FY26 "All Funds" expenditures of $479,438,592 reflects an increase of $39,359,851, or 8.9%, when compared to Fiscal Year 2024-2025 ("FY25") original budgeted levels.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
Taxes	$ 0	$207,207,967	$ 0	R	various
Licenses & Permits	$ 0	$ 4,126,300	$ 0	R	various
Fees/Service Charges	$ 0	$154,077,918	$ 0	R	various
Fines & Forfeitures	$ 0	$ 695,403	$ 0	R	various
Miscellaneous	$ 0	$ 10,635,097	$ 0	R	various
Intergovernmental	$ 0	$ 10,036,224	$ 0	R	various
Interest Earnings	$ 0	$ 15,313,783	$ 0	R	various
Transfers In	$ 0	$ 80,111,371	$ 0	R	various
Total	$ 0	$482,204,063	$ 0	R	various

Revenue Narrative:

The recommended FY26 all funds revenue of $482,204,063 reflects an increase of $33,261,579, or 7.4%, when compared to FY25 original budgeted levels.

Signature: Andy Hopkins

Email: ajhopkins@santafenm.gov

Signature:

Email: mscott@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 7, 2025

To: Governing Body and Quality of Life Committee

From: Andréa Salazar, City Clerk AS

RE: 2025 International Folk Art Market Alcohol Approval

EXECUTIVE SUMMARY:

The proposed resolution would grant permission to the International Folk Art Market ("IFAM") to serve beer and wine on City of Santa Fe ("City") property, in the Railyard Park, on July 10 and 12, 2025.

SFCC 1987, Section 23-6.2, requires the Governing Body to adopt a resolution for the sale and consumption of alcohol for locations on City property that are not specifically listed in Section 23-6.2 (A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance as required by the City's Code.

The proposed resolution addresses the required elements:

- the event is the International Folk Art Market;
- the location is the Railyard Park;
- the dates are July 10 and 12, 2025;
- the time is 6:00 p.m. to 9:00 p.m.;
- the alcohol would be beer and wine;
- 2,500 attendees are expected in the Railyard Park at any given time during the event;
- a Public Celebration Permit is required;
- and liquor liability and general liability insurance will list the City as an insured and be not less than $2,000,000.00, per occurrence and in the aggregate.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Signe Lindell

A RESOLUTION

AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND WINE DURING PORTIONS OF THE INTERNATIONAL FOLK ART MARKET ON JULY 10 AND 12, 2025, PURSUANT TO SUBSECTION 23-6.2(C) SFCC 1987.

WHEREAS, SFCC 1987, Section 23-6.2, governs the consumption of alcohol on city property; and

WHEREAS, for serving alcohol at City properties not specifically mentioned in SFCC 1987, Section 23-6.2(A), the ordinance requires the Governing Body to approve a resolution that specifies the event, date, hours, location, number of expected attendees, type of alcohol to be served, permits, and insurance, at least thirty (30) days prior to the event; and

WHEREAS, the International Folk Art Market ("IFAM") is an annual event featuring artisans from throughout the world; and

WHEREAS, IFAM is a significant event benefiting the City of Santa Fe's tourism industry; and

WHEREAS, IFAM wishes to partner with Tumbleroot Brewery and Distillery, promoting a local business to the community.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during IFAM is hereby approved according to the following parameters:

Event:	International Folk Art Market events
Dates:	July 10 and July 12, 2025
Hours:	6:00 p.m. to 9:00 p.m.
Location:	The Railyard Park
Number of expected attendees:	Up to 2,500 attendees are expected in the Railyard Park at any given time during the event.
Type of alcohol to be served:	Beer and wine.
Required Permits:	Public Celebration Permit.
Required Insurance:	Liquor Liability insurance with limits not less than $2,000,000, per occurrence and in the aggregate, with the City of Santa Fe, its officials, directors, and employees, and agents as additional insureds on a primary and noncontributory basis. The International Folk Art Market shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (May 8, 2025 17:11 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/International Folk Art Market Alcohol Approval

FIR No. 10677.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): 2025 International Folk Art Market Alcohol Approval

Sponsor(s): Councilor Signe Lindell

Reviewing Department(s): City Clerk's Office

Staff Completing FIR: Andréa Salazar, City Clerk **Date:** 5/8/2025
Phone: (505) 955 – 6327

Reviewed by City Attorney: Erin McSherry **Date:** _____
Erin McSherry (May 8, 2025 17:11 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** 05/08/2025

Summary:
The proposed Resolution would authorize the sale and consumption of beer and wine at the International Folk Art Market ("IFAM"). IFAM wishes to make alcohol available for purchase in the Railyard Park on July 10 and 12, 2025, from 6:00 p.m. to 9:00 p.m. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on Santa Fe City property that are not specifically listed in Section 6.2 (A).

Departments Affected:
City Clerk's Office.

Consequences of Not Enacting Legislation:
If this legislation is not adopted, then IFAM will not be able to serve beer and wine July 10 and 12, 2025.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
None.

Fiscal Implications:
None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

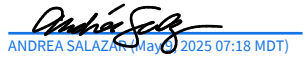
Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature: 
ANDREA SALAZAR (May 7, 2025 07:18 MDT)

Email: asalazar@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: May 5, 2025

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

From: Alan Hook, Water Resources Coordinator Assistant AGH

Via: Jesse Roach, Interim Public Utilities Director JR
Jonathan Montoya, Interim Water Division Director

RE: Acceptance of Loan and Grant Funding from New Mexico Water Trust Board in the amount of $5,500,000 for the Nichols Dam Repair Project, WPF-6316

EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of both a Water Project Fund loan as well as a grant between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe ("City') in the total amount of five million, five-hundred thousand dollars ($5,500,000) for the purpose of financing the cost of repairs to the Nichols Dam outlet conduit. Additionally, the bill specifies that the loan, in the amount of two million, two-hundred thousand dollars ($2,200,000), and the grant, in the amount of three million, three-hundred thousand dollars ($3,300,000) would be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). Pursuant to the loan debt, the bill pledges that the City would repay the loan amount and the associated administrative fee solely from the net revenues of the City's water utility enterprise fund.

BACKGROUND:

The goal of the Nichols Dam Repair Project is to repair the outlet conduit and upgrade the dam safety rating to satisfactory. Specific repairs to Nichols Dam include the sealing of conduit joints, conduit lining, and the installation of filter diaphragm around the outlet conduit.

ATTACHMENTS:
Bill
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-12

INTRODUCED BY:

Mayor Alan Webber

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

AUTHORIZING THE EXECUTION AND DELIVERY OF A WATER PROJECT FUND LOAN/GRANT AGREEMENT BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY ("NMFA") AND THE CITY OF SANTA FE, NEW MEXICO (THE "BORROWER/GRANTEE"), IN THE TOTAL AMOUNT OF $5,500,000, INCLUDING A LOAN IN THE AMOUNT OF $2,200,000; EVIDENCING AN OBLIGATION OF THE BORROWER/GRANTEE TO UTILIZE THE LOAN/GRANT AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF REPAIRS TO THE NICHOLS DAM OUTLET CONDUIT, INCLUDING SEALING OF CONDUIT JOINTS, CONDUIT LINING, INSTALLATION OF FILTER DIAPHRAGM AROUND OUTLET CONDUIT, 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,

underscored material = new [~~bracketed material~~] = delete

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.

Capitalized terms used in the following preambles have the same meaning as defined in this Ordinance unless the context requires otherwise.

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing home-rule municipality under the constitution and general laws of the State of New Mexico, and more specifically, NMSA 1978, Sections 3-1-1 to -11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, 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/Grant Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024, that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Governing Body has determined and hereby determines that the Project

may be financed with amounts granted and loaned pursuant to the Loan/Grant Agreement, that the Loan/Grant Amount, together with the Additional Funding Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project, and that it is in the best interest of the Borrower/Grantee and the constituent public it serves that the Loan/Grant Agreement be executed and delivered and that the funding of the Project take place by executing and delivering the Loan/Grant Agreement; and

WHEREAS, the Governing Body has determined that it may lawfully enter into the Loan/Grant Agreement, accept the Loan/Grant Amount and be bound to the obligations and by the restrictions thereunder; and

WHEREAS, the Loan/Grant Agreement shall not constitute a general obligation of the Borrower/Grantee, the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower/Grantee, the Water Trust Board, the NMFA or the State; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the City Clerk this Ordinance and the form of the Loan/Grant Agreement, which is incorporated by reference as Attachment A, and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Additional Funding Amount is now available to the Borrower/Grantee to complete the Project; and

WHEREAS, the Borrower/Grantee has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and readiness to proceed requirements established for the portion of the Loan/Grant Amount disbursed or caused to be disbursed by the NMFA, including but not limited to the requirements of Executive Order 2013-006; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use of the Loan/Grant Amount for the purposes described, and according to the restrictions set forth, in the Loan/Grant Agreement; (ii) the availability of other moneys necessary and sufficient, together with the Loan/Grant Amount, to complete the Project; and (iii) the authorization, execution

and delivery of the Loan/Grant Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following terms shall, for all purposes, have the meanings herein specified, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined); and, any term not defined herein shall have the definition given it by the Loan/Grant Agreement:

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, Sections 7-24(a)11 to 7-24-(a)-11, and enactments of the Governing Body relating to the Loan/Grant Agreement, including this Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $13,840,601.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of the Loan/Grant Agreement.

"Authorized Officers" means any one or more of the Mayor, Mayor Pro Tem, City

Manager and City Clerk of the Borrower/Grantee.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Borrower/Grantee" means the City of Santa Fe, New Mexico.

"Closing Date" means the date of execution and delivery of the Loan/Grant Agreement, by the Borrower/Grantee and the NMFA.

"Completion Date" means the date of final payment of the cost of the Project.

"Conditions" has the meaning given to that term in the Loan/Grant Agreement.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, Section 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" has the meaning given to that term in the Loan/Grant Agreement.

"NMFA" means the New Mexico Finance Authority.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the Lender/Grantor establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $3,300,000.

"Gross Revenues" has the meaning assigned to such term in Ordinance 2016-19 of the

Borrower/Grantee (the "Master Utility Ordinance").

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to the Loan/Grant Agreement for the purpose of funding the Project, in the maximum amount of $2,200,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to the Loan/Grant Agreement for the purpose of funding the Project, and shall not equal more than $5,500,000.

"Loan/Grant Agreement" means the Water Project Fund Loan/Grant Agreement entered into by and between the Borrower/Grantee and the NMFA as authorized by this Ordinance.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses of the various City departments directly related and reasonably allocable to the administration of the System;

(b) insurance premiums for the System, including, without limitation, premiums for

property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay Debt Service Requirements on System Bonds) for Credit Facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) the costs of audits of the books and accounts of the System;

(f) amounts required to be deposited in the Rebate Fund;

(g) salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund, liabilities incurred by the City as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance as it may be supplemented or amended from time to time.

"Pledged Revenues" means the Net Revenues of the System pledged to the payment of the Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan/Grant Agreement and described in the Term Sheet.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the

Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, Section 72-4A-9(B), as amended.

"State" means the State of New Mexico.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to the Loan/Grant Agreement.

"Useful Life" means the structural and material design life of the Project, including planning and design features, as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

Section 2. Ratification. All action heretofore taken (not inconsistent with the

provisions of this Ordinance) by the Borrower/Grantee and officers of the Borrower/Grantee directed toward the acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of amounts due under the Loan/Grant Agreement, and the execution and delivery of the Loan/Grant Agreement shall be, and the same hereby is, ratified, approved, and confirmed.

Section 3. Authorization of the Project and the Loan/Grant Agreement. The acquisition and completion of the Project and the method of funding the Project through execution and delivery of the Loan/Grant Agreement and the other documents related to the transaction are hereby authorized and ordered. The Project is for the benefit and use of the Borrower/Grantee and the public whom it serves.

Section 4. Findings. The Governing Body hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Borrower/Grantee and the public whom it serves.

B. Moneys available and on hand for the Project from all sources other than the Loan/Grant are not sufficient to defray the cost of acquiring and completing the Project but, together with the Loan/Grant Amount, are sufficient to complete the Project.

C. The Project and the execution and delivery of the Loan/Grant Agreement pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and in furtherance of the governmental purposes of the Borrower/Grantee, and in the interest of the public health, safety, and welfare of the constituent public served by the Borrower/Grantee.

D. The Borrower/Grantee will acquire and complete the Project with the proceeds of the Loan/Grant, the Additional Funding Amount and other amounts available to the Borrower/Grantee, and except as otherwise expressly provided by the Loan/Grant Agreement, will utilize, operate and maintain the Project for the duration of its Useful Life, as required by NMSA 1978, Section 72-4A-7(A)(1), as amended.

E. Together with the Loan/Grant Amount, and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to complete the Project.

F. The NMFA shall maintain on behalf of the Borrower/Grantee a separate Project Account as a book account only on behalf of the Borrower/Grantee and financial records in accordance with Generally Accepted Accounting Principles during the construction or implementation of the Project.

G. The Borrower/Grantee has acquired title to or easements or rights of way on the real property upon which the Project is being constructed or located as provided in the Loan/Grant Agreement.

Section 5. Loan/Grant Agreement—Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public health, conserving the property, and protecting the general welfare and prosperity of the constituent public served by the Borrower/Grantee and acquiring and completing the Project, it is hereby declared necessary that the Borrower/Grantee execute and deliver the Loan/Grant Agreement evidencing the Borrower/Grantee's acceptance of the Grant Amount of $3,300,000 and borrowing the Loan Amount of $2,200,000 to be utilized solely for Eligible Items necessary to complete the Project, and solely in the manner and according to the restrictions set forth in the Loan/Grant Agreement, the execution and delivery of which is hereby authorized. The Borrower/Grantee shall use the Loan/Grant Amount to finance the acquisition and completion of the Project.

B. Detail. The Loan/Grant Agreement shall be in substantially the form of the Loan/Grant Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Grant shall be in the amount of $3,300,000 and the Loan shall be in the amount of $2,200,000. Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid

principal balance of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee.

Section 6. Approval of Loan/Grant Agreement. The form of the Loan/Grant Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge, and deliver the Loan/Grant Agreement with such changes, insertions, and omissions as may be approved by such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan/Grant Agreement. The execution of the Loan/Grant Agreement shall be conclusive evidence of such approval.

Section 7. Security. The Loan Amount and Administrative Fee shall be solely secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan/Grant Agreement.

Section 8. Disposition of Proceeds: Completion of the Project.

A. Project Account. The Borrower/Grantee hereby consents to creation of the Project Account by the NMFA. Until the Completion Date, the amount of the Loan/Grant credited to the Project Account shall be used and paid out solely for Eligible Items necessary to acquire and complete the Project in compliance with applicable law and the provisions of the Loan/Grant Agreement.

B. Completion of the Project. The Borrower/Grantee shall proceed to complete the Project with all due diligence. Upon the Completion Date, the Borrower/Grantee shall execute a certificate stating that completion of and payment for the Project has been completed. Following the Completion Date or the earlier expiration of the time allowed for disbursement of Loan/Grant funds as provided in the Loan/Grant Agreement, any balance

remaining in the Project Account shall be transferred and deposited into the Water Project Fund or otherwise distributed as provided in the Loan/Grant Agreement.

C. NMFA Not Responsible. Borrower/Grantee shall apply the funds derived from the Loan/Grant Agreement as provided therein, and in particular Article VII of the Loan/Grant Agreement. The NMFA shall not in any manner be responsible for the application or disposal by the Borrower/Grantee or by its officers of the funds derived from the Loan/Grant Agreement or of any other funds held by or made available to the Borrower/Grantee in connection with the Project. NMFA shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan/Grant Agreement, the Borrower/Grantee shall pay the Loan Amount and Administrative Fee directly from the Pledged Revenues to the NMFA as provided in the Loan/Grant Agreement in an amount sufficient to pay principal and other amounts due under the Loan/Grant Agreement and to cure any deficiencies in the payment of the Loan Amount or other amounts due under the Loan/Grant Agreement. The Borrower/Grantee hereby consents to the creation of an ACH authorization agreement for the purpose of making regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point in time during the Agreement Term the Borrower/Grantee desires to use such payment method for the purposes of the Loan.

Section 10. Lien on Pledged Revenues. Pursuant to the Loan/Grant Agreement, the Loan/Grant Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues subordinate to the lien thereon of all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act,

shall be on parity with the lien of the Loan/Grant Agreement authorized by this Ordinance.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the Loan/Grant Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance and the Loan/Grant Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the Loan/Grant Agreement including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the Loan/Grant Agreement.

Section 12. Amendment of Ordinance. This Ordinance after its adoption may be amended without receipt by the Borrower/Grantee of any additional consideration. On and after the Closing Date, this Ordinance may be amended without receipt by the Borrower/Grantee of any additional consideration, but only with the prior written consent of the NMFA.

Section 13. Ordinance Irrepealable. After the Loan/Grant Agreement has been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan/Grant Agreement shall be fully discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower/Grantee kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower/Grantee, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (May 9, 2025 11:24 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Attachment A

$5,500,000

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

dated

July 25, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY
as Lender/Grantor,

and

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO,
as Borrower/Grantee.

WATER PROJECT FUND
LOAN/GRANT AGREEMENT

THIS LOAN/GRANT AGREEMENT (the "Agreement" or "Loan/Grant Agreement") dated **July 25, 2025**, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the "NMFA" or "Lender/Grantor"), and the **CITY OF SANTA FE** in SANTA FE COUNTY, NEW MEXICO (the "Borrower/Grantee").

W I T N E S S E T H:

WHEREAS, the NMFA is a public body politic and corporate, separate and apart from the State, constituting a governmental instrumentality, duly organized and created under and pursuant to the laws of the State, particularly NMSA 1978, §§ 6-21-1 through 6-21-31, as amended (the "NMFA Act"); and

WHEREAS, the NMFA Act provides that the NMFA may make loans and grants from the Water Project Fund to qualifying entities for Qualifying Water Projects; and

WHEREAS, pursuant to the Act, the Water Trust Board has established the Board Rules governing the terms and conditions of loans and grants made from the Water Project Fund, as set out in Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC, pursuant to the Board Rules for Qualifying Water Projects; and

WHEREAS, pursuant to the Board Rules, except as provided in the Policies, a qualifying entity is expected to receive some portion of its funding as a loan in order to maximize the potential for the return of funds to the Water Project Fund, thereby increasing the limited financial resources expected to be available in the Water Project Fund; and

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, duly organized and existing incorporated municipality under and pursuant to the laws of the State and more specifically, NMSA 1978, §§3-1-1 through 3-66-11, as amended, is a qualifying entity under the Water Project Finance Act and is qualified for financial assistance as determined by the NMFA and approved by the Water Trust Board pursuant to the Board Rules, the Policies and the Act; and

WHEREAS, the Borrower/Grantee has determined that it is in the best interests of the Borrower/Grantee and the constituent public it serves that the Borrower/Grantee enter into this Agreement with the Lender/Grantor to borrow $2,200,000 from the Lender/Grantor and to accept a grant in the amount of $3,300,000 from the Lender/Grantor to finance the costs of the Project, this Project being more particularly described in the Term Sheet; and

WHEREAS, the Borrower/Grantee submitted an Application dated September 12, 2023 and January 22, 2024 for the Project; and

WHEREAS, pursuant to the Board Rules the Water Trust Board recommended the Project for funding as a Qualifying Water Project to the Legislature; and

WHEREAS, Chapter 6, Laws 2024, being House Bill 148 of the 2024 New Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund; and

WHEREAS, the Water Trust Board has recommended that the NMFA enter into and administer this Agreement in order to finance the Project; and

WHEREAS, the NMFA approved on August 29, 2024 that the Borrower/Grantee receive financial assistance in the form of the Loan/Grant; and

WHEREAS, the Borrower/Grantee is willing to pledge the Pledged Revenues to the payment of the Loan Payments and Administrative Fee, with a lien on the Pledged Revenues subordinate to all other liens thereon present and future, except that the lien on the Pledged Revenues of any future loans from the Lender/Grantor to the Borrower/Grantee pursuant to the Water Project Finance Act or the Colonias Infrastructure Act, secured by the Pledged Revenues shall be on a parity with this Agreement; and

WHEREAS, the plans and specifications for the Project have been approved by the NMFA (or by the New Mexico Environment Department or other appropriate agency or entity on behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA), prior to the commencement of construction, and the plans and specifications for the Project incorporates available technologies and operational design for water use efficiency; and

WHEREAS, the execution and performance of this Agreement have been authorized, approved and directed by all necessary and appropriate action of the Water Trust Board and the NMFA, and their respective officers.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree:

ARTICLE I
DEFINITIONS

Capitalized terms defined in the foregoing recitals shall have the same meaning when used in this Agreement unless the context clearly requires otherwise. Capitalized terms not defined in the recitals and defined in this Article I shall have the same meaning when used in this Agreement including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). In addition, capitalized terms not defined in the recitals or in this Article I shall have the meaning assigned to such terms in Ordinance No. 2016-19 of the Borrower/Grantee (the "Master Water Utility Ordinance") unless the context clearly requires otherwise. In the event of a conflict between the defined terms in this Agreement and those in the Master Water Utility Ordinance, the defined terms in the Master Water Utility Ordinance shall supersede those in this Agreement.

"ACH Authorization" means the authorization for direct payment to the NMFA by ACH made by the Borrower/Grantee on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid.

"Act" means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to this Agreement, including the Ordinance, all as amended and supplemented.

"Additional Funding Amount" means the amount to be provided by the Borrower/Grantee which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan/Grant Amount and other moneys available to the Borrower/Grantee, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is $13,840,601.

"Administrative Fee" or "Administrative Fee Component" means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower/Grantee and hardship waivers of payments granted to the Borrower/Grantee pursuant to Section 5.1(a)(iii) of this Agreement.

"Agreement Term" means the term of this Agreement as provided under Article III of this Agreement.

"Application" means the New Mexico Water Trust Board Application dated September 12, 2023 and the New Mexico Water Trust Board Readiness Application dated January 22, 2024 of the Borrower/Grantee and pursuant to which the Borrower/Grantee requested funding for the Project.

"Authorized Officers" means, with respect to the Borrower/Grantee, any one or more of the Mayor, Mayor Pro Tem, Finance Director, Treasurer, City Manager, and City Clerk thereof; with respect to the NMFA, the Chairman, Vice-Chairman and Secretary of the Board of Directors and the Chief Executive Officer or any other officer or employee of the NMFA designated in writing by an Authorized Officer.

"Board Rules" means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

"Closing Date" means the date of execution and delivery of this Agreement by the Borrower/Grantee and the NMFA.

"Colonias Infrastructure Act" means NMSA 1978, §§ 6-30-1 through 6-30-8, as amended.

"Conditions" means the conditions to be satisfied prior to the submission of a request for payment or the disbursement of the Loan/Grant Amount, or any portion thereof, from the Water Project Fund, or which otherwise apply to the performance of this Agreement, including those set forth in the Term Sheet.

"Department of Finance and Administration" or "DFA" means the department of finance, and administration of the State.

"Eligible Items" means eligible Project costs for which grants and loans may be made pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable Policies, and includes, without limitation, Eligible Legal Costs.

"Eligible Legal Costs" means legal fees and costs for services rendered by legal counsel on behalf of the Borrower/Grantee for transaction of the Project, in an amount not exceeding ten (10) percent of the Loan/Grant Amount, but does not include adjudication services.

"Event of Default" means one or more events of default as defined in Section 10.1 of this Agreement.

"Final Debt Service Schedule" means the schedule of Loan Payments due on this Agreement following the Final Requisition, as determined on the basis of the Loan Amount.

"Final Requisition" means the final requisition of moneys to be submitted by the Borrower/Grantee, which shall be submitted by the Borrower/Grantee on or before the expiration of the Interim Period as provided in Section 5.3 of this Agreement.

"Fiscal Year" means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority of the Borrower/Grantee may hereafter establish for the Borrower/Grantee as its fiscal year.

"Force Majeure" means acts of God and natural disasters; strikes or labor disputes; war, civil strife or other violence; an order of any kind of the Government of the United States or of the State or civil or military authority or any court of competent jurisdiction; or any other act or condition that was beyond the reasonable control of, without fault or negligence of, or not reasonably foreseeable by the party claiming the Force Majeure event; except for (i) general economic conditions; or (ii) an inability of a party claiming the Force Majeure event to pay any debts when due.

"Generally Accepted Accounting Principles" means the officially established accounting principles applicable to the Borrower/Grantee, consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board, or other principle-setting body acceptable to the Lender/Grantor, establishing accounting principles applicable to the Borrower/Grantee.

"Governing Body" means the duly organized City Council of the Borrower/Grantee, or any successor governing body of the Borrower/Grantee.

"Grant" or "Grant Amount" means the amount provided to the Borrower/Grantee as a grant pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $3,300,000.

"Gross Revenues" means all income and revenues directly or indirectly derived by the Borrower/Grantee from the operation and use of the System, or any part of the System, for any particular Fiscal Year period to which the term is applicable, and includes, without limitation, all revenues received by the Borrower/Grantee, or any municipal corporation or agency succeeding to the rights of the Borrower/Grantee, from the System and from the sale and use of water services or facilities, or any other service, commodity or facility or any combination thereof furnished by the System. In the event there is a conflicting description of Gross Revenues in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Borrower/Grantee and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except any insurance proceeds derived in respect of loss of use or business interruption.

"Hardship Waiver" means a determination by the NMFA pursuant to Section 5.1(a)(iii) herein that the annual principal payment by the Borrower/Grantee should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves.

"Herein," "hereby," "hereunder," "hereof," "hereinabove" and "hereafter" refer to this entire Agreement and not solely to the particular section or paragraph of this Agreement in which such word is used.

"Interest Component" means the portion of each Loan Payment paid as interest on this Agreement, if any, as shown on Exhibit "B" hereto.

"Interim Debt Service Schedule" means the anticipated schedule of Loan Payments due on this Agreement following the Final Requisition, assuming disbursement of the entire Loan Amount within twenty-four (24) months of the Closing Date. The Interim Debt Service Schedule is attached hereto as Exhibit "B".

"Interim Period" means the period no greater than twenty-four (24) months, unless a longer period is approved by the NMFA as provided in Section 5.3 of this Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Borrower/Grantee to pay costs of the Project.

"Lender/Grantor" means the New Mexico Finance Authority.

"Loan" or "Loan Amount" means the amount provided to the Borrower/Grantee as a loan pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $2,200,000.

"Loan/Grant" or "Loan/Grant Amount" means the combined amount partially provided to the Borrower/Grantee as the Grant Amount and partially borrowed by the Borrower/Grantee as the Loan Amount pursuant to this Agreement for the purpose of funding the Project and shall not equal more than $5,500,000.

"Loan Payments" means, collectively, the Principal Component and the Interest Component, if any, to be paid by the Borrower/Grantee as payment of this Agreement as shown on Exhibit "B" hereto.

"Net Revenues" means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs,

required set asides for debt and replacement requirements, and any other payments from the gross revenues reasonably required for operation of the System.

"NMAC" means the New Mexico Administrative Code.

"NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Borrower/Grantee directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen's compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Expenses other than Expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Borrower/Grantee's general fund, liabilities incurred by the Borrower/Grantee as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues. In the event there is a conflicting description of Operation and Maintenance Expenses in any ordinance or resolution of the Borrower/Grantee, the language of such ordinance or resolution shall control.

"Ordinance" means the Borrower/Grantee's Ordinance No. _____, adopted by the Governing Body on June 11, 2025, authorizing the acceptance of the Loan/Grant, approving this

Agreement and pledging the Pledged Revenues to the payment of the Loan Payments and the Administrative Fee as shown on the Term Sheet.

"Parity Obligations" means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, as shown on the Term Sheet.

"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and the Administrative Fee pursuant to the Ordinance and this Agreement and described in the Term Sheet.

"Policies" means the Water Trust Board Water Project Fund Project Management Policies approved by the Water Trust Board and the NMFA, as amended and supplemented from time to time.

"Principal Component" means the portion of each Loan Payment paid as principal on this Agreement as shown on Exhibit "B" hereto.

"Project" means the project(s) described on the Term Sheet.

"Project Account" means the book account established by the NMFA in the name of the Borrower/Grantee for purposes of tracking expenditure of the Loan/Grant Amount by the Borrower/Grantee to pay for the costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart from all other accounts of the NMFA.

"Qualifying Water Project" means a water project for (i) storage, conveyance or delivery of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and management of watersheds; (v) flood prevention; or, (vi) water conservation or recycling, treatment or reuse of water as provided by law; and which has been approved by the state legislature pursuant to NMSA 1978, § 72-4A-9(B), as amended.

"Senior Obligations" means any outstanding obligations with a superior lien on the Pledged Revenues as defined in the Term Sheet, or any such obligations hereafter issued and meeting the requirements of the Agreement applicable to the issuance of Senior Obligations.

"State" means the State of New Mexico.

"State Board of Finance" means the State board of finance created pursuant to NMSA 1978, §§ 6-1-1 through 6-1-13, as amended.

"System" means the municipally owned public utility designated as the Borrower/Grantee's water utility system consisting of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Borrower/Grantee through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Borrower/Grantee designated by the Governing

Body as part of the water utility system, whether situated within or without the limits of the Borrower/Grantee.

"Term Sheet" means Exhibit "A" attached to this Agreement.

"Useful Life" means the structural and material design life of the Project including planning and design features as required by the Act and the Board Rules.

"Water Project Fund" means the fund of the same name created pursuant to the Act and held and administered by the NMFA.

"Water Trust Board" or "WTB" means the water trust board created and established pursuant to the Act.

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Borrower/Grantee: The Borrower/Grantee represents, covenants and warrants for the benefit of the NMFA as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee contained in this Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Borrower/Grantee to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Borrower/Grantee and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Borrower/Grantee by the provisions of this Agreement and the Ordinance shall be exercised or performed by the Borrower/Grantee or by such members, officers, or officials of the Borrower/Grantee as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of Agreement. The Borrower/Grantee is a qualifying entity as defined in the Act and the Board Rules. Pursuant to the laws of the State and in particular, the laws governing its creation and existence, as amended and supplemented from time to time, the Borrower/Grantee is authorized to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Borrower/Grantee has duly authorized and approved its acceptance of the Loan/Grant and the execution and delivery of this Agreement and the other documents related to the transaction described in this Agreement, and this Agreement and the other documents related to the transaction to which the Borrower/Grantee is a party constitute legal, valid and binding special obligations of the Borrower/Grantee enforceable against the Borrower/Grantee in accordance with their respective terms.

(c) Nature and Use of Agreement Proceeds. The Borrower/Grantee acknowledges that the distribution of the Loan/Grant Amount shall be deemed to be a distribution to the Borrower/Grantee of proceeds representing the Loan Amount and the Grant Amount on a

pro rata basis from the maximum Loan Amount and Grant Amount. The Borrower/Grantee shall apply the proceeds of the Loan/Grant solely to Eligible Items that will facilitate the completion of the Project, and shall not use the Loan/Grant proceeds for any other purpose. The Loan/Grant Amount, together with the Additional Funding Amount and other moneys reasonably expected to be available to the Borrower/Grantee, is sufficient to complete the Project in its entirety.

(d) Payment of Loan Amount. The Borrower/Grantee shall promptly pay the Loan Amount and Administrative Fee as provided in this Agreement, except when a Hardship Waiver is obtained pursuant to Section 5(a)(iii) of this Agreement. The Loan and Administrative Fee shall be payable solely from Pledged Revenues and nothing in this Agreement shall be construed as obligating the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee from any general or other fund of the Borrower/Grantee other than the Pledged Revenues; however, nothing in this Agreement shall be construed as prohibiting the Borrower/Grantee, in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Scope of Project; Completion of Project; Compliance with Laws. The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. The Project is more particularly described in the Term Sheet. The Project will be completed with all practical dispatch and will be completed, operated and maintained so as to comply with all applicable federal, state and local laws, ordinances, resolutions and regulations and all current and future orders of all courts having jurisdiction over the Borrower/Grantee relating to the acquisition, operation, maintenance and completion of the Project and to the use of the Loan/Grant proceeds.

(f) Necessity of Project. The completion and operation of the Project under the terms and Conditions provided in this Agreement are necessary, convenient, and in furtherance of the governmental purposes of the Borrower/Grantee and are in the best interest of the Borrower/Grantee and the public it serves.

(g) Lien. The Loan Payments constitute an irrevocable lien on the distribution on the Pledged Revenues, the priority of which is consistent with that shown on the Term Sheet.

(h) Agreement Term Not Less than Useful Life. The Agreement Term is not less than the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

(i) Amount of Agreement. The sum of the Grant Amount, the Loan Amount, and the Additional Funding Amount (and as set forth on the Term Sheet) does not exceed the cost of the Project.

(j) No Breach or Default Caused by Agreement. Neither the execution and delivery of this Agreement and the other documents related to the transaction, nor the fulfillment of or compliance with the terms and conditions in this Agreement and the other documents related to the transaction, nor the consummation of the transactions contemplated herein and therein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Borrower/Grantee is a party or by which the Borrower/Grantee is bound or any laws, ordinances, governmental rules or regulations or court or

other governmental orders to which the Borrower/Grantee or its properties are subject, or constitutes a default under any of the foregoing.

(k) Irrevocable Enactments. While this Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Agreement, including the Ordinance shall be irrevocable until the Project has been fully acquired and completed, and the Loan Amount, including all principal and interest has been repaid, or provision made for payment thereof, and shall not be subject to amendment or modification in any manner which would result in any use of the proceeds of this Agreement in a manner not permitted or contemplated by the terms hereof. The Borrower/Grantee shall not impair the rights of the NMFA or of any holders of bonds or other obligations payable from the Pledged Revenues while this Agreement is outstanding.

(l) No Litigation. To the knowledge of the Borrower/Grantee, no litigation or proceeding is pending or threatened against the Borrower/Grantee or any other person affecting the right of the Borrower/Grantee to execute or deliver this Agreement and the other documents related to the transaction or to comply with its obligations under this Agreement and the other documents related to the transaction. Neither the execution and delivery of this Agreement and the other documents related to the transaction by the Borrower/Grantee nor compliance by the Borrower/Grantee with the obligations under this Agreement and the other documents related to the transaction, requires the approval of any regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(m) No Event of Default. No event has occurred and no condition exists which, with the giving of notice or the passage of time or upon the execution and delivery of this Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Borrower/Grantee under this Agreement and the other documents related to the transaction.

(n) Pledged Revenues Not Budgeted. The portion of the Pledged Revenues necessary to pay the Loan Payments, as and when due, is not needed or budgeted to pay current or anticipated Operation and Maintenance Expenses or other expenses of the Borrower/Grantee.

(o) Expected Coverage Ratio. The Pledged Revenues are reasonably expected to equal or exceed—from the Fiscal Year in which the Closing Date occurs and, on an ongoing basis during each Fiscal Year of the Agreement Term—one hundred percent (100%) of the maximum annual principal and interest due on all outstanding obligations of the Borrower/Grantee payable from the Pledged Revenues.

(p) Right to Inspect. The NMFA shall have the right to inspect at all reasonable times all records, accounts and data relating to the System and to inspect the System and all properties comprising the System, and the Borrower/Grantee shall supply such records, accounts, and data as are requested by the NMFA, within thirty (30) days of receipt of such request, written or oral.

(q) Financial Capability; Budgeting of Pledged Revenues. The Borrower/Grantee meets and will meet during the Agreement Term the requirements of financial

capability set by the Water Trust Board and the NMFA. The Pledged Revenues will be sufficient to make the Loan Payments, as and when due. The Borrower/Grantee will adequately budget for the Loan Payments and other amounts payable by the Borrower/Grantee under this Agreement.

(r) Rate Covenant. The Borrower/Grantee covenants that, in addition to complying with the Rate Covenant set forth and defined in the Master Water Utility Ordinance, it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year in which the Loan is outstanding the Gross Revenues shall at least equal the Operation and Maintenance Expenses of the System for the Fiscal Year, plus one hundred percent (100%) of the maximum annual principal and interest payments due on all outstanding obligations payable from the Pledged Revenues.

(s) Borrower/Grantee's Existence. The Borrower/Grantee will maintain its legal identity and existence so long as this Agreement remains outstanding unless another political subdivision, State agency, or other entity by operation of law succeeds to the liabilities, rights and duties of the Borrower/Grantee under this Agreement without adversely affecting to any substantial degree the privileges and rights of the Lender/Grantor.

(t) Use of Project; Continuing Covenant. During the Agreement Term, the Borrower/Grantee will at all times use the Project for the benefit of the Borrower/Grantee and the public it serves. The Borrower/Grantee shall not sell, lease, mortgage, pledge, relocate or otherwise dispose of or transfer the Project or System, or any part of the Project or System so long as this Agreement is outstanding; provided, however, that if the Project is a joint project of the Borrower/Grantee and other qualifying entities (as defined by the Act), the Borrower/Grantee and the other qualifying entities may, with the express written approval of the NMFA and not otherwise, enter into an agreement allocating ownership and operational and maintenance responsibilities for the Project during the term of the Agreement. Any such agreement shall provide that the Lender/Grantor, or either of them, shall have the power to enforce the terms of this Agreement, without qualification, as to each and every qualifying entity (as defined by the Act) other than the Borrower/Grantee, owning or operating any portion of the Project during the term of the Agreement. The Borrower/Grantee will operate and maintain the Project, so that it will function properly over its Useful Life.

(u) Title and Rights of Way. As required by NMSA 1978, § 72-4A-7(A)(3) of the Act, as amended, and the Board Rules, the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that the Borrower/Grantee has proper title to, easements, rights of way or use permits on the real property upon or through which the Project is being constructed, located, completed or extended, and if any portion of the Project will be designed, constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, such other qualifying entity has title to such real property, and the Borrower/Grantee shall provide written assurance signed by an attorney or provide a title insurance policy ensuring that such other qualifying entity has proper title to such real property.

(v) Additional Funding Amount. Together with the Loan/Grant Amount and other amounts available to the Borrower/Grantee, the Additional Funding Amount is now available to the Borrower/Grantee, and in combination with the Loan/Grant Amount, will be sufficient to

complete the Project. If any other additional expenses are incurred, the Borrower/Grantee shall be responsible for payment of such expenses.

(w) Audit Requirement. During the Agreement Term the Borrower/Grantee shall comply with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as amended. Upon request by the NMFA, the Borrower/Grantee shall provide the NMFA a copy of any review or audit, report of agreed upon procedures, or any other document prepared pursuant to or required by the State Audit Act.

(x) Reserved.

(y) Efficient Operation. The Borrower/Grantee will operate the System so long as this Agreement is outstanding, will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable demands for System services.

(z) Records. So long as the Agreement remains outstanding, proper books of record and account will be kept by the Borrower/Grantee in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. Such books shall include, but not necessarily be limited to, monthly records showing: (i) the number of customers for the System; (ii) the revenues separately received from charges by classes of customers, including but not necessarily limited to classification by facilities; and (iii) a detailed statement of the expenses of the System.

(aa) Billing Procedure. Bills for water service or facilities, furnished by or through the System, shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution or regulation of the Borrower/Grantee. If permitted by law, if a bill is not paid within the period of time required by such ordinance, resolution or regulation, water service shall be discontinued as required by such ordinance, resolution or regulation, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(bb) Competent Management. The Borrower/Grantee shall employ or contract for experienced and competent personnel to manage the System.

(cc) Readiness Requirements. The Borrower/Grantee has met the requirements of Executive Order 2013-006 and it has met or will meet prior to the first disbursement of any portion of the Loan/Grant Amount, the Conditions and the readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board.

(dd) Other Liens. Other than as provided in the Term Sheet, there are no liens or encumbrances of any nature, whatsoever, on or against the System or the revenues derived from the operation of the same.

(ee) Additional Obligations. The Borrower/Grantee may incur additional Senior Obligations upon the satisfaction of the additional bonds test set forth in the Master Water

Utility Ordinance. The Borrower/Grantee shall obtain the written consent of the NMFA prior to the issuance of additional Parity Obligations unless such Parity Obligation has been issued by the NMFA. The Borrower/Grantee shall identify any additional Senior Obligations issued by the Borrower/Grantee after the Closing Date in any future application for financing submitted to the NMFA.

Section 2.2 Representations and Warranties of the NMFA. The NMFA represents as follows:

(a) Authorization of Agreement. The NMFA is a public body politic and corporate separate and apart from the State, constituting a governmental instrumentality, and has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Agreement and, by proper action, has duly authorized the execution and delivery of this Agreement.

(b) Legal, Valid and Binding Obligation. This Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

ARTICLE III
AGREEMENT TERM

The Agreement Term shall commence on the Closing Date and shall terminate at the end of the Useful Life of the Project as required by NMSA 1978, § 72-4A-7, as amended, of the Act.

ARTICLE IV
LOAN/GRANT AGREEMENT CONDITIONS

Section 4.1 Conditions Precedent to Closing of Loan/Grant. Prior to the Closing Date, the following Conditions and readiness to proceed items shall be satisfied:

(a) The NMFA, on behalf of the Water Trust Board, shall have determined that the Borrower/Grantee has met the Conditions and readiness to proceed requirements established for the Loan/Grant by the NMFA and the Water Trust Board including any Conditions set out in the Term Sheet; and

(b) The Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that the Borrower/Grantee has proper title to or easements, rights of way, or permits on the real property upon or through which the Project is being constructed, located, completed or extended; and

(c) If any portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee shall have provided written assurance addressed to the NMFA and signed by an attorney (or shall have provided a title insurance policy) that such other qualifying entity has proper title to such real property; and

(d) Prior to the disbursement of any portion of the Loan/Grant Amount for purposes of construction of the Project, the plans and specifications funded with the proceeds of

this Agreement will be approved by the NMFA as required by NMSA 1978, § 72-4A-7(B), as amended, or on behalf of the NMFA by the New Mexico Environment Department and the Office of the State of Engineer, and the Borrower/Grantee shall have provided written evidence of such approval to the NMFA; and

(e) Except as otherwise expressly provided in the Conditions, the Borrower/Grantee shall have certified to the Lender/Grantor that the Additional Funding Amount is available for the Project, and, in addition, shall have provided additional evidence reasonably acceptable to the Lender/Grantor of the availability of the Additional Funding Amount; and

(f) The Borrower/Grantee shall be in compliance with the provisions of this Agreement.

(g) Notwithstanding anything in this Agreement to the contrary, the NMFA shall not be obligated to execute the Agreement and may not make the Loan/Grant until the Borrower/Grantee has provided to the NMFA the documents listed on Exhibit "F" attached hereto, all of which must be in form and content acceptable to the NMFA.

Section 4.2 Determination of Eligibility Is Condition Precedent to Disbursement. No request for payment shall be made, nor shall any disbursement be made from the Water Project Fund, for any requisition of any portion of the Loan/Grant Amount, except upon a determination by the NMFA in its sole and absolute discretion that such disbursement is for payment of Eligible Items, and that the request for payment or disbursement does not exceed any limitation upon the amount payable for any Eligible Item pursuant to the Act, the Board Rules, and the Policies governing the Water Project Fund. The NMFA, as a condition precedent to submitting any request for payment to the State Board of Finance or making any requested disbursement from the Water Project Fund, may require submittal of such documentation as the NMFA deems necessary, in its sole and absolute discretion, for a determination whether any requested disbursement is for payment of Eligible Items and is fully consistent with the Act, the Board Rules, and the Policies, as applicable.

ARTICLE V
LOAN TO THE BORROWER/GRANTEE; GRANT TO THE BORROWER/GRANTEE; APPLICATION OF MONEYS

Section 5.1 Loan and Grant to the Borrower/Grantee.

(a) Loan to the Borrower/Grantee. The Lender/Grantor hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from and agrees to pay to the order of the Lender/Grantor, without interest, an amount equal to the Loan Amount, with the principal amount of the Loan Amount being payable as provided by Article VI and Exhibit "B" of this Agreement.

(i) Subordinate Nature of Loan Amount and Administrative Fee Obligation. The obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be subordinate to all other indebtedness secured by the Pledged Revenues existing on the Closing Date and, further, that may in the future be secured by the Pledged

Revenues; except, however, that the obligation of the Borrower/Grantee to make the Loan Payments and to pay the Administrative Fee shall be on parity with any other obligation, present or future, of the Borrower/Grantee to repay a loan provided by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act.

(ii) Administrative Fee. The Borrower/Grantee shall, on an annual basis beginning on the first payment date following the completion of the Project or exhaustion of all Loan/Grant Amounts as set out in Section 5.3 hereof, pay to the Lender/Grantor the Administrative Fee, taking into account both payments made by the Borrower/Grantee and Hardship Waivers granted to the Borrower/Grantee as provided by this Agreement. Any such Administrative Fee payment shall be due irrespective of whether or not a Hardship Waiver is granted to the Borrower/Grantee for the principal payment otherwise due on June 1 of the applicable year or any other year.

(iii) Hardship Waivers of Payment. Each year while any portion of the Loan Amount remains outstanding, no later than April 1 of each such year, the Borrower/Grantee may apply in writing to the NMFA for a determination of whether the annual principal payment on the Loan Amount otherwise due on the upcoming June 1 of such year should be forgiven because such payment would cause undue hardship for the Borrower/Grantee or the public it serves. The Borrower/Grantee shall submit such application to the NMFA for determination with sufficient documentation of the existence of such undue hardship as is reasonably required by the NMFA to make a determination, and the Borrower/Grantee shall promptly respond to additional requests for information from the NMFA. Such application for Hardship Waiver shall be executed by the Authorized Officers of the Borrower/Grantee. An "undue hardship" exists if the NMFA determines that the Borrower/Grantee is facing unforeseen events or an emergency that has caused the Borrower/Grantee to be unable to pay on a timely basis the annual principal payment on the Loan Amount. The NMFA may consult the Department of Finance and Administration in determining whether to grant the Hardship Waiver. The NMFA shall make a determination no later than May 15 of the applicable year, and the NMFA shall promptly communicate to the Borrower/Grantee in writing the results of its determination. Upon receipt of written notice of the determination, either the principal payment otherwise due on June 1 of such year shall be forgiven (in the event of a determination of undue hardship) or the principal payment shall remain outstanding and due and payable on June 1 (in the event no undue hardship is determined to exist).

(b) Grant and Acceptance. The Lender/Grantor hereby grants to the Borrower/Grantee and the Borrower/Grantee hereby accepts from the Lender/Grantor an amount equal to the Grant Amount.

(c) Project Account. The NMFA shall establish and maintain the Project Account as a book account only, on behalf of the Borrower/Grantee, which account shall be kept separate and apart from all other accounts of the NMFA.

(d) Constitutional and Statutory Debt Limitations. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Water Trust Board, the NMFA, the State or the Borrower/Grantee within the meaning of any constitutional or statutory debt limitation.

Section 5.2 Application of Loan/Grant Amount. Following the determination by the NMFA in its sole and absolute discretion that the Conditions to the disbursement of the Loan/Grant Amount have been satisfied, the NMFA shall make an entry in its accounts, and in particular in the Project Account, reflecting the proceeds of the Loan/Grant Amount made available for disbursement from the Water Project Fund to the Borrower/Grantee at its request, and as needed by it to acquire and complete the Project, as provided in Section 7.2 of this Agreement.

Section 5.3 Final Requisition. The Final Requisition shall be submitted by the Borrower/Grantee within the Interim Period. The Interim Period may be extended only as approved in writing by an Authorized Officer of the NMFA, based on the Borrower/Grantee's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Borrower/Grantee resulted in delaying the acquisition and completion of the Project, and submission of the Borrower/Grantee's Final Requisition.

Section 5.4 Investment of Monies. Money in the Water Project Fund, representing proceeds of this Agreement, held and administered by the NMFA, may be invested by the NMFA for the credit of the Water Project Fund.

ARTICLE VI
LOAN PAYMENTS BY THE BORROWER/GRANTEE

Section 6.1 Loan to the Borrower/Grantee; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Borrower/Grantee and the Borrower/Grantee hereby borrows from the NMFA an amount not to exceed the Loan Amount. The Borrower/Grantee promises to pay, but solely from the sources pledged herein, the Loan Payments and the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided. Subject to any outstanding Parity Obligations and Senior Obligations, the Borrower/Grantee does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Borrower/Grantee in and to (i) the Pledged Revenues to the extent required to pay the Loan Payments, and to pay the Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, subject to and subordinate to all other pledges of the Pledged Revenues existing on the Closing Date and, further, that may exist in the future (except only that the pledge of the Pledged Revenues herein shall be on a parity with any other pledge of the Pledged Revenues by the Borrower/Grantee to repay any obligations issued by the Lender/Grantor pursuant to the Act or the Colonias Infrastructure Act); (ii) the Loan/Grant Amount including the Project Account; and (iii) all other rights hereinafter granted, for the securing of the Borrower/Grantee's obligations under this Agreement, including payment of the Loan Payments, Administrative Fees and other amounts owed by the Borrower/Grantee as herein provided, however, that if the Borrower/Grantee, its successors or assigns, shall pay, or cause to be paid, all Loan Payments and Administrative Fees at the time and in the manner contemplated by this Agreement, or shall provide as permitted by Section 6.5 of this Agreement for the payment thereof, and shall pay all other amounts due or to become due under this Agreement in accordance with its terms and provisions then, upon such final payment, this Agreement and the rights created thereby shall terminate; otherwise, this Agreement shall remain in full force and effect.

The schedule of Loan Payments, assuming the disbursal of the entire Loan/Grant Amount within twenty-four (24) months after the Closing Date, identified as the Interim Debt Service Schedule, is attached to this Agreement as Exhibit "B". Within thirty (30) days after the Final Requisition is made, the NMFA shall provide a Final Debt Service Schedule, reflecting the amount of the Loan/Grant Amount actually disbursed to the Borrower/Grantee pursuant to this Agreement. Such Final Debt Service Schedule shall supersede the schedule attached hereto as Exhibit "B". The NMFA shall additionally calculate the amount of the Administrative Fee that has accumulated during that twenty-four (24) month period from the Closing Date, and shall include such amount in the first Loan Payment due from the Borrower/Grantee on the Final Debt Service Schedule.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Borrower/Grantee and the NMFA acknowledge and agree that the obligations of the Borrower/Grantee hereunder are limited to the Pledged Revenues; and that this Agreement with respect to the Loan Amount, the Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided, and that the Agreement shall constitute a special, limited obligation of the Borrower/Grantee. No provision of this Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Borrower/Grantee or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of Borrower/Grantee moneys other than the Pledged Revenues, nor shall any provision of this Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Borrower/Grantee moneys other than the Pledged Revenues. In addition, to the extent not required for the payment of obligations of the Borrower/Grantee hereunder, the Pledged Revenues may be utilized by the Borrower/Grantee for any other purposes permitted by law.

Section 6.2 Deposit of Payments of Loan Amount to Water Project Fund. All Loan Payments made by the Borrower/Grantee to the NMFA to repay the Loan Amount and interest thereon, if any, shall be deposited into the Water Project Fund.

Section 6.3 Manner of Payment. The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in annual installments on June 1 beginning after expiration of the Interim Period and continuing through the expiration of the last Loan Payment due as outlined in the Final Debt Service Schedule. All payments of the Borrower/Grantee hereunder shall be paid in lawful money of the United States of America to the NMFA at the address designated in Section 11.1 of this Agreement or by electronic debit of the account identified in the ACH Authorization. The obligation of the Borrower/Grantee to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder. Notwithstanding any dispute between the Borrower/Grantee and the NMFA, any vendor or any other person, the Borrower/Grantee shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Borrower/Grantee assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 6.4 Borrower/Grantee May Budget for Payments. The Borrower/Grantee may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available

funds to make the Loan Payments and other amounts owed by the Borrower/Grantee hereunder; provided, however, the Borrower/Grantee has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

Section 6.5 No Penalty for Prepayment of the Loan Amount. The Loan Amount shall be pre-payable by the Borrower/Grantee at the conclusion of the Interim Period without penalty.

Section 6.6 Lender/Grantor's Release of Lien and Further Assurances. Upon payment in full of the Loan Amount, Administrative Fee and other amounts owed by the Borrower/Grantee as herein provided in this Agreement and upon written request from the Borrower/Grantee the Lender/Grantor agrees to execute a release of lien and to give such further assurances as are reasonably necessary to ensure that the Lender/Grantor no longer holds or maintains any lien or claim against the Pledged Revenues.

ARTICLE VII
THE PROJECT

Section 7.1 Agreement to Acquire, Complete and Maintain the Project.

(a) The Borrower/Grantee hereby agrees that in order to effectuate the purposes of this Agreement and to acquire and complete the Project it shall take such steps as are necessary and appropriate to acquire, complete, operate and maintain the Project lawfully and efficiently. The Project shall be constructed and completed substantially in accordance with the approved plans and specifications, and shall fully incorporate the available technologies and operational design for water use efficiency described in the approved plans and specifications. The plans and specifications shall be approved by the NMFA or on behalf of the NMFA by the Office of the State Engineer prior to the disbursement of any part of the Loan/Grant Amount for construction of the Project, and the Project shall be constructed and completed substantially in accordance with the approved plans and specifications. No Loan/Grant funds shall be used for items not constituting Eligible Items.

(b) As provided by NMSA 1978, § 72-4A-7(A)(1), as amended, of the Act, the Borrower/Grantee shall operate and maintain the Project in good operating condition and repair at all times during the Useful Life of the Project, so that the Project will function properly over the Useful Life of the Project; provided, that if any portion of the Project will be constructed, located, completed, installed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may, prior to any use of the Loan/Grant funds for the Project on such real property, obtain the written agreement of such other qualifying entity to perform these obligations with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall be subject to approval by the Lender/Grantor and shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 7.2 Accounting for Amounts Credited to the Project Account. So long as no Event of Default shall occur and provided that all Conditions to the disbursement of the Loan/Grant Amount have been satisfied (including approval of the plans and specifications), upon receipt by

the NMFA of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Borrower/Grantee, supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other Project-related activities accomplished as of the date of the disbursement request, the NMFA shall, in its sole and absolute discretion: (1) submit a request for payment to the State Board of Finance for payment; and/or (2) disburse from the Water Project Fund, amounts which together are sufficient to pay the requisition in full. The NMFA shall make the appropriate entry in the Project Account reflecting the amount of the payment. The certification provided pursuant to this Section 7.2 in support of the requisition must be acceptable in form and substance to the NMFA and, at its request, the Water Trust Board. The Borrower/Grantee shall provide such records or access to the Project as the NMFA, and, at its request, the Water Trust Board, in the discretion of each, may request in connection with the approval of the Borrower/Grantee's requisition requests made hereunder.

Section 7.3 No Disbursement for Prior Expenditures Except upon Approval. No disbursement shall be made from the Water Project Fund of the Loan/Grant Amount, or any portion thereof, without the written approval of the NMFA and, at its request, the Water Trust Board, to reimburse any expenditure made prior to the Closing Date.

Section 7.4 Borrower/Grantee Reporting to Lender/Grantor. During the implementation, installation and construction of the Project, the Borrower/Grantee shall provide the Lender/Grantor with a quarterly written report executed by an Authorized Officer of the Borrower/Grantee, in the form attached as Exhibit "D" hereto or in another form reasonably acceptable to the Lender/Grantor, describing the status of the Project as of the report date, uses of Loan/Grant funds during the quarterly period ending on the report date, and requests for distributions of Loan/Grant funds anticipated to occur during the quarterly period immediately following the report date. The first quarterly report shall be due on September 30, 2025, and subsequent reports shall be due on each March 31, June 30, September 30 and December 31 thereafter until the report date next following final distribution of the Loan/Grant funds. No reports shall be required after the report date next following final distribution of the Loan/Grant Funds, unless specifically required by the NMFA or the Water Trust Board. The description of the status of the Project in each quarterly report shall include, among other information, (a) a comparison of actual and anticipated requests for distributions of Loan/Grant funds as of the report date with those anticipated as of the Closing Date, (b) a description of actual and anticipated changes in the cost estimates for the Project as of the report date compared with those anticipated as of the Closing Date, (c) a description of the percentage of completion of the Project; and (d) a timeline of projected milestones.

Section 7.5 Completion of Disbursement of Loan/Grant Funds. Upon completion of the Project an Authorized Officer of the Borrower/Grantee shall deliver a certificate to the NMFA substantially in the form of Exhibit "E" attached hereto, stating that, to his or her knowledge, either (1) the Project has been completed, or (2) that the portion of the Loan/Grant Amount needed to complete the Project has been disbursed in accordance with the terms of this Agreement. No portion of the Loan/Grant Amount shall be disbursed after expiration of the Interim Period.

Section 7.6 Application of Project Account Subsequent to Disbursement of Loan/Grant Funds; Termination of Pledge.

(a) Upon the completion of the Project as signified by delivery of the completion certificate required by Section 7.5 hereof, the NMFA shall determine, by reference to the Project Account, whether any portion of the authorized Loan/Grant Amount remains unexpended and shall dispose of such unexpended proceeds in accordance with law.

(b) In the event that a portion of the Loan/Grant Amount remains unexpended after the expiration of the Interim Period, the NMFA shall dispose of such funds in accordance with law.

Upon the occurrence of either event described in (a) or (b) above, the NMFA shall make the appropriate entry in the Project Account and, upon such entry, the pledge of the Loan/Grant Amount established in this Agreement shall terminate.

ARTICLE VIII
COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 8.1 Further Assurances and Corrective Instruments. The Lender/Grantor and the Borrower/Grantee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues and for carrying out the intention hereof.

Section 8.2 Representatives of Lender/Grantor or of Borrower/Grantee. Whenever under the provisions hereof the approval of the Lender/Grantor or the Borrower/Grantee is required, or the Borrower/Grantee, or the Lender/Grantor is required to take some action at the request of either of them, such approval or such request shall be given for the Lender/Grantor or for the Borrower/Grantee, by an Authorized Officer of the Lender/Grantor or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 8.3 Selection of Contractors. All contractors providing services or materials in connection with the Project shall be selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, shall be selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

Section 8.4 Non-Discrimination in Employment. Except as otherwise specifically provided in the laws, statutes, ordinances or regulations of the Borrower/Grantee, the Borrower/Grantee shall require in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party that there shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.

Section 8.5 Little Miller Act. To the extent NMSA 1978, § 13-4-1 et seq., (the "Little Miller Act") is applicable to the Project, the Borrower/Grantee shall comply with the requirements of the "Little Miller Act". If bonding requirements of the Little Miller Act are not applicable to the Project, the Borrower/Grantee will require that the contractor to whom is given any contract for construction appertaining to the Project supply a performance bond or bonds satisfactory to the Borrower/Grantee. Any sum or sums derived from said performance bond or bonds shall be used within six (6) months after such receipt for the completion of said construction, and if not so used within such period, shall be treated as Gross Revenues.

Section 8.6 Required Contract Provisions. The Borrower/Grantee shall require the following provisions in any contract or subcontract executed in connection with the Project to which the Borrower/Grantee is a party:

(a) There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin; and

(b) Any contractor or subcontractor providing construction services in connection with the Project shall post a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

(c) Any contractor or subcontractor providing construction services in connection with the Project shall comply with the prevailing wage laws in accordance with the requirements of NMSA 1978, § 13-4-11, as amended.

Section 8.7 Application of Act and Board Rules. While this Agreement is outstanding, the Lender/Grantor and the Borrower/Grantee expressly acknowledge that this Agreement is governed by provisions and requirements of the Act and the Board Rules, as amended and supplemented, and all applicable provisions and requirements of the Act and Board Rules are incorporated into this Agreement by reference.

Section 8.8 Continuing Disclosure. The Borrower/Grantee shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: annual audits and notification of any event deemed material by the NMFA, including but not limited to, any event which may or does affect the Pledged Revenues, the ability of the Borrower/Grantee to repay the loan, and the default of the Borrower/Grantee in performance or observance of any covenant, term, or condition contained in any other loan agreement.

ARTICLE IX
INSURANCE; NON-LIABILITY OF LENDER/GRANTOR

Section 9.1 Insurance. The Borrower/Grantee shall carry general liability insurance or participate in the State's risk-management program and, to the extent allowed by the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-30, as amended, shall and hereby agrees to name the Lender/Grantor as an additional insured with respect to all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition, completion or implementation of the Project or otherwise during the Agreement Term; provided, that if any

portion of the Project will be constructed, located, completed or extended on real property owned by a qualifying entity (as defined by the Act) other than the Borrower/Grantee, the Borrower/Grantee may obtain the written agreement of such other qualifying entity to perform these insurance/risk-management program requirements for Borrower/Grantee with respect to such real property (and the portion of the Project to be constructed, located, completed or extended on such real property), which written agreement shall include an express statement by such other qualifying entity that the Lender/Grantor is a third party beneficiary of such written agreement.

Section 9.2 Non-Liability of Lender/Grantor.

(a) Lender/Grantor shall not be liable in any manner for the Project, Borrower/Grantee's use of the Loan/Grant, the acquisition, implementation, construction, installation, ownership, operation or maintenance of the Project, or any failure to act properly by the Borrower/Grantee or any other owner or operator of the Project.

(b) Lender/Grantor shall not be liable for the refusal or failure of any other agency of the State to transfer any portion of the Loan/Grant Amount in its possession, custody and control to the NMFA for disbursement to the Borrower/Grantee, or to honor any request for such transfer or disbursement of the Loan/Grant Amount.

(c) From and to the extent of the Pledged Revenues, and to the extent permitted by law, the Borrower/Grantee shall and hereby agrees to indemnify and save the NMFA harmless against and from all claims, by or on behalf of any person, firm, corporation, or other legal entity, arising from the acquisition or operation of the Project during the Agreement Term, from: (i) any act of negligence or other misconduct of the Borrower/Grantee, or breach of any covenant or warranty by the Borrower/Grantee hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan/Grant Agreement proceeds and interest on the investment thereof. The Borrower/Grantee shall indemnify and save the NMFA harmless, from and to the extent of the available Pledged Revenues, and to the extent permitted by applicable law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA, shall defend the NMFA in any such action or proceeding.

ARTICLE X
EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. Any one of the following shall be an "Event of Default" under this Agreement:

(a) Failure by the Borrower/Grantee to pay any amount required to be paid under this Agreement on the date on which it is due and payable;

(b) Failure by the Borrower/Grantee to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower/Grantee by the Lender/Grantor unless the Lender/Grantor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated

in the notice can be wholly cured within a period of time not materially detrimental to the rights of the Lender/Grantor but cannot be cured within the applicable thirty (30) day period, the Lender/Grantor will not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Borrower/Grantee within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Borrower/Grantee is unable to carry out the agreements on its part herein contained, the Borrower/Grantee shall not be deemed in default under this paragraph 10.1(b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Borrower/Grantee contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material respect;

(d) A petition is filed against the Borrower/Grantee under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

(e) The Borrower/Grantee files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or

(f) The Borrower/Grantee admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Borrower/Grantee for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

(g) Default by the Borrower/Grantee in performance or observance of any covenant contained in any other loan agreement, document or instrument of any type whatsoever evidencing or securing obligations of the Borrower/Grantee to the NMFA.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the Lender/Grantor may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any obligations of the Borrower/Grantee in this Agreement:

(a) File a mandamus proceeding or other action or proceeding or suit at law or in equity to compel the Borrower/Grantee to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein;

(b) Terminate this Agreement;

(c) Cease disbursing any further amounts from the Project Account;

(d) Demand that the Borrower/Grantee immediately repay the Loan/Grant Amount or any portion thereof if such funds were not utilized in accordance with this Agreement;

(e) File a suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Lender/Grantor;

(f) Intervene in judicial proceedings that affect this Agreement or the Pledged Revenues; or

(g) Cause the Borrower/Grantee to account as if it were the trustee of an express trust for all of the Pledged Revenues;

(h) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Agreement or to enforce any other of its rights hereunder; or

(i) Apply any amounts in the Project Account toward satisfaction of any and all fees and costs incurred in enforcing the terms of this Agreement.

Section 10.3 Limitations on Remedies. A judgment requiring payment of money entered against the Borrower/Grantee shall be paid from only available Pledged Revenues unless the Borrower/Grantee in its sole discretion pays the judgment from other available funds.

Section 10.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Lender/Grantor is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Borrower/Grantee or the Lender/Grantor to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The Lender/Grantor may, in its sole discretion, waive any Event of Default hereunder and the consequences of any such Event of Default; provided, however, all expenses of the Lender/Grantor in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by a written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the Lender/Grantor, on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Lender/Grantor shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other

party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses. In the event that the Borrower/Grantee shall default under any of the provisions hereof and the NMFA shall employ attorneys or incur other expenses for the collection of payments hereunder, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower/Grantee herein contained, the Borrower/Grantee agrees that it shall, on demand therefor, pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Borrower/Grantee under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues of the Borrower/Grantee.

ARTICLE XI
MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Borrower/Grantee, to:

City of Santa Fe
Attn.: Finance Director
200 Lincoln Ave
Albuquerque, New Mexico 87501

If to the NMFA, then to:

New Mexico Finance Authority
Attn.: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

The Borrower/Grantee or the Lender/Grantor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Lender/Grantor and the Borrower/Grantee and their respective successors and assigns, if any.

Section 11.3 Integration. This Agreement and any other agreements, certifications and commitments entered into between the Lender/Grantor and the Borrower/Grantee on the Closing Date constitute the entire agreement of the parties regarding the Loan/Grant and the funding of the Project through the Loan/Grant as of the Closing Date, and the terms of this Agreement supersede any prior applications, discussions, understandings or agreements between or among the parties in connection with the Loan/Grant, to the extent such prior applications, discussions, understandings or agreements are inconsistent with this Agreement.

Section 11.4 Amendments. This Agreement may be amended only with the written consent of both of the parties hereto. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Agreement.

Section 11.5 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the Lender/Grantor, either directly or through the NMFA, or against any officer, employee, director or member of the Borrower/Grantee, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Borrower/Grantee or of the NMFA is hereby expressly waived and released by the Borrower/Grantee and by the NMFA as a condition of and in consideration for the execution of this Agreement.

Section 11.6 Severability. In the event that any provision of this Agreement, other than the obligation of the Borrower/Grantee to make the Loan Payments and the Administrative Fee hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.7 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.8 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.9 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 11.10 Further Assurances and Corrective Instruments. The NMFA and the Borrower/Grantee will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof.

Section 11.11 NMFA and Borrower/Grantee Representatives. Whenever under the provisions hereof the approval of the NMFA or the Borrower/Grantee is required, or the Borrower/Grantee or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Borrower/Grantee by an Authorized Officer of the NMFA or the Borrower/Grantee, as the case may be, and any party hereto shall be authorized to act on any such approval or request.

Section 11.12 CONSENT TO JURISDICTION. THE BORROWER/GRANTEE IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE DOCUMENTS SIGNED IN CONNECTION WITH THIS TRANSACTION WILL BE LITIGATED IN THE FIRST JUDICIAL DISTRICT COURT, SANTA FE COUNTY, NEW MEXICO, PURSUANT TO NMSA 1978, § 6-21-26.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the NMFA, on behalf of itself, has executed this Agreement, which was approved by the Water Trust Board on August 7, 2024 and by the NMFA's Board of Directors on August 29, 2024, in its corporate name by its duly authorized officer; and the Borrower/Grantee has caused this Agreement to be executed in its corporate name and the seal of the Borrower/Grantee affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

LENDER/GRANTOR:

NEW MEXICO FINANCE AUTHORITY

By_____
Marquita D. Russel, Chief Executive Officer

PREPARED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

Sutin, Thayer & Browne A Professional Corporation
As Loan/Grant Counsel

By_____
Suzanne Wood Bruckner

APPROVED FOR EXECUTION BY OFFICERS OF THE
NEW MEXICO FINANCE AUTHORITY:

By_____
Susan G. Pittard, Associate Counsel

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 9, 2025 08:56 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT "A"

TERM SHEET

$5,500.000 WATER PROJECT FUND LOAN/GRANT TO THE CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

Project Description:	The Project is for flood prevention. The Loan/Grant Amount will be used only for Eligible Items necessary to complete the Project. In particular, the Project will consist of constructing repairs to Nichols Dam outlet conduit including sealing conduit joints, conduit lining and installing filter diaphragm around outlet conduit, and shall include such other related work and revisions necessary to complete the Project. The Project may be further described in the Application and in the final plans and specifications for the Project approved by the Water Trust Board and the NMFA as provided by this Agreement. However, in the event of any inconsistency, the description of the Project as stated in this Term Sheet shall control.
Grant Amount:	$3,300,000
Loan Amount:	$2,200,000
Pledged Revenues:	"Pledged Revenues" means the Net Revenues of the System of the Borrower/Grantee pledged to the payment of the Loan Payments and Administrative Fees pursuant to the Ordinance and the Agreement.
Outstanding Senior Obligations for Pledged Revenues:	City of Santa Fe, New Mexico Water Utility System Refunding Revenue Bonds, Series 2016, DW-1475, DW-2696[, NMED Loan CWSRF 140]
Outstanding Parity Obligations:	
Authorizing Legislation:	Borrower/Grantee Ordinance No. _____, adopted June 11, 2025
Additional Funding Amount:	$13,840,601
Closing Date:	July 25, 2025
Project Account Amount:	$5,500,000

Expense Account Deposit: $0.00

Administrative Fee: .25%

Conditions to be satisfied prior to first disbursement of Loan/Grant funds: Delivery to NMFA of (i) a copy of the agenda of the meeting of the Governing Body at which the Ordinance was adopted and at which this Agreement, the Ordinance and all other Loan/Grant documents were authorized by the Governing Body (the "Meeting"), certified as a true and correct copy by the City Clerk of the Borrower/Grantee, (ii) a copy of the minutes or record of proceedings of the Meeting, approved and signed by the Mayor and attested to by the City Clerk of the Borrower/Grantee, and (iii) a copy of the notice of meeting for the Meeting evidencing compliance with the Borrower/Grantee's Open Meetings standards in effect on the date of the Meeting.

Other Conditions applicable to the Loan/Grant: All Conditions defined in the Agreement.

EXHIBIT "B"

PAYMENT PROVISIONS OF THE LOAN

The Loan Amount and Administrative Fee shall be payable by the Borrower/Grantee to the Lender/Grantor in twenty (20) annual installments of principal pursuant to the attached debt service schedule, beginning June 1, 2028 and ending June 1, 2047. The Loan Amount shall be pre-payable upon expiration of the Interim Period without penalty. The Administrative Fee shall be due and payable annually on June 1 of each year while the Loan, or any portion thereof, remains outstanding.

[ATTACH DEBT SERVICE SCHEDULE OR INTERIM DEBT SERVICE SCHEDULE]

EXHIBIT "C"

FORM OF REQUISITION
(Water Project Fund)

RE: $5,500,000 Loan/Grant Agreement by and between the New Mexico Finance Authority, as Lender/Grantor, and the City of Santa Fe, New Mexico, as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6316 Closing Date: July 25, 2025

TO: NEW MEXICO FINANCE AUTHORITY

You are hereby authorized to disburse from the Project Account with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION

REQUISITION NO. _____ PAYMENT AMOUNT: $_____

PAYEE'S NAME: _____
PAYEE'S ADDRESS: _____
_____

II. REQUISITION INFORMATION (complete for all payments)

- *Attach proof of expenditures (cancelled check, wire transfer receipt, bank ledger, etc.).*
- *List all Vendors, Payment Purposes, or Eligible Item Categories below or attach separate page or spreadsheet if needed.*

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

Vendor Name _____
Total Amount $_____ Invoice No.(s) _____
Purpose of Payment _____
Eligible Item Category _____

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. MATCH INFORMATION

AMOUNT OF LOCAL MATCH EXPENDED SINCE LAST REQUISITION: $_____

Attach proof of expenditures for hard match (detailed invoices, cancelled checks, wire transfer receipt, bank statement, etc.) and written certification of type and value of any soft match.

AMOUNT OF LOCAL MATCH EXPENDED TO DATE: $_____

TOTAL REQUIRED MATCH: $13,840,601

V. VERIFICATION AND AUTHORIZATION

Each obligation, item of cost or expense mentioned herein is for a loan/grant made by the Lender/Grantor pursuant to the Water Project Finance Act to the Borrower/Grantee within the State of New Mexico, is due and payable, has not been the subject of any previous requisition, and is a proper charge against the Project Account. All representations contained in the Agreement and the related closing documents remain true and correct, and the Borrower/Grantee is not in breach of any of the covenants contained therein.

The proceeds of the Loan/Grant are to be used to pay the costs of Eligible Items, as defined in the Agreement. Eligible Items include (1) planning, designing, construction, improving or expanding a qualified project; (2) developing engineering feasibility reports for Qualified Projects; (3) inspecting construction of Qualified Projects; (4) providing professional services; (5) completing environmental assessments or archeological clearances and other surveys for Qualified Projects; (6) acquiring land, easements or rights of way; (7) eligible legal costs associated with development of Qualified Projects, within limits set forth in the Loan/Grant Agreement.

All construction and all installation of equipment with proceeds of the Loan/Grant has or will be used in accordance with plans and/or specifications approved on behalf of the New Mexico Finance Authority by the New Mexico Environment Department and/or the Office of the State Engineer, has or will be acquired in compliance with applicable procurement laws and regulations, and has or will be inspected and approved in accordance with applicable laws and regulations.

Capitalized terms used herein, are used as defined or used in the Loan/Grant Agreement.

DATE: _____ _____

AUTHORIZED OFFICER
(As Provided in the Loan/Grant Agreement)
Print Name:_____
Print Title: _____

EXHIBIT "D"

WATER PROJECT FUND STATUS REPORT
PREPARED FOR THE
NEW MEXICO FINANCE AUTHORITY

Fund Recipient: City of Santa Fe **Contact Name:** **Title:** **Email Address:**	**Project Number**: WPF-6316 **Project Name**: Nichols Dam Repair **Project Type**: Construction

Reporting Period: From _____ **To**_____

☐ Quarterly Project Report: ☐1st ☐2nd ☐3rd ☐4th

☐ Final Project Report ☐ Other _____

WPF Funding Expiration: _____

Total WPF Award: $5,500,000 **Current Balance**: $_____

Loan 40% Grant 60% Match $13,840,601

Expected WPF Award Expenditure Next Quarter: $_____

Local Match Expenditure: To Date $_____ **Next Quarter** $_____

Project Phase: ☐Planning ☐ Design ☐ Construction

PROJECT COMPLETION: Original Date _____ **Current Date**_____

_____**% Complete Days Remaining to Complete** _____ **On Schedule?** ☐**Yes** ☐**No**

Briefly Describe Project Progress During This Reporting Period:

Issues Addressed During This Reporting Period, including any current or anticipated issues that remain unresolved:

Goals/Milestones, With Timeline or Dates, For The Next Reporting Period:

Authorized Officer **PRINT NAME:**_____

PRINT TITLE:_____

SIGNATURE:	**Date:**

All fields must be completed.

EXHIBIT "E"

FORM OF CERTIFICATE OF COMPLETION

RE: $5,500,000 Loan/Grant Agreement by and between the NMFA, as Lender/Grantor, and the City of Santa Fe, New Mexico as Borrower/Grantee (the "Agreement" or "Loan/Grant Agreement")

Loan/Grant No. WPF-6316

Closing Date: July 25, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

Borrower/Grantee, hereby certify as follows:

1. The project described in the Loan/Grant Agreement (the "Project"), or the applicable phase of the project if funding was for a phased Project, was completed and placed in service on _____, 20___.

2. The total cost of the Project was $ _____.

3. Cost of the Project paid from the Loan/Grant Amount was $ _____.

4. Cost of the Project paid from the Additional Funding Amount was $ _____.

5. The portion of the Loan/Grant Amount unexpended for the Project is $ _____.

6. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan/Grant Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

By: _____

Its: _____

EXHIBIT "F"

DOCUMENTS

1. Open Meetings Act Resolution No. 2025-5 adopted by the Borrower/Grantee on January 15, 2025

2. Ordinance No. _____ adopted on June 11, 2025, Notice of Meeting, Meeting Agenda, Minutes and Affidavit of Publication of Notice of Adoption of Ordinance in the *Santa Fe New Mexican*

3. Loan/Grant Agreement

4. General and No Litigation Certificate of the Borrower/Grantee

5. Delivery, Deposit and Cross-Receipt Certificate

6. Right of Way Certificate (to be executed prior to construction funding)

7. Final Opinion of Counsel for the Borrower/Grantee

8. Approving Opinion of Sutin, Thayer & Browne A Professional Corporation, Loan/Grant Counsel to the NMFA

9. NMFA Application and Project Approval (informational only)

FIR No. 10674

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Acceptance of a loan and grant for $5.5 Million Dollars for Nicols Dam Repair Project

Sponsor(s): Councilor Carol Romero-Wirth

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Alan Hook, Water Resources Coordinator **Date:** 4/23/2025

Phone: (505) 955-4205

Reviewed by City Attorney: Marcos Martinez **Date:** 05/09/2025
Marcos Martinez (May 9, 2025 11:24 MDT)

Reviewed by Finance Director: Emily K. Oster **Date:** _____

Summary:
This bill would authorize the execution and delivery of both a water project fund loan as well as a grant between the New Mexico Finance Authority ("NMFA") and the City of Santa Fe ("City') in the total, combined amount of five million, five-hundred thousand dollars ($5,500,000) for the purpose of financing the cost of repairs to Nichols Dam outlet conduit. Additionally, the bill specifies that the loan, in the amount of two million, two-hundred thousand dollars ($2,200,000), and the grant, in the amount of three million, three-hundred thousand dollars ($3,300,000) would be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). Pursuant to the loan debt, the bill pledges that the City would repay the loan amount and the associated administrative fee solely from the net revenues of the City's water utility enterprise fund. The goal of the Nichols Dam Repair Project is to repair the outlet conduit and upgrade the dam safety rating to satisfactory. Specific repairs to Nichols Dam include the sealing of conduit joints, conduit lining, and the installation of filter diaphragm around the outlet conduit.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City will not authorize the water project funds for a total of five million five hundred thousand dollars ($5,500,000) in the form of a loan in the amount of two million, two hundred thousand dollars ($2,200,000) and a grant in the amount of three million, three hundred thousand dollars ($3,300,000). Without these funds, the City will need to utilize cash reserves, putting pressure on the water utility to raise rates, impacting water utility customers. The project is necessary for the continued operation of Nichols Dam & Reservoir and for the safety of a High Hazard Dam above the city of Santa Fe.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Resolution 2023-43 approved the application for Water Trust Board funding, and Resolution 2023-32 identified Project ID #33721, "Nichols Outlet Rehabilitation Project", as a City priority on its Infrastructure

Capital Improvement Plan.

Performance and Administrative Implications:
Water Division staff will submit contractor invoices for reimbursement toward construction of the Nichols Dam Repair Project. Staff will also be required to submit quarterly compliance reports on the progress of the final completion of the project within two years.

Fiscal Implications:
If this bill is adopted, the City will accept funds from NMFA in the total amount of five million, five hundred thousand dollars ($5,500,000) for the purpose of making necessary repairs to the Nichols Dam outlet conduit. These funds take the form of two agreements—a loan for two million, two hundred thousand dollars ($2,200,000) and a grant for three million, three hundred thousand dollars ($3,300,000). The loan agreement is to be paid back within twenty years at an interest rate of 0.25%.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$ 2,200,000	$		NR	505	
Operating	$	$	$				$
Total:	$	$ 2,200,000	$				$ 2,200,000

Expenditure Narrative:
The loan repayment begins after closing of the loan/grant agreement in July, 2025, and repayment will come from the water utility enterprise fund over a 20-year term at an interest rate of 0.25% for the $2,200,000 portion of the loan debt.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$ 3,300,000	$	NR	505
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
Should the Governing Body adopt this resolution, the City will receive three million three-hundred thousand dollars ($3,300,000) grant funding to support water project funds toward the Nichols Dam Repair Project.

Signature: 

Email: jdroach@santafenm.gov

Signature:

Email: aghook@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: April 24, 2025

To: Governing Body; Public Works and Utilities Committee; Finance Committee

From: Jesse Roach, Interim Public Utilities Director JR

RE: Wastewater rate adjustments

EXECUTIVE SUMMARY:
This bill would increase the rates for wastewater utility service for the next ten years. The average wastewater bill would increase about $1 per month each year, going from $21 per month in 2025 to $29 per month in 2034.

BACKGROUND AND JUSTIFICATION:
In the past several years the Paseo Real Water Reclamation Facility (PRWRF) has experienced operational disruptions resulting in difficulties meeting water quality standards in effluent discharged to the lower Santa Fe River. As a result of these noncompliance events, The City received an Administrative Order from the federal Environmental Protection Agency in March of 2024 and an Administrative Compliance Order from the New Mexico Environment Department in May of 2024.

These disruptions have been addressed in the short term, and PRWRF has met E.coli discharge standards for more than 6 months, but a long-term solution is needed. That solution must address updates to ageing and in some cases obsolete infrastructure at PRWRF. This solution may take the form of a large rehabilitation, or a replacement of some or all plant components. Based on a recent study done at PRWRF by Carollo Engineering, the cost of rehabilitation is estimated to be on the order of 180 million dollars. Although the specific infrastructure solution decision is waiting on additional information gathering efforts currently underway, 180 million is assumed to be the minimum utility investment that will be required to achieve a long-term solution.

Current wastewater rates do not generate sufficient revenue to fund this capital investment need. Based on consultant analysis, staff recommend ten years of annual 4% increases to wastewater revenues starting as soon as possible to fund these improvements. Low interest loans are currently being put in place to fund a large portion of this investment, and the ability to secure and pay for the loans will require increased revenues. The result of this rate increase for an average wastewater user (2800 gallons wastewater generated per month) will be approximately $1/month increase each year, taking the bill from $21 per month in 2025 to $29 per month in 2034.

ATTACHMENTS:
Bill
FIR

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-11

INTRODUCED BY:

Mayor Alan Webber

Councilor Romero-Wirth

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Chapter 22, Exhibit A, Subsections 1 and 2, SFCC 1987 (being Ordinance 1997-16) are amended as follows:

1. Introduction.

The intent of this schedule is to consolidate in one document all information regarding sanitary sewer rates, fees and penalties. In addition, when applicable, formulas and procedures used to arrive at the different dollar figures have been shown in detail.

[~~Currently, the sewer rates, fees and penalties are scattered throughout Chapter 22 of the Code. This has in many instances caused confusion to those unfamiliar with the legal language and format of the Code~~.]

2. Noncompliance with Notice to Connect to Sewer ([~~Subs~~] Section 22-3.5, SFCC 1987).

2.1. The amount expended by the city shall bear the interest rate of six percent per year from the completion of the work until paid.

underscored material = new [~~bracketed material~~] = delete

[~~This document~~] Exhibit A has been organized to present the different rates, fees and penalties, along with formulas and procedures used to arrive at them, in a more user-friendly fashion. The different rates, fees and penalties are presented in the same order as they appear in the Code.

Section 2. Chapter 22, Exhibit A, Subsection 3, SFCC 1987 (being Ordinance 1999-16) is amended to read as follows:

3. Septage (Septic Tank Waste) Discharge Fee.

Septage regulations adopted by the [~~council~~] governing body, and made effective [~~September 14, 1992~~] July 1, 2025, provide for the discharge of septage at the city-designated facility to be subject to [~~a~~] user fees [~~described and amended below~~] in the following table. Charges are in 2000-gallon increments, such that a load of 10 gallons and 2000 gallons have the same fee, as do loads of 2010 gallons and 4,000 gallons.

[~~3.1. Loads up to two thousand gallons, shall be charged forty-one dollars and five cents ($41.05) per load.~~

~~3.2. Loads larger than two thousand gallons shall pay an additional forty-one dollars and five cents ($41.05) for every incremental load of two thousand gallons or a fraction thereof in excess of the first two thousand gallons.~~

~~3.3. After-hours emergency discharges shall be subject to a fee of one hundred ten dollars and eighty-two cents ($110.82) per load up to two thousand gallons.~~

~~3.4. After-hours emergency discharges of loads larger than two thousand gallons shall be assessed one hundred ten dollars and eighty-two cents ($110.82) plus forty-one dollars and five cents ($41.05) for every incremental load of two thousand gallons or a fraction thereof in excess of two thousand gallons.~~]

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	Business Hours	**After-hours Emergency**
Effective Date	Charge per 2000 gallons or fraction thereof	Charge per each 2000 gallons or fraction thereof
September 14, 1992	$41.05	$110.82
July 1, 2025	$42.69	$115.25
July 1, 2026	$44.40	$119.86
July 1, 2027	$46.18	$124.66
July 1, 2028	$48.02	$129.64
July 1, 2029	$49.94	$134.83
July 1, 2030	$51.94	$140.22
July 1, 2031	$54.02	$145.83
July 1, 2032	$56.18	$151.66
July 1, 2033	$58.43	$157.73
July 1, 2034	$60.76	$164.04

3.[~~5~~]1. In accordance with the Gross Receipts and Compensating Tax Act, Section 7-9-4.1 NMSA 1978, [~~and effective July 1, 1996,~~] a surcharge of up to the Santa Fe county gross receipts taxation, [~~5.26~~] 6.875 percent in 2025 and adjusted accordingly, shall be imposed on each billing rendered in accordance with this section.

Section 3. Chapter 22, Exhibit A, Subsections 4 and 5 (being Ordinance 2003-19 § 14 and Ordinance 1997-16, respectively), SFCC 1987 are included for reference without changes:

4. Penalty for Violation of this Chapter.

4.1. Any person convicted of violating the provisions of this chapter shall be sentenced as provided by subsection 1-3.1 SFCC 1987. Fines shall not be less than two hundred fifty dollars ($250.00) per violation. Each violation shall be a separate distinct offense.

5. Private Sewer Construction Permit Fee.

5.1. Fees for private sewer construction permits shall be assessed in the same manner as those fees established for sanitary sewer service connections.

Section 4. Chapter 22, Exhibit A, Subsection 6, SFCC 1987 (being Ordinance

2003-19, § 15) is amended to read as follows:

6. Construction Inspection Fee.

6.1. For each inspection made by the planning and land use department staff, the city shall assess a fee of [~~forty~~] sixty dollars ([~~$40.00~~] $60.00) per service connection. For a[~~A~~]ll subsequent reinspections due to unacceptable construction or noncompliance with the City Code or city regulations and standards, the city shall assess an additional inspection fee as described above.

Section 5. Chapter 22, Exhibit A, Subsection 7, SFCC 1987 (being Ordinance 2018-4, § 11) is amended to read as follows:

7. Wastewater Utility Expansion Charge (UEC).

7.1. Except as set forth in Section 7.3, the wastewater utility expansion charge (UEC) applies to customers within the corporate limits of the city of Santa Fe, New Mexico and to customers in those areas outside the corporate limits to which wastewater service has been authorized by action of the governing body of the city of Santa Fe as follows:

7.1.1. New customers connecting to the city's wastewater system; and

7.1.2. Existing customers if there is an increase in the number of dwelling units or an increase in the size of the nonresidential water meter; however, the charge shall reflect only the increase in the number of dwelling units or the increase in the size of the meter.

7.2. Waiver of UEC fees shall comply with the following provisions:

7.2.1 The UEC shall be waived for the following:

A. Santa Fe Homes Program for-sale or for-rent units as defined in Section 26-1 SFCC 1987;

B. Housing opportunity program home or housing opportunity program rental unit subject to a valid housing opportunity program agreement;

C. A low-priced dwelling unit as defined in Section 26-2 SFCC 1987;

D. A qualifying project within the Midtown LINC Overlay District as defined in Subsection 14-5.5(D)(4)(b) SFCC 1987.

7.2.2 The UEC may be waived at the discretion of the governing body for the following:

A. A qualifying economic development project as defined in Subsection 11-11.4 SFCC 1987.

7.2.3. Application for waivers of the UEC shall be made at the time of application for a building permit. Applications shall be reviewed by the office of affordable housing.

7.3 The UEC shall be as follows:

7.3.1. Single-Family Detached Dwelling Unit or Accessory Dwelling Unit As defined in Chapter 14 SFCC 1987.

~~(Heated Living Area)~~	~~Charge per unit~~
~~0 - 1,500 Sq. Ft.~~	~~$499~~
~~1,501 - 2,000 Sq. Ft.~~	~~$735~~
~~2,001 - 2,500 Sq. Ft.~~	~~$911~~
~~2,501 - 3,000 Sq. Ft.~~	~~$1,052~~
~~3,001 - 3,500 Sq. Ft.~~	~~$1,169~~
~~3,501 - 4,000 Sq. Ft.~~	~~$1,269~~
~~4,001 - 4,500 Sq. Ft.~~	~~$1,357~~
~~4,501 or more Sq. Ft.~~	~~$1,435~~

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Single Family Detached Dwelling Unit or Accessory Dwelling Unit UEC Fee per year, per square feet								
	Heated Living Area in Square Feet (ft^2)							
Effective Date	0-1500 ft^2	1501 to 2000 ft^2	2001 to 2500 ft^2	2501 to 3000 ft^2	3001 to 3500 ft^2	3501 to 4000 ft^2	4001 to 4500 ft^2	4501 ft^2 and up
Sept. 14,1992	$499	$735	$911	$1,052	$1,169	$1,269	$1,357	$1,435
July 1, 2025	$519	$764	$947	$1,094	$1,216	$1,320	$1,411	$1,492
July 1, 2026	$540	$795	$985	$1,138	$1,264	$1,373	$1,468	$1,552
July 1, 2027	$561	$827	$1,025	$1,183	$1,315	$1,427	$1,526	$1,614
July 1, 2028	$584	$860	$1,066	$1,231	$1,368	$1,485	$1,587	$1,679
July 1, 2029	$607	$894	$1,108	$1,280	$1,422	$1,544	$1,651	$1,746
July 1, 2030	$631	$930	$1,153	$1,331	$1,479	$1,606	$1,717	$1,816
July 1, 2031	$657	$967	$1,199	$1,384	$1,538	$1,670	$1,786	$1,888
July 1, 2032	$683	$1,006	$1,247	$1,440	$1,600	$1,737	$1,857	$1,964
July 1, 2033	$710	$1,046	$1,297	$1,497	$1,664	$1,806	$1,931	$2,042
July 1, 2034	$739	$1,088	$1,349	$1,557	$1,730	$1,878	$2,009	$2,124

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7.3.2. Multi-Family Dwelling Unit [~~- $561 per unit~~].

Includes apartment, condominium, single-family, attached and residential studio units.

Multi-Family UEC Fee Schedule, per unit,	
Effective Date	**Multi-Family UEC Fee**
September 14, 1992	$561 per unit
July 1, 2025	$583 per unit
July 1, 2026	$607 per unit
July 1, 2027	$631 per unit
July 1, 2028	$656 per unit
July 1, 2029	$683 per unit
July 1, 2030	$710 per unit
July 1, 2031	$738 per unit
July 1, 2032	$768 per unit
July 1, 2033	$798 per unit
July 1, 2034	$830 per unit

7.3.3. Mobile Home [~~Park Pad~~] Stand [~~- $902 per unit~~].

Mobile Home Park Stand UEC Fee Schedule, Per Unit	
Effective Date	**Mobile Home Park Pad UEC Fee**
September 14, 1992	$902 per unit
July 1, 2025	$938 per unit
July 1, 2026	$976 per unit
July 1, 2027	$1015 per unit
July 1, 2028	$1055 per unit
July 1, 2029	$1097 per unit
July 1, 2030	$1141 per unit
July 1, 2031	$1187 per unit
July 1, 2032	$1234 per unit
July 1, 2033	$1284 per unit
July 1, 2034	$1335 per unit

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7.3.4. Nonresidential (meter size) - Charge per meter.

~~⅝" × ¾"~~	~~$876~~
~~1"~~	~~$2,190~~
~~1½"~~	~~$4,380~~
~~2"~~	~~$7,008~~
~~3"~~	~~$14,016~~
~~4"~~	~~$21,900~~
~~6"~~	~~$43,800~~
~~8"~~	~~$70,080~~
~~10"~~	~~$127,020~~

	Nonresidential Fee Schedule, per Meter, Based on Meter Size								
Effective Date/ Meter Size	⅝" × ¾"	1"	1½"	2"	3"	4"	6"	8"	10"
Sept. 14,1992	$876	$2,190	$4,380	$7,008	$14,016	$21,900	$43,800	$70,080	$127,020
July 1, 2025	$911	$2,278	$4,555	$7,288	$14,577	$22,776	$45,552	$72,883	$132,101
July 1, 2026	$947	$2,369	$4,737	$7,580	$15,160	$23,687	$47,374	$75,799	$137,385
July 1, 2027	$985	$2,463	$4,927	$7,883	$15,766	$24,635	$49,269	$78,830	$142,880
July 1, 2028	$1,025	$2,562	$5,124	$8,198	$16,397	$25,620	$51,240	$81,984	$148,595
July 1, 2029	$1,066	$2,664	$5,329	$8,526	$17,053	$26,645	$53,289	$85,263	$154,539
July 1, 2030	$1,108	$2,771	$5,542	$8,867	$17,735	$27,710	$55,421	$88,674	$160,721
July 1, 2031	$1,153	$2,882	$5,764	$9,222	$18,444	$28,819	$57,638	$92,220	$167,150
July 1, 2032	$1,199	$2,997	$5,994	$9,591	$19,182	$29,972	$59,943	$95,909	$173,836
July 1, 2033	$1,247	$3,117	$6,234	$9,975	$19,949	$31,171	$62,341	$99,746	$180,789
July 1, 2034	$1,297	$3,242	$6,483	$10,374	$20,747	$32,417	$64,835	$103,736	$188,021

7.3.5. Any separate water meter installed for irrigation purposes only shall not be included in the calculation of the charge.

7.3.6. In the event that the development does not have a water meter, or the wastewater division director or developer believes the size of the water meter does not accurately reflect wastewater generation, the developer

may submit or the director may require the submission of a study, prepared by a professional engineer, to determine the charge listed in the above table for the water meter that most closely matches the cost of capital facilities to treat the biochemical oxygen demand that will be generated by the proposed development.

7.4. The UEC shall be due prior to issuance of a building permit if the property is located in the city limits and prior to obtaining a permit to connect to the sewer if the property is located outside the city limits

7.5. Payments of wastewater utility expansion charges shall be deposited in an account separate from other funds of the city.

Section 6. Chapter 22, Exhibit A, Subsection 8 of SFCC 1987 (being Ordinance 2019-29) is amended to read as follows:

8. Sewer Service Charges.

A. Connected to City Sewer

[~~1. Single Family Residential~~] Sewer Service Fees and Usage Fees [~~.Single family residential sewer service fees and usage fees shall apply if a sewer customer is served by city water and meets the single family service classification for water as set forth in Chapter 25 SFCC 1987~~] are determined by location and connection to city or county utility water. If not served by city or county utility water, [~~single family residential~~] sewer service fees and usage fees shall apply based on the unit* served by [~~where~~] the sewer connection [~~serves only one unit* for normal domestic sewage~~].

[~~a. *In city limits:*~~

[Remainder of page left intentionally blank]

~~**Effective Date**~~		~~**Monthly Service Fee**~~	~~**Monthly Usage Fee**~~
~~January 1, 2010~~	~~Connected to city water~~	~~$5.85/unit*~~	~~$3.58 per 1,000 gallons of water**~~
~~July 1, 2012~~	~~Not connected to city water~~	~~$5.85/unit*~~	~~$12.88/unit*~~

~~b. *Inside presumptive city limits:*~~

~~**Effective Date**~~		~~**Monthly Service Fee**~~	~~**Monthly Usage Fee**~~
~~January 1, 2010~~	~~Connected to city water~~	~~$5.85/unit*~~	~~$3.84 per 1,000 gallons of water**~~
~~July 1, 2012~~	~~Not connected to city water~~	~~$5.85/unit*~~	~~$13.82/unit* ~~]

[~~c~~] a. In city limits and presumptive city limits and connected to city water:

~~[**Effective Date**~~		~~**Monthly Service Fee**~~	~~**Monthly Usage Fee**~~
~~January 1, 2019~~	~~Connected to County Water~~	~~$7.53/unit*~~	~~$4.64 per 1,000 gallons of water**~~
~~January 1, 2019~~	~~Not Connected to County Water~~	~~$7.53/unit*~~	~~$16.70/unit* ~~]

[Remainder of page left intentionally blank]

Effective Date	**Monthly Service Fee**	**Monthly Usage Fee**
January 1, 2019	$7.53/unit*	$4.64 per 1,000 gallons water**
July 1, 2025	$7.83/unit*	$4.83 per 1,000 gallons water**
July 1, 2026	$8.14/unit*	$5.02 per 1,000 gallons water**
July 1, 2027	$8.47/unit*	$5.22 per 1,000 gallons water**
July 1, 2028	$8.81/unit*	$5.43 per 1,000 gallons water**
July 1, 2029	$9.16/unit*	$5.65 per 1,000 gallons water**
July 1, 2030	$9.53/unit*	$5.88 per 1,000 gallons water**
July 1, 2031	$9.91/unit*	$6.12 per 1,000 gallons water**
July 1, 2032	$10.31/unit*	$6.36 per 1,000 gallons water**
July 1, 2033	$10.72/unit*	$6.61 per 1,000 gallons water**
July 1, 2034	$11.15/unit*	$6.87 per 1,000 gallons water**

[~~d. *Outside presumptive city limits:*~~

~~*Customer Wholesale Rate for Santa Fe County*~~			
~~**Effective Date**~~		~~**Monthly Service Fee**~~	~~**Monthly Usage Fee**~~
~~January 1, 2019~~	~~Connected to county water~~	~~$5.42/unit*~~	~~$4.77 per 1,000 gallons of water***~~
~~January 1, 2019~~	~~Not connected to county water~~	~~$5.42/unit*~~	~~$17.17/unit*~~]

b. In city limits and presumptive city limits and not connected to city water:

Effective Date	**Monthly Service Fee**	**Monthly Usage Fee**
January 1, 2019	$7.53/unit*	$16.70/unit*
July 1, 2025	$7.83/unit*	$17.37/unit*
July 1, 2026	$8.14/unit*	$18.06/unit*
July 1, 2027	$8.47/unit*	$18.78/unit*
July 1, 2028	$8.81/unit*	$19.53/unit*
July 1, 2029	$9.16/unit*	$20.31/unit*
July 1, 2030	$9.53/unit*	$21.12/unit*
July 1, 2031	$9.91/unit*	$21.96/unit*
July 1, 2032	$10.31/unit*	$22.84/unit*
July 1, 2033	$10.72/unit*	$23.75/unit*
July 1, 2034	$11.15/unit*	$24.70/unit*

[~~2. Multi-Family Residential Sewer Service: The following sewer service fees and usage fees shall apply if a sewer customer is served by city water and meets the multi-family residential service classification for water as set forth in Chapter 25 SFCC 1987. If not served by city water, multi-family residential sewer service fees and usage fees shall apply where the sewer connection serves more than one unit* for normal domestic sewage.~~

~~a. *In city limits and presumptive city limits:*~~

~~**Effective Date**~~		~~**Monthly Service Fee**~~	~~**Monthly Usage Fee**~~
~~January 1, 2019~~		~~$7.53/unit*~~	~~$4.64 per 1,000 gallons of water**~~
~~January 1, 2019~~		~~$7.53/unit*~~	~~$16.70/unit*~~

~~b. *Outside presumptive city limits:*~~

Customer Wholesale Rate for Santa Fe County			
Effective Date		**Monthly Service Fee**	**Monthly Usage Fee**
January 1, 2019	Connected to county water	$5.42/unit*	$4.77 per 1,000 gallons of water**
January 1, 2019	Not connected to city water	$5.42/unit*	$17.17/unit*

3. Commercial Sewer Service: The following sewer service fees and usage fees shall apply where the water meter(s) serves a use not classified as single family residential or multi-family residential sewer service set forth above or where service is provided for a combination of residential and commercial services.

a. *In city limits:*

Effective Date			**Monthly Service Fee**	**Monthly Usage Fee**
January 1, 2010		Connected to city water	$5.85/unit*	$3.58 per 1,000 gallons of water***
July 1, 2012		Not connected to city water	$5.85/unit*	$12.88/unit*

b. *Inside presumptive city limits:*

Effective Date		**Monthly Service Fee**	**Monthly Usage Fee**
January 1, 2010	Connected to city water	$5.85/unit*	$3.84 per 1,000 gallons of water***
July 1, 2012	Not connected to city water	$5.85/unit*	$13.82/unit*

c. *In city limits and presumptive city limits:*

[Remainder of page left intentionally blank]

~~Effective Date~~		~~Monthly Service Fee~~	~~Monthly Usage Fee~~
~~January 1, 2019~~	~~Connected to city water~~	~~$7.53/unit*~~	~~$4.64 per 1,000 gallons of water***~~
~~January 1, 2019~~	~~Not connected to city water~~	~~$7.53/unit*~~	~~$16.70/unit*~~

~~d. *Outside presumptive city limits:*~~

~~*Customer Wholesale Rate for Santa Fe County*~~			
~~Effective Date~~		**~~Monthly Service Fee~~**	**~~Monthly Usage Fee~~**
January 1, 2019	~~Connected to county water~~	~~$5.42/unit*~~	~~$4.77 per 1,000 gallons of water***~~
January 1, 2019	~~Not connected to county water~~	~~$5.42/unit*~~	~~$17.17/unit*~~

4. ~~Exceptions to Commercial Sewer Service. Mobile home parks; commercial greenhouses; churches; properties owned by the U.S. government, the state of New Mexico, the city of Santa Fe, the county of Santa Fe and the Santa Fe board of education; and state accredited private elementary and secondary schools and colleges shall not be considered commercial sewer services and shall be considered residential sewer service.~~]

[~~5.~~] In the event that a proposed or existing commercial development does not have a water meter, or the wastewater division director, developer, or customer believes the water meter does not accurately reflect wastewater discharge, the developer or customer may submit, or the director may require the submission of, a study, prepared by a professional engineer, to determine whether installation of a wastewater discharge flow meter would more accurately measure wastewater by the development. Either the developer or customer shall pay for the

installation of the wastewater discharge flow meter. Once the developer or customer dedicates the meter to the city, the city shall maintain the wastewater discharge flow meter.

B. Not Connected to City Sewer.

1. Accessible to city sewer system. (As defined in subsection 22-2.1 SFCC 1987.)

Effective Date	**Cost per unit*/lot**
January 1, 2019	$7.53 per unit* or if no unit* $5.85 per lot
July 1, 2025	$7.83 per unit* or if no unit* $6.08 per lot
July 1, 2026	$8.14 per unit* or if no unit* $6.32 per lot
July 1, 2027	$8.47 per unit* or if no unit* $6.57 per lot
July 1, 2028	$8.81 per unit* or if no unit* $6.83 per lot
July 1, 2029	$9.16 per unit* or if no unit* $7.10 per lot
July 1, 2030	$9.53 per unit* or if no unit* $7.38 per lot
July 1, 2031	$9.91 per unit* or if no unit* $7.68 per lot
July 1, 2032	$10.31 per unit* or if no unit* $7.99 per lot
July 1, 2033	$10.72 per unit* or if no unit* $8.31 per lot
July 1, 2034	$11.15 per unit* or if no unit* $8.64 per lot

2. Not accessible to city sewer system: No charge.

C. Taxes.

Billings under this schedule may be increased by an amount equal to the sum of taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges payable by the city and levied or assessed by any governmental authority on the public utility service rendered, or on the right or

privilege of rendering the service, or on any object or event incidental to the rendition of the service.

Notes:

* For each of the customer types described below, [~~U~~]"u"nit" means the following:

- *For residential customers*, i.e. customers that meet either the single-family or multi-family service classifications for water, as set forth in Chapter 25 SFCC 1987: one room, or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease and physically separated from any other rooms or residential units that may be in the same structure and containing independent plumbing facilities. A residential unit may include, but is not limited to, a single-family house, an apartment unit, condominium unit, mobile home, or a guest house.

- *For commercial customers*, i.e. customers that do not meet either the single-family or multi-family service classifications for water as set forth in Chapter 25 SFCC 1987: an area constituting a separate, independent enterprise establishment for owner occupancy, or rental or lease and physically separated from any other commercial units that may be in the same structure and containing independent plumbing facilities.

- *For both residential and commercial purposes,* the term unit does not include a motel or hotel unit or similar transient lodging or rest homes, nursing homes or similar institutional facilities.

** Shown on the water meter readings averaged for the months of December, January, and February of the preceding year. If any of those three (3) months were a zero reading, the water consumption for that month will not be used in the average. For example, if one month has a zero read then the two months consumption will be added and then divided by two. In the case where

three zero reads were recorded for December, January, and February, then the previous year water usage will be used. In the event that the previous year also had three zero reads, then the wastewater management division director will estimate the average based on water usage history for that particular customer's residence or business. If any of those three months were a reading less than 1,000 gallons, the water consumption for that month shall be assumed to be 1,000. For example:

December		5,000g water consumption
January	0g water consumption, so	0 gallons assumed
February	900g water consumption, so	1,000 gallons assumed
Total (for the 3 months)		6,000 gallons water consumption
Average (Divide by two since one zero read)		3,000 gallons

*** Shown on the water meter reading for that utility billing cycle.

Section 7. Chapter 22, Exhibit A, Subsection 12 of SFCC 1987 (being Ordinance 2014-34, § 3) is amended to read as follows:

12. Extra-Strength Surcharge. See the definition of COD in subsection 22-2.1 and Section 22-10 for information related to the extra-strength surcharge.

12.1. The Surcharge fee shall be equal to:

0.9 x (C-D) x F x cf x L, for users whose discharge has been tested, and

0.9 x (M-D) x F x cf x L, for users whose discharge has not been tested.

Where:

C = COD concentration in the user's discharge stream in milligrams per liter (mg/l).

D = Average domestic sewage COD concentration, established at 550 milligrams per liter (mg/l).

F = Average water use in million gallons per month as shown in the water division records.

cf = 8.34. A factor to convert the units of milligrams to pounds per million gallons.

L = The mass based cost of providing air to remove the COD in wastewater. The cost has been established at the following costs:

Effective Date	**Cost per pound**
January 1, 2010	$0.51
January 1, 2015	$0.54
January 1, 2016	$0.56
January 1, 2017	$0.59
January 1, 2018	$0.62
January 1, 2019	$0.65
July 1, 2025	$0.68
July 1, 2026	$0.71
July 1, 2027	$0.74
July 1, 2028	$0.77
July 1, 2029	$0.80
July 1, 2030	$0.83
July 1, 2031	$0.86
July 1, 2032	$0.89
July 1, 2033	$0.93
July 1, 2034	$0.97

M = Mean COD concentration in the user's sewage disposal as tested.

0.9 = Represents ninety percent of the water used through a water meter as being discharged into the sanitary sewer.

Or:

Monthly water usage x 0.00337*L = Amount of monthly surcharge fee.

12.2 The resampling fee shall be equal to: $[~~75.00~~]100 and shall not be sampled more than once per calendar year.

Section 8. Chapter 22, Exhibit A, Subsection 13 of SFCC 1987 (being Ordinance 2007-18, § 4) is amended as follows:

13. Treated Effluent Rates.

The rate for treated effluent shall be two dollars and five cents ($2.05) per one thousand (1,000) gallons of treated effluent or fifty percent (50%) of the [~~for~~] potable water as set forth in Chapter 25 [~~XXV~~] SFCC 1987, whichever is more, plus administrative costs and applicable [~~state~~] taxes. However, contract users of treated effluent who enter a recreational access agreement with the city that allows for recreational access to their facilities for conduct of city parks or recreation division authorized programs may be granted a discount of no more than seventy-five dollars ($75.00) per parks or recreation division maximum planned or actual authorized use for programs that will be conducted at their facility at regular times and a credit of no more than seventy-five dollars ($75.00) per parks or recreation maximum planned or actual authorized use for programs that will be conducted at regular intervals. The terms of such discounts or credits will be determined on a case-by-case basis, and included in any such recreational access agreement. Any discount or credit may only apply against total charges incurred during the same annual effluent delivery period as the authorized program and shall never result in the contractor being credited more than fifty percent (50%) of the total amount charged for treated effluent delivered during such period.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Apr 24, 2025 22:14 MDT)

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bill No. 2025-11/Wastewater Utility Rate Updates

FIR No. 10675

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Wastewater Utility Rate Update

Sponsor(s): Mayor Alan Webber and Councilor Carol Romero-Wirth

Reviewing Department(s): Public Utilities

Staff Completing FIR: Jesse Roach, Interim Public Utilities Director **Date:** April 21, 2025

Phone: (505) 955- 4309

Reviewed by City Attorney: Erin McSherry Erin McSherry (Apr 24, 2025 22:14 MDT) **Date:** 04/24/2025

Reviewed by Finance Director: Emily K. Oster **Date:** 04/25/2025

Summary:
If this bill is adopted, the rates for wastewater utilities would increase 4% each year for ten years, beginning July 1, 2025.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the wastewater rates will remain unchanged, and the ability of the wastewater utility to meet water quality standards in the long term will be severely compromised. The credit rating of the wastewater utility could drop, and the City will be unable to secure NMED loans.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None at this time.

Performance and Administrative Implications:
Implementing the rate increases will require updates to utility billing software.

Fiscal Implications:
This rate increase is designed to generate revenue to support capital improvements at Paseo Real Water Reclamation Facility ("PRWRF").

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:
This bill would not automatically result in expenditures; however, the additional revenue from this rate increase will support a minimum of $182 million in capital investment in the PRWRF over the next 5 years. The exact capital improvement solution has not been selected yet. Thus, the schedule of expenditure remains unknown. The first three years of a 5-year financial model for a rehabilitation project could include expenses of up to $62 million in FY26, $60 million in FY27, and another $1 million in FY28.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$0.55M	$1.12M	$1.72M	R	500
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
Revenues for FY 2026-2028 from financial model projections with 4% rate increase.

Signature:

Email: jdroach@santafenm.gov

CITY OF SANTA FE

Date: **May 7, 2025**

To: **Governing Body**

From: **Rebecca Mnuk-Herrmann, Assistant City Attorney**

Via: **Marcos Martinez, Acting City Attorney** MM

RE: **Case No. 2024-8898, 214 Camino de Los Marquez Rezoning**
Planning Commission Quorum 12/5/24

---

1. QUESTION PRESENTED

Whether the Planning Commission ("Commission") had a quorum at the time of its vote to recommend that the Governing Body approve Land Use Case #2024-8898 ("Case"), changing the official Zoning Map designation from R-21 PUD (Residential Twenty-one (21) dwellings per acre, Planned Unit Development) to R-29 (Residential Twenty-nine (29) dwellings per acre), and removing the PUD, for the property located at 214 Camino De Los Marquez, located near the intersection of Camino De Los Marquez and Galisteo Street.

Short answer: Yes. When fully appointed, the Commission would have nine (9) members. *See* Santa Fe City Code, § 14-2.3 (D)(1) ("The planning commission is composed of nine members who are qualified by training, experience and ability to exercise sound and practical judgment on civic, social, economic and governmental affairs.") The Commission had seven (7) members at the time of its vote on the Case (December 5, 2024). Four (4) members were present for the vote and three (3) voted to recommend approval of the rezoning. Under the City's Code, Committee Rules, and Robert's Rules, with seven members then-appointed, four (4) constitute a quorum.

2. FACTUAL HISTORY

On December 5, 2024, the Planning Commission held a hearing on Land Use Case #2024-8898. *See* Planning Commission Meeting 12/5/2024.[1] At that time, the Commission consisted of the following seven members:

1. Chair Janet Clow

[1] See generally, YouTube Video Recording, available at https://www.youtube.com/watch?v=qjlXugZ5nd8.

2. Vice Chair Jessica Eaton Lawrence
3. Member Sasha McGhee
4. Member Thomas (TJ) Rieland
5. Member Gurushabad Mirando
6. Member Piper Kapin
7. Member Peter Smith

Chair Clow was present for the meeting but recused herself from the Case.[2] Vice Chair Jessica Eaton Lawrence and Member Sasha McGee were not present for the meeting.[3] Members Rieland, Mirando, Kapin, and Smith were present in person.[4] Four out of seven members heard the Case.

Due to Chair Clow's recusal and Vice Chair Lawrence's absence, Member Smith acted as Chair for the hearing on the Case. Following a public hearing and discussion, Member Mirando moved to approve the Case, with Member Rieland seconding.[5] Members Rieland, Mirando, and Kapin all voted yes on the motion. [6]

3. ANALYSIS

Santa Fe City Code Section 14-2.8 (E), regarding procedures for land use boards, provides that "[a] majority of members constitutes a quorum." Santa Fe City Code Section 14-2.8 (F) provides that "Action shall be taken by a majority vote of a quorum of members."

Commission meetings[7] are conducted according to Robert's Rules of Order. *See* City of Santa Fe, Rules & Procedures for City Committees, Introduction, p. 2. Robert's Rules provides that a "[a] majority of the entire membership is a majority of the total number of those who are members of the voting body at the time of the vote." *Robert's Rules of Order Newly Revised* 12th Ed. 23:1, §44:9 (b). In its footnotes, *Robert's Rules* also discusses the possibility that a body could choose to define a voting requirement based on fixed membership, which refers to the number of positions on a body as opposed to the number of members. *See id.*, n1. ("In the case of a body having a fixed membership – for example, a permanent board – it is also possible to define a voting requirement as a majority of the fixed membership, which is greater than the entire membership if there are vacancies on the board.") Here, the Code does not define the Commission voting requirement as a majority of the "fixed membership", make any reference to the determination of a quorum being related to the number of positions on a board, nor require a specific number of members for a quorum. Rather, the Code expressly provides that a quorum is

[2] YouTube Video Recording, 52:35-53:28
[3] YouTube Video Recording, 5:50
[4] YouTube Video Recording, 5:45-6:06
[5] YouTube Video Recording, 2:48:31-2:48:39
[6] YouTube Video Recording, 2:49:03
[7] "Committee" "means a City board, commission, committee, or authority, appointed by the mayor with the approval of City Council." *See* City of Santa Fe, Rules & Procedures for City Committees, Article 1, "Definitions", p. 4.

determined based on the number of "members." By contrast, the City Code specifically requires at least three (3) members for a quorum of the City Audit Committee. *See* City Code § 6-5.4 (A).

The Commission had seven members on December 5, 2024. Four members heard the Case. Pursuant to City of Santa Fe Rules & Procedures for City Committees Article 11, Section 2, subpart C, the chair only votes to break a tie. There was no tie, and therefore Member Smith did not vote.

4. CONCLUSION

The Commission had seven members when it met on December 5, 2024. Four members heard the Case. Because four was a majority of members on December 5, 2024, a quorum heard the case. A majority of the quorum members (three out of four) voted to recommend that the Governing Body approve the Case. Therefore, the Commission's decision to recommend approval was based on a majority vote of quorum members.

Signature: Marcos Martinez
Marcos Martinez (May 9, 2025 14:30 MDT)

Email: mdmartinez@santafenm.gov

Signature:

Email: ramnukherrmann@santafenm.gov

CITY OF SANTA FE

Memorandum

Date: February 21, 2025

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

From: Johanna Nelson, Director of Office of Economic Development and Interim Director of Office of Affordable Housing JN

RE: Amending Ordinance No. 2021-10 to Extend Sunset from 2025 to 2030

EXECUTIVE SUMMARY:

This bill amends SFCC 1987, Section 11-14.5, to extend the specified sunset date of December 31, 2025, to December 31, 2030, with regards to depositing half of certain land sale revenues into the Affordable Housing Trust Fund (AHTF).

BACKGROUND AND CONTEXT

Ordinance No. 2021-10 dedicated 50% of unrestricted revenue from the sale of City-owned land to the Affordable Housing Trust Fund ("AHTF"). This AHTF funding strengthens the City's ability to address Santa Fe's critical affordable housing needs. However, this dedication also results in a corresponding reduction in revenue for the Economic Development Fund.

Affordable housing has been a persistent challenge in Santa Fe for decades. Recognizing this, the City established the AHTF following the state of New Mexico's passage of the New Mexico Affordable Housing Act, which provided an exemption to the state's Anti-Donation Clause. Codified in SFCC 26-3, the AHTF enables public resources to be used for the following activities:

- The preservation, rehabilitation, operation, and construction of affordable housing units and emergency shelters.
- Financial assistance for income-qualified individuals through rental, mortgage, and down payment assistance programs.

Despite these efforts, the City continues to face significant barriers in ensuring a steady and reliable funding source for the AHTF.

KEY ISSUE

The current revenue streams for the AHTF are limited and inconsistent. Historically, the fund has relied on development fees, the payoff of City-held affordability and fee waiver liens, and land sales in Tierra Contenta. These sources, however, are closely tied to fluctuations in the real estate and development markets, making them unpredictable and difficult to sustain.

While the dedication of certain resources to the Affordable Housing Trust Fund reduces revenue for the Economic Development Fund, it would prioritize housing affordability—a foundational issue that impacts economic growth, workforce stability, and overall quality of life in Santa Fe.

CITY OF SANTA FE

Memorandum

ATTACHMENTS:
Bill
Fiscal Impact Report

Signature: Johanna Nelson (Feb 21, 2025 17:07 MST)

Email: jcnelson@santafenm.gov

_Amending Economic Development Fund Ordinance to Extend Sunset from 2025 to 2030 (Memo)

Final Audit Report 2025-02-22

Created:	2025-02-22
By:	PALMER ANDERSON (pcanderson@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV3z441ckIbvZUMM3UK91osvLT3iS9iyh

"_Amending Economic Development Fund Ordinance to Extend Sunset from 2025 to 2030 (Memo)" History

Document created by PALMER ANDERSON (pcanderson@santafenm.gov)
2025-02-22 - 0:05:47 AM GMT- IP address: 63.232.20.2

Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2025-02-22 - 0:06:45 AM GMT

Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2025-02-22 - 0:07:01 AM GMT- IP address: 174.240.20.215

Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2025-02-22 - 0:07:30 AM GMT - Time Source: server- IP address: 174.240.20.215

Agreement completed.
2025-02-22 - 0:07:30 AM GMT

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-9

INTRODUCED BY:

Councilor Michael Garcia

Councilor Amanda Chavez

Councilor Alma Castro

Councilor Pilar Faulkner

A BILL

AMENDING SECTION 11-14.5 OF THE ECONOMIC DEVELOPMENT FUND ORDINANCE TO CHANGE THE SUNSET DATE FOR DEPOSITING CERTAIN LAND SALE REVENUES IN THE AFFORDABLE HOUSING TRUST FUND FROM DECEMBER 31, 2025, TO DECEMBER 31, 2030.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 11-14.5 of SFCC 1987 (being Ord. No. 2021-10, § 1, as amended) is amended to read:

11-14.5 – Dedication and partial sunset.

A. An amount of the general fund equal to a minimum of one-quarter of one percent (0.25%) of the city's share of the state gross receipts tax shall be allocated annually to the economic development fund beginning in the fiscal year 2000/01 budget. This allocation shall be increased by one-quarter of one percent (0.25%) each subsequent year until an allocation of one percent (1%) is attained in FY 2003/04. Thereafter, the allocation shall be maintained at one percent (1%) unless increased by other annual allocations the governing

underscored material = new [bracketed material] = delete

body approves contingent upon sufficient appropriations and authorization by the governing body.

B. Between January 1, 2021 and December 31, [~~2025~~] 2030, half of all net proceeds from the sale of city-owned land and buildings shall be deposited into the economic development fund and half shall be deposited in the affordable housing trust fund, as set forth in section 26-3 SFCC 1987, and all net proceeds from the lease of city-owned land and buildings shall be deposited into the economic development fund. Thereafter, all net proceeds from any sale or lease of city-owned land and buildings shall be deposited into the economic development fund. These deposits shall be subject to the following provisions:

(1) Railyard property. Proceeds from the sale or lease of property on the railyard property are exempted from the provisions of this section and shall not be deposited in the economic development fund.

(2) Santa Fe Estates. Proceeds from the sale or the lease of the Santa Fe Estates are exempted from the provisions of this section and are subject to appropriation by the governing body.

(3) Tierra Contenta. Only the share of revenues from the sale of property in Tierra Contenta which had been designated to reimburse CIP funds used for the original purchase of Tierra Contenta shall be deposited in to the economic development fund (less funds already allocated for a new southside library in the amount of five hundred thousand dollars ($500,000.00). These funds shall be reserved for capital projects and their related expenses for projects authorized in subsection 11-14.5A SFCC 1987.

(4) Existing agreements. Agreements, ordinances and resolutions in force at the time of adoption of this section which stipulate other uses for the proceeds of specific transactions will exempt those transactions from the provisions of this section.

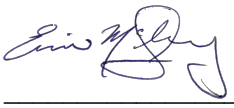
(5) Enterprise funds. Proceeds from the sale or lease of property belonging to or associated with enterprise funds are exempt from the provisions of this section.

(6) Airport Industrial Park. Net proceeds from the sale or lease of property in the Airport Industrial Park or other airport property, after all costs to build out all phases of the park have been recovered, shall go to the support of the Santa Fe regional airport.

(7) Other. Agreements for the sale or lease of city property which may be subject to other restrictions as to revenue designations or uses are not subject to the provisions of this section. Any such agreement must cite this subsection of this section in the agreement in order to qualify for this exemption.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10638.0

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X **Resolution:** _____

Short Title(s): Amending Section 11-14.5 of SFCC 1987 to Extend the Sunset Period

Sponsor(s): Councilor Michael Garcia, Councilor Amanda Chavez, Councilor Pilar Faulkner

Reviewing Department(s): Office of Economic Development, Office of Affordable Housing

Staff Completing FIR: Johanna Nelson Date: 1/17/25 Phone: 505-699-7003

Reviewed by City Attorney: _____ Date: Feb 21, 2025

Reviewed by Finance Director: Emily K. Oster Date: Feb 21, 2025

Summary:

The proposed Bill would amend the Economic Development (ED) Fund ordinance, Section 11-14.5, SFCC 1987, to extend the sunset date from December 31, 2025, to December 31, 2030. In 2018, Ordinance No. 2018-4 amended Section 11-14.5 establishing a window of time during which fifty percent (50%) of the net proceeds of certain City-owned land sales are deposited into the Affordable Housing Trust Fund (AHTF), while the other fifty percent (50%) remains dedicated to the Economic Development fund. Proceeds generated from the following sales of City-owned land are restricted or exempted from deposit into the ED fund or AHTF: Railyard Property, Santa Fe Estates, Tierra Contenta, any existing agreements from 2000 and earlier, other Enterprise Funds, and the Airport Industrial Park.

Departments Affected:

The Community Development Department, which includes the Office of Affordable Housing and the Office of Economic Development, and the Finance Department.

Consequences of Not Enacting Legislation:

If this bill is not adopted, the City will not extend the sunset date currently set in code, and after December 31, 2025, one hundred percent (100%) of the proceeds from the sale of certain City-owned land would be deposited into the ED Fund.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This bill extends the sunset date previously established in Ordinance No. 2018-4.

Performance and Administrative Implications:

If the bill is adopted, proceeds from non-exempt City-owned land sales would continue be deposited into the ED Fund and AHTF until December 31, 2030.

Fiscal Implications:

If the Bill is adopted, fifty percent (50%) of proceeds of non-exempt sales of City-owned land would continue to be directed into the AHTF and the ED Fund respectively, as is currently described in Section 11-14.5.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative:
The net impact on City expenditures would be zero. Fifty percent (50%) of the expenditures coming from certain land sales would be dedicated to use on AHTF purposes, instead of one hundred percent (100%) being dedicated to the ED Fund.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:
The net impact on City revenues is zero; the increase to the AHTF would be offset by a decrease to the ED Fund.

Signature:

Email: jcnelson@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-9

INTRODUCED BY:

Councilor Michael Garcia

Councilor Amanda Chavez

Councilor Alma Castro

Councilor Pilar Faulkner

RED – Amendment A – Mayor Alan Webber

A BILL

AMENDING SECTION 11-14.5 OF THE ECONOMIC DEVELOPMENT FUND ORDINANCE TO CHANGE THE SUNSET DATE FOR DEPOSITING CERTAIN LAND SALE REVENUES IN THE AFFORDABLE HOUSING TRUST FUND FROM DECEMBER 31, 2025, TO DECEMBER 31, 2030, OR UPON DEPOSIT OF FIRST THREE MILLION DOLLARS ($3,000,000) FROM THE HIGH-END EXCISE TAX FOR AFFORDABLE HOUSING, WHICHEVER IS EARLIER .

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 11-14.5 of SFCC 1987 (being Ord. No. 2021-10, § 1, as amended) is amended to read:

11-14.5 – Dedication and partial sunset.

A. An amount of the general fund equal to a minimum of one-quarter of one percent (0.25%) of the city's share of the state gross receipts tax shall be allocated annually to the economic development fund beginning in the fiscal year 2000/01 budget. This allocation shall be increased by one-quarter of one percent (0.25%) each subsequent year until an allocation

underscored material = new [~~bracketed material~~] = delete

of one percent (1%) is attained in FY 2003/04. Thereafter, the allocation shall be maintained at one percent (1%) unless increased by other annual allocations the governing body approves contingent upon sufficient appropriations and authorization by the governing body.

B. Between January 1, 2021 and December 31, [~~2025~~] 2030, half of all net proceeds from the sale of city-owned land and buildings shall be deposited into the economic development fund and half shall be deposited in the affordable housing trust fund, as set forth in section 26-3 SFCC 1987, and all net proceeds from the lease of city-owned land and buildings shall be deposited into the economic development fund. Thereafter, or upon the deposit of the first three million dollars ($3,000,000) of revenue from the high-end excise tax for affordable housing, adopted in Ordinance 2023-22, whichever is earlier, all net proceeds from any sale or lease of city-owned land and buildings shall be deposited into the economic development fund. These deposits shall be subject to the following provisions:

(1) Railyard property. Proceeds from the sale or lease of property on the railyard property are exempted from the provisions of this section and shall not be deposited in the economic development fund.

(2) Santa Fe Estates. Proceeds from the sale or the lease of the Santa Fe Estates are exempted from the provisions of this section and are subject to appropriation by the governing body.

(3) Tierra Contenta. Only the share of revenues from the sale of property in Tierra Contenta which had been designated to reimburse CIP funds used for the original purchase of Tierra Contenta shall be deposited in to the economic development fund (less funds already allocated for a new southside library in the amount of five hundred thousand dollars ($500,000.00). These funds shall be reserved for capital projects and their related expenses for projects authorized in subsection 11-14.5A

SFCC 1987.

(4) Existing agreements. Agreements, ordinances and resolutions in force at the time of adoption of this section which stipulate other uses for the proceeds of specific transactions will exempt those transactions from the provisions of this section.

(5) Enterprise funds. Proceeds from the sale or lease of property belonging to or associated with enterprise funds are exempt from the provisions of this section.

(6) Airport Industrial Park. Net proceeds from the sale or lease of property in the Airport Industrial Park or other airport property, after all costs to build out all phases of the park have been recovered, shall go to the support of the Santa Fe regional airport.

(7) Other. Agreements for the sale or lease of city property which may be subject to other restrictions as to revenue designations or uses are not subject to the provisions of this section. Any such agreement must cite this subsection of this section in the agreement in order to qualify for this exemption.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2025.

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

City of Santa Fe, New Mexico

memo

DATE: April 30, 2025

TO: Governing Body

VIA: Elisa Montoya, Community Development Director EDM
Heather L. Lamboy, AICP, Planning and Land Use Director
Maggie Moore, Assistant Land Use Director MRM

FROM: Janice Biletnikoff, AICP, Long-Range Strategic Planner For Janice Biletnikoff

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CONSIDERATION OF BILL NO. 2025-8

Rezoning. Case #2024-8898. 214 Camino De Los Marquez Rezoning. JenkinsGavin, Inc., Agent, for Santa Fe Opera, Owner/Applicant, asks the Governing Body to adopt Bill 2025-8 to rezone 2.50 acres located at 214 Camino De Los Marquez from R-21 PUD (Residential Twenty-one (21) dwellings per acre, Planned Unit Development) to R-29 (Residential Twenty-nine (29) dwellings per acre), and to remove a planned unit development (PUD) from the subject property. (Janice Biletnikoff, Case Manager, jibiletnikoff@santafenm.gov)

I. Planning Commission Recommendation:

On December 5, 2024, the Planning Commission ("Commission") voted to recommend the Governing Body take the following action:

> **APPROVE** Case #2024-8898. Changing the land use designations for 214 Camino De Los Marquez from R-21 PUD (Residential Twenty-one (21) dwellings per acre, Planned Unit Development) to R-29 (Residential Twenty-nine (29) dwellings per acre), and removing the PUD designation from the subject Property.

II. Sample Motion:

One (1) motion will be required:

Move to approve or deny Case #2024-8898, adopting Bill 2025-8, changing the official Zoning Map designation from R-21 PUD (Residential Twenty-one (21) dwellings per acre, Planned Unit Development) to R-29 (Residential Twenty-nine (29) dwellings per acre), and removing the PUD, for the property located at 214 Camino De Los Marquez, located near the intersection of Camino De Los Marquez and Galisteo Street.

III. Executive Summary

Santa Fe Opera, owner, through its agent, JenkinsGavin, Inc. (the "Applicant"), requests a rezoning ("Rezoning") for 214 Camino De Los Marquez (*see* Figure 1, *infra*) ("Property"), including removing the existing PUD[1] designation ("Proposal"). The Applicant's objective is to amend the zoning on the Property from its current zoning designation of R-21 PUD (Residential Twenty-one (21) dwellings per acre, Planned Unit Development) to R-29 (Residential Twenty-nine (29) dwellings per acre).

The Project Analysis, below, provides general information about the Property and its history, followed by a brief section on the Proposal's processing requirements, and a discussion on the required Approval Criteria for Rezonings.

The Property is a legal lot of record approved by the City and recorded in the Office of the Santa Fe County Clerk on November 17, 1982 (recorded at Book 122, Page 035). The Applicant complied with Subsections 14-3.1(E) "Pre-Application Conferences," 14-3.1(F) "Early Neighborhood Notification Procedures," and 14-3.1(H) "Notice Requirements."

The rezoning criteria require that the Applicant demonstrate that the request is eligible for are zoning, and that the request is appropriate (*i.e.*, that it is consistent with the policies of the General Plan, Future Land Use Map, and the City's policies regarding growth; that its impacts can be accommodated by the existing infrastructure and services; and that it will be consistent in character and benefit the area beyond a single landowner). Staff's full analysis of the criteria concludes that, with recommended Conditions of Approval and Technical Corrections, the Proposal satisfies Subsection 14-3.5(C) "Approval Criteria" for Rezoning. Staff finds that the Rezoning request is consistent with the General Plan designation for the Property, which is designated high-density residential ("HDR"). HDR allows densities between 12 and 29 dwelling units per acre including apartment complexes. The current PUD, applied as an overlay in 1971, changed the zoning on the Property from single-family residential to multi-family residential, and the PUD has remained in place since that time[2]. The base zoning designation of R-21 also allows for multi-family residential.

[1] "Planned unit development" is a zoning designation "intended to allow the creation of planned districts, each conceived as a unit of cohesive development and integrated uses in either a single development operation or a planned series of development operations that may take place over a period of several years." SFCC 1987, § 14-5.7(A)(1).
[2] *See* Ord. #1962-19, and as amended in Ord. 1971-16.

Figure 1: Aerial photo of 214 Camino De Los Marquez

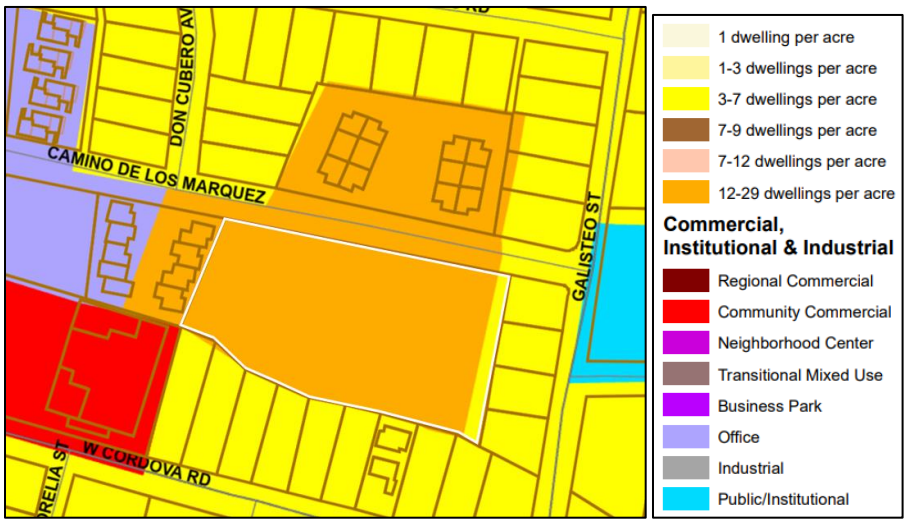


IV. Project Analysis

1. Property Information and Zoning

The 2.50-acre Property is identified in the General Plan's Future Land Use Map as High Density Residential (HDR), with a very narrow strip along the eastern boundary designated as Low Density Residential (LDR) (see Figure 2: "Future Land Use Map"). The Property is also currently zoned R-21 PUD (see Figure 3: "Existing Zoning").

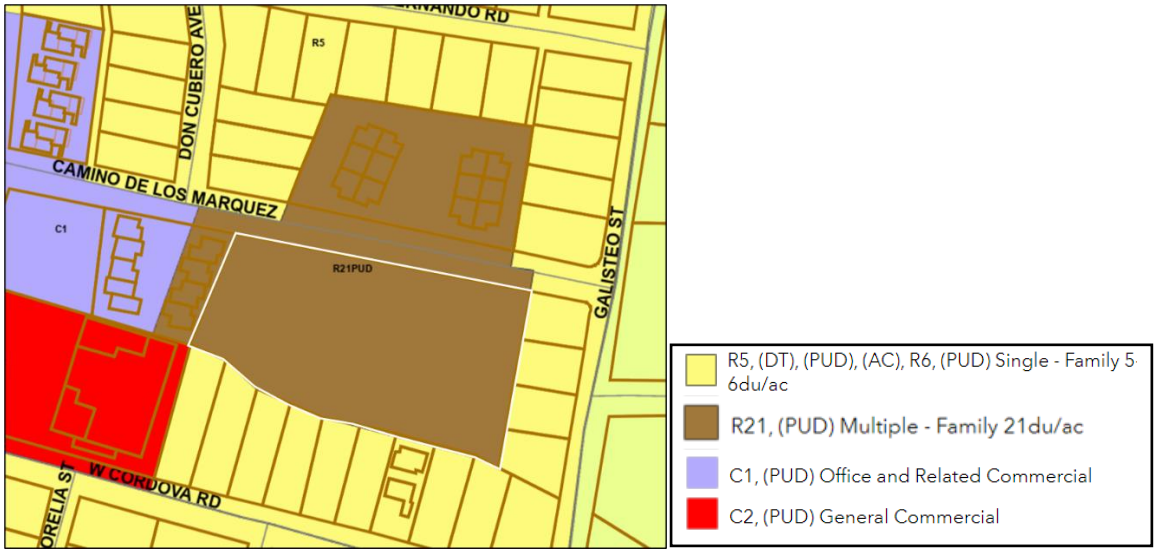
Figure 2: Future Land Use Map



The Land Development Code requires that all rezoning requests be consistent with the General Plan Future Land Use Map (*see* SFCC 1987, § 14-3.5(C)(1)(c)). The HDR designation supports residential densities between 12 and 29 dwelling units per acre, accommodating apartments, condominiums, and other multifamily housing. The LDR designation supports densities between three and seven dwelling units per acre. The Property's current R-21 PUD zoning is consistent with the Future Land Use Map. The proposed R-29 rezoning would also be consistent with the map's HDR designation, since it allows up to 29 dwelling units per acre. Therefore, no General Plan amendment is required. Additionally, the Property is located within the General Plan's designated "Infill Area."

The Zoning Map designation for the Property, and a separately owned parcel to the north, is R-21 PUD. Zoning designations for the adjacent properties to the east and south of the Property are R-5. The C-2 district is adjacent for a small portion of the Property's southwest boundary. The parcel to the west of the Property is designated R-29 PUD and C-1. The City Zoning Map is shown in Figure 3: "Existing Zoning."

Figure 3: Existing Zoning



In 1982, the City approved a 50-unit apartment complex on the Property through a development plan (DP), which was then constructed as the "Axton Apartments." The 1982 development currently remains substantially the same as originally approved (See "Revised Development Plan for Camino De Los Marquez Apartments," attached in Attachment B: *Applicant Materials*). The complex includes a total of 50 units (18 one-bedroom units and 32 two-bedroom units) and 69 parking spaces. The Applicant purchased the Property in 2001 to house temporary seasonal employees and has operated and maintained the apartment complex as such since the purchase. The Applicant also retains a small number of longer-term apartments for non-employee tenants who resided there prior to the Applicant's purchase of the Property.

The Applicant requests to increase the density by rezoning to R-29 to accommodate their future plans of redeveloping the Property to an 83-unit apartment complex. No development plan is included with the current Rezoning application; however, the Applicant has provided a conceptual plan for illustrative example purposes only. If the Rezoning is approved, the Applicant has expressed the intention to demolish the existing structure and redevelop, which would require the Planning Commission's approval. However, it should be noted that the Applicant's intentions regarding future development on the Property is not part of the Governing Body's consideration at this time.

2. Planned Unit Development (PUD)

The Property contains a PUD overlay. In 1962, Ordinance #1962-19 created a special permit for a non-conforming use (a community building and its appurtenant improvements) in the A-1 single family residential zoning district[3]. The ordinance included the Property, as well as some adjacent property to the north and west. In the following years, the A-1 single family residential zone district was replaced with the R-5 single family residential zone district. In 1971, the City amended Ordinance #1962-19 in order to change the zoning from R-5 single family residential to RM-1 PUD, which allowed for "multiple family residential" planned unit developments (*see* Ordinance #1971-16, attached in Attachment B: *Applicant Materials*). This was the initial application of a PUD on the Property. The PUD, as described in the ordinance, contains no special standards or requirements beyond the current applicable Chapter 14 standards. The current request to rezone the Property to R-29 also includes a request to dissolve the PUD on the Property since the PUD only served to place a now-obsolete zone district and apply a PUD that contains no standards or requirements. The Proposal would not change the PUD zoning on the remaining parcels in the PUD, where it would remain in place.

The legal description of the existing Planned Unit Development (PUD) in the original ordinance contains a location error. While the shape of the PUD is correct, it was mapped onto the wrong area, west and northwest of the actual intended site. This error appears to stem from a misreference to a physical landmark, such as a manhole. Staff identified the source of the error and confirmed that the PUD intended to apply to the Subject Property at 214 Camino de los Marquez. The proposed rezoning corrects the location and removes the PUD designation from the Property.

Figure 4: Incorrect PUD Boundaries

[3] *See* Ord. #1962-19, and as amended in Ord. 1971-16.

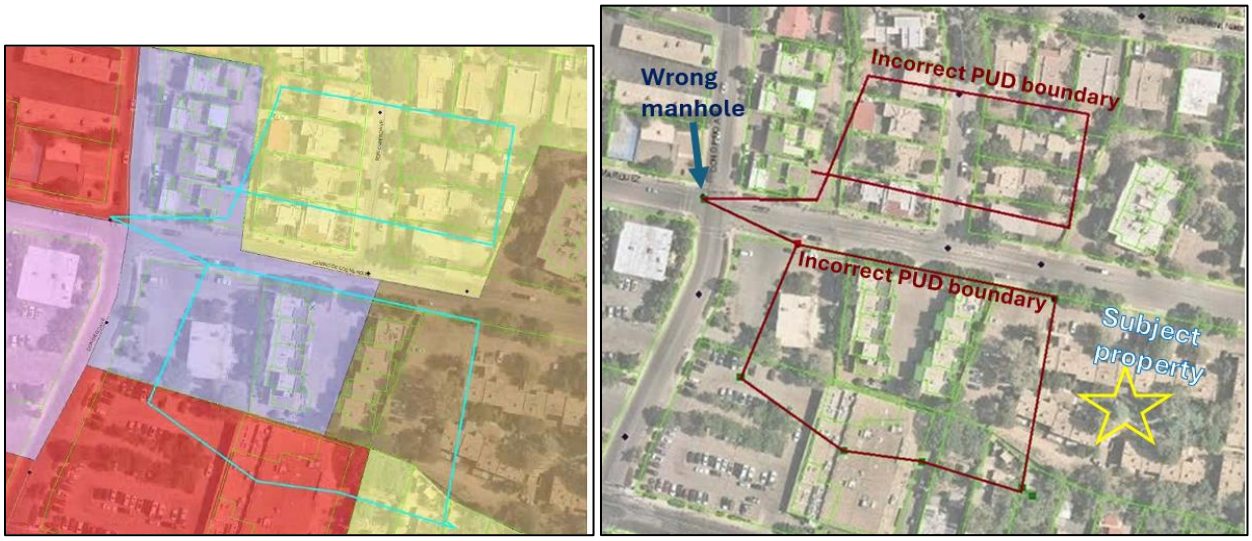


Figure 5: Correct PUD Boundaries (Approximate)



3. Archaeological Review Districts

The Property is located within two additional overlay districts: the Suburban Archaeological Review District and the River and Trails Archaeological Review District. For properties located within these districts, the City Code Section 14-3.13(B)(2) "River and Trails Archaeological Review District" states as follows:

> *In this district, an archaeological clearance permit shall be required prior to approval of the final development plan or plat for the following projects:*

(a) All annexations, rezonings, subdivisions, planned unit developments, or other development requiring approval by the Planning Commission, having over two acres, or having any part lying within the area identified as the Santa Fe Trail.

The Property is larger than two acres (it is 2.5 acres); therefore, this Rezoning request will require an archaeological clearance permit from the Archaeological Review Committee prior to the issuance of any building permit. The Land Use Director has determined that since both districts are present on the Property, the archaeological clearance permit and archaeological monitoring will apply to the entire parcel, not just the portion that lies within the River and Trails Archaeological Review District.

V. Early Neighborhood Notification

The Applicant conducted an Early Neighborhood Notification (ENN) meeting virtually via Zoom Video Communications on July 30, 2024. The primary concerns raised by neighbors related to the proposed level of density included: traffic impacts; parking availability; noise; architectural character; and impacts to views from possible future development on the parcel at the maximum height that could be allowable through Development Plan review. A full summary of the concerns raised by those in attendance, as well as additional comments received (e.g., a neighborhood petition), can be found in Attachment C: *Early Neighborhood Notification (ENN) Materials* and D: *Public Comments*.

VI. Planning Commission

On December 5, 2024, the Commission held a public hearing to review Case #2024-8898, during which the Commission heard reports from City Planning and Land Use Department staff ("Staff"), testimony and evidence from the Applicant, and public comments by interested members of the public. The Commission found that the requested Rezoning was consistent with the General Plan and that all Rezoning approval criteria had been met.

On January 16, 2025, the Commission voted to recommend that the Governing Body approve the Proposal and adopted the Findings of Fact and Conclusions of Law (Attachment E, *Planning Commission Approved Findings of Fact and Conclusions of Law*).

VII. Approval Criteria – Rezoning

City Code Section 14-3.5(A) SFCC 2001 sets forth the procedures for Rezonings. Section 14-3.5(C) requires fulfillment of the Rezoning approval criteria as follows:

(1) The Planning Commission and the Governing Body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning

Table 1, below, contains analysis of the Rezoning request for Case #2024-8898.

Table 1: Rezoning Criteria

Criterion 1 (14-3.5(C)(1)(a)): one or more of the following conditions exist: **(i) there was a mistake in the original zoning;** **(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or** **(iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;**	**Criterion Met: (Yes/No)** **YES**
Applicant's Response: **(i) there was a mistake in the original zoning;** *N/A* **(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning;** *The most significant and relevant change is the housing shortage that Santa Fe is facing. Increasing the supply of all types of housing is critical to accommodating projected growth and addressing affordability. In addition, a key component of economic development is an adequate supply of housing to support a robust workforce.* **(iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans.** *Affordable Housing Policy 4-4-G-7:* *The rezoning to R-29 allows for a higher density of residential units, increasing the unit count from 50 to 83. This increase can help alleviate some of the housing shortages in Santa Fe by providing housing for Opera staff, so those individuals do not compete with others seeking housing in the Santa Fe market. Furthermore, in the off-season, the units will be made available for six-month lease terms, which is an important, diverse housing option for visiting professionals, new arrivals, and others with short-term housing needs. Additionally, a fee in lieu of affordable housing will be paid to the Affordable Housing Trust Fund to support future affordable housing efforts.* *Economic Development Strategic Plan:* *The General Plan recognizes that the arts and tourism are essential to the Santa Fe economy as outlined in Sections 9.2.1 and 9.3.1, noting that "…the arts annually account for 25.9 percent of the local economy". The Santa Fe Opera significantly impacts the local and state economy, contributing over $250 million annually. The Opera employs 80 full-time staff year-round, which increases to 750 employees during the season. The Opera's esteemed Apprentice Programs, which train more than 120 young professionals each season, are vital to its operations and mission. This relationship shows the importance of the project in supporting both the artistic and economic vibrancy of the region. Furthermore, increased housing capacity will drive demand for local retail, benefiting area businesses and supporting the local economy.* *In addition, a major theme of the Economic Development Strategic Plan is to diversify and decentralize the economy. Rezoning to R-29 supports economic diversity by facilitating housing that accommodates a diverse population, including the technical and voice apprentices, interns, and other staff associated*	

with the Opera. By providing on-site housing for these groups, the Opera helps ensure that seasonal workers have housing, which in turn supports the local economy by maintaining a stable and diverse workforce. Furthermore, the availability of six-month lease options in the off-season can provide quality, short-term housing for visiting professionals.

Urban Form/Higher Densities - Growth Management Methods 4.1:
"In both 'infill' and 'future growth' areas, the city must encourage higher densities of residential and commercial development than existing zoning often allows. This approach does not necessarily require greater building height but rather greater massing on specifically identified infill sites within the Urban Area."
The rezoning supports the General Plan's emphasis on higher densities and a compact urban form by increasing the allowable density on the Property. This higher density is essential for maximizing land use efficiency in an urban setting, reducing urban sprawl, and supporting walkability and transit-oriented development. By promoting higher-density residential development, the rezoning aligns with the city's vision of creating a more sustainable urban environment.

Community-Oriented Development - Growth Management Methods 4-1-G-3:
"Use a full range of growth management methods to achieve a superior quality of life and to ensure a financially and environmentally sustainable community."
Rezoning to R-29 promotes community-oriented development by integrating the Opera's housing needs within the existing community fabric. The project, enabled by this rezoning, will help meet specific community housing needs, particularly for seasonal workers, without burdening the broader community's housing market. Additionally, by upgrading the Property's built environment and infrastructure, the rezoning ensures that the development will contribute positively to the neighborhood's quality of life.

Compact Urban Form 4-3-G-2:
Rezoning to a higher density supports a more compact urban form by making more efficient use of the land. This is particularly important for infill sites like the Axton Apartments, where existing utility and roadway infrastructure can be leveraged without the need for extensive new development. This efficient use of land and infrastructure is a key goal of the General Plan, helping to reduce the environmental impact of development and supporting more sustainable urban growth.

Mix of Housing Types in All Neighborhoods (3.3 Land Use Framework):
"Future Land Use (Figure 3-2) illustrates neighborhoods with integrated housing types, designed to locate a larger share of residences close to transit and neighborhood centers."
The subject Property is in a diverse neighborhood of single-family lots, multi-family, institutional uses, and commercial development. Maintaining the multi-family use of the Property, yet at higher density, sustains this diversity. Furthermore, access to public transit, services, and employment make the site an ideal infill location for multi-family development.

Staff Response:

(i) Staff finds that there is no mistake in the current R-21 PUD zoning. However, the adopted 1999 General Plan classification of HDR on the vast majority of the Property supports even greater density than this zoning district allows, and the General Plan gives policy direction to encourage infill development within the City (*see 4-4 – Growth Management – The Urban Area*; Policy 4-4-G-1: "*Promote infill residential development in the same historical pattern as has traditionally occurred, to make more efficient use of existing infrastructure*."). The proposed R-29 zoning would better achieve the General Plan's intention for high density multifamily housing and infill development to be located in this area.

(ii) After reviewing historical aerial photography of the neighborhood, Staff finds that the neighborhood retained largely the same mix of uses and land development pattern since at least 1992. This neighborhood contains a mix of single-family residences on small parcels, multifamily residential developments, and commercial buildings with surface parking lots. Some multifamily developments have been constructed in the neighborhood since the 1971 PUD, which brought a small amount of incremental change; however, the general character remained consistent. The neighborhood character in this area has been relatively stable for the last several decades. As such, Staff finds that the character of the neighborhood has not changed to such an extent as to justify changing the zoning. Additionally, Staff disagrees with the Applicant's response that the city-wide housing shortage constitutes a change in the character of the surrounding area.

(iii) The Applicant has largely responded to this criterion based on a future development concept that is not part of the current request and, therefore, cannot be considered in analyzing how the proposed Rezoning meets the required criteria. It is improper to base a relatively permanent zoning decision on impermanent factors such as the current ownership - or on proposed elements that may never come to fruition and are not bound by this application, such as the potential tenants, possible architectural elements or appearance, conceptual lease-duration programs, or the possible nature of work done by a development's potential clientele. Since no development plan or master plan has been included in this Rezoning request, the rezoning analysis must strictly be limited to the elements of the Rezoning request.

That said, Staff finds that a different use category (in this case, R-29 zoning) would allow for greater density and therefore be more advantageous in that it will enhance compliance with the General Plan policies; specifically, the themes and policies relating to higher densities, compact urban form, infill as growth management, and allowing for a mix of housing types. The additional density included in this rezoning request has the potential to provide long-term, permanent housing solutions in the center of the city where infrastructure is already present. Additionally, the General Plan has identified this area as an appropriate location for future infill development, and a higher density could incentivize the infill redevelopment in close proximity to employment and services.

Criterion 2 (14-3.5(C)(b)): all the rezoning requirements of Chapter 14 have been met;	**Criterion Met: (Yes/No)** **YES**

Applicant's Response:
The rezone requirements specified in §14-3.1 and §14-3.5 are addressed below.

Staff Response:
Staff finds that the rezoning requirements of Chapter 14 have been met: specifically, §14-3.1 "Applicable General Provisions" (the authority to file; form of the application; fees paid; pre-application conference and ENN requirements, sign posting and public notice) and the provisions, procedures, and additional requirements of §14-3.5 "Rezonings."

Criterion 3 (14-3.5(C)(1)(c)): the rezoning is consistent with the applicable policies of the general plan, including the future land use map;	**Criterion Met: (Yes/No) YES**

Applicant's Response:
The Property is designated as High-Density Residential on the Future Land Use Map, which supports the requested R-29 zoning. This designation is intended to accommodate higher-density residential developments, making the proposed rezoning fully consistent with the city's long-term land use planning.

The rezoning to R-29 supports the creation of more housing, thereby supporting affordability in the market (Policy 4-4-G-7), by increasing the number of available units on the Property from 50 to 83. This increase directly contributes to addressing the housing shortage in Santa Fe. Additionally, the project includes a payment in lieu of affordable housing, which further supports future affordable housing initiatives.

Rezoning to R-29 supports economic diversity (Theme in the Economic Development Strategic Plan) by providing housing for a diverse population, including technical and voice apprentices, and interns with the Opera. This helps maintain a stable and diverse workforce, which is crucial for the local economy. By offering housing, the Opera reduces the demand for seasonal and low-income housing in the broader market, thereby supporting economic stability and diversity.

The rezoning aligns with the policy of encouraging higher densities in both infill and future growth areas (Growth Management Methods 4.1). By allowing a higher density of residential units, the rezoning promotes a more compact urban form, which is a key goal of the General Plan. This approach maximizes land use efficiency, reduces urban sprawl, and supports sustainable urban development.

Rezoning to R-29 fosters community-oriented development (Growth Management Methods 4-1-G-3) by addressing specific housing needs within the community, particularly for seasonal workers associated with the Opera. The rezoning ensures that the development is integrated into the existing community fabric and contributes to the overall quality of life in the neighborhood. Upgrading the Property's infrastructure as part of the rezoning further enhances the community's living conditions.

The rezoning supports a compact urban form (Policy 4-3-G-2) by allowing for higher-density development on an infill site. This makes efficient use of existing land and infrastructure, reducing the need for new development on the city's outskirts. This policy is consistent with the General Plan's goal of promoting sustainable growth and reducing the environmental impact of urban development.

Provision of a Mix of Housing Types (Growth Management in the General Plan). The rezoning allows for the development of a mix of housing types. This aligns with the General Plan's objective of providing a diverse range of housing options in all neighborhoods. By offering a variety of housing types, the

rezoning promotes a balanced socioeconomic profile within the community, catering to different household sizes and income levels.

The rezoning supports policies for the Arts and Tourism (Sections 9.2.1 and 9.3.1): The Santa Fe Opera, contributing over $250 million annually to the local economy, is essential to Santa Fe's arts and tourism sectors. Rezoning supports the Opera's Apprentice Programs, crucial to its operations and the region's economic diversity. Increased housing capacity will also boost demand for local retail, further benefiting businesses in the area.

Staff Response:
The City Code does not allow the Commission to consider the potential economic impacts of a specific future development on the subject Property or the potential form of construction or type of future users that would be served. No development plan or master plan has accompanied the rezoning request, so the financial benefits to the community from a current Property owner cannot be assessed in addressing this criterion.

Based solely on the Rezoning request, Staff finds that the proposed Rezoning aligns with the applicable policies of the General Plan, including the Future Land Use Map. The zone district proposed in this request (R-29) allows for greater density in an area identified in the Future Land Use Map as High Density Residential, which is intended to accommodate densities between 12 and 29 dwelling units per acre, providing for "*apartments, condominiums, and other forms of multifamily housing*." Specifically, a density of 29 dwelling units per acre could potentially advance the goals or policies of providing a mix of housing types, since market forces would likely encourage building to the maximum density allowed. Rezoning could also facilitate infill development and the use of existing infrastructure, which reduces urban sprawl and the need for greenfield development.

Criterion 4 (14-3.5(C)(d)): the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city;	**Criterion Met: (Yes/No)** **YES**

Applicant Response:
The rezoning is consistent with the City's policies regarding the provision of urban land sufficient to meet the projected growth in both population and housing demand. This consistency is reflected in several key aspects of the General Plan, particularly regarding infill development, higher densities, and sustainable urban growth.

General Plan Figure 4-4, Urban Sub-Areas, designates the subject Property and surrounding area as an "Infill Area." General Plan Section 4.1 states, "In both 'infill' and 'future growth' areas, the city must encourage higher densities of residential and commercial development than existing zoning often allows" to help "create efficient use of already existing roads and utilities, help ensure cost-efficient public transit, and provide the type of housing that will be in demand…".

The rezoning proposal supports the city's policy of maximizing the efficiency of existing urban infrastructure. By increasing the density of a Property within an established urban area, the city can accommodate growth without the need to extend roads, utilities, or other public services into undeveloped areas. This not only aligns with sustainability goals, but also helps manage the rate of growth in a manner consistent with long-term city planning. The size of the land proposed for rezoning

is adequate to support an increase in housing units while remaining within the capacity of the current infrastructure, which is vital for balanced and manageable urban growth.

The rezoning is also consistent with the city's policy to ensure that the supply of urban land meets long-term housing demand, thereby supporting sustained population growth. By rezoning for higher density, the city is not just responding to immediate tenant needs, but is planning for future demand. This strategic approach ensures that as the population grows, there is adequate housing available in desirable locations, contributing to economic stability and urban vitality.

Staff Response:
Staff agrees with the Applicant's response. The amount of land, at 2.50 acres is one of the largest parcels in the vicinity. Staff finds that rezoning the subject parcel could provide for housing needs in the center of the City where infrastructure already exists and reduce the pressure to accommodate such growth at the edges of the City.

If the subject Property is rezoned to R-29, a future residential development on this 2.50-acre site could potentially allow a maximum of 72.5 (rounded down to 72) dwelling units. Any future residential development on the subject Property will have to comply with the Affordable Housing ordinance, based on the number of proposed dwelling units. A density bonus of 15% can also be utilized, depending upon the provision of affordable housing units or a fee-in-lieu.
Additionally, 14-3.5(C)(2)(b) prohibits a rezoning if the rezoning will *"affect an area of less than two acres, unless adjusting boundaries between districts."* The Applicant's request is to rezone 2.50 acres. Staff finds that Criterion 4 (14-3.5(C)(1)(d)) is met.

Criterion 5 (14-3.5(C)(1)(e)): the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.	**Criterion Met: (Yes/No)** **YES**

Applicant's Response:
Water and Sewer Capacity:
Utility Service Applications have been submitted to the Water and Wastewater Divisions and we are awaiting their response.

Public Schools:
With respect to school capacity, Santa Fe Public Schools responded as follows per the attached email: "We do not have objections to this redevelopment, and we will take the notification of the additional 33 units into consideration for our school planning."

Park Capacity:
The proposed rezoning and redevelopment of the parcel are well-supported by the proximity to a variety of public parks, providing residents with ample recreational options within walking distance. Cornell/Rose Park (1.54 acres) is a neighborhood park just 625 feet from the site, while Salvador Perez Park, a larger community park (11.95 acres), is a short 0.25-mile walk from the Property. The park is equipped with a variety of amenities, including two tennis courts, picnic tables, play equipment, a park shelter, three baseball fields, a soccer field, volleyball court, concession stand, restrooms, a multi-purpose field, and a recreation center with an indoor swimming pool. Additionally, there is the adjacent Salvador Perez Dog Park, a 0.57-acre neighborhood park. Combined, these parks total 13.93 acres and are all within 0.25 miles of the site, offering residents convenient access to green spaces and outdoor

activities, which enhances the appeal of the higher-density development and supports a high quality of life for future residents.
A request for confirmation of park capacity was forwarded to the Parks Division on August 20, 2024 and we are awaiting their response.

Public Transportation:
The proposed rezoning to R-29 is well-supported by the proximity of adequate public transportation options, which can effectively accommodate a maximum-density buildout of the Property. The parcel's location offers convenient access to multiple bus routes, ensuring that future residents have reliable public transportation options that align with the city's goals for sustainable urban growth and reduced dependency on personal vehicles.
A Route 6 bus stop is 400 feet from the site on Galisteo St. There are two Route 4 bus stops approximately 450 feet from the Property on Don Diego near the intersection with Camino de los Marquez.

Emergency Services:
The Santa Fe Police Department reviewed the proposal and determined it will have no impact on their call volume in this location based on historical records concerning police calls for services. See the attached response document.
The Santa Fe Fire Department reviewed the proposal and provided the requested information to our Land Use case manager.

Road Capacity:
A Site Threshold Assessment was conducted (attached) and the proposed addition of 33 dwelling units does not meet the threshold for a Traffic Impact Analysis, because it is understood that such low traffic generation will have a negligible impact on the roadway network.

Staff Response:
Code section 14-3.5(C)(e) requires that "the existing and proposed infrastructure, such as the street system, sewer and water lines, and public facilities, including fire stations and parks, must be able to accommodate the impacts of the proposed development." As stated in the Applicant's response, the Applicant contacted each of the infrastructure/utility providers as well as the providers of public facilities and services, such as schools and emergency response. Each provider, with the exception of the Wastewater Division, stated no objection to the proposed Rezoning and indicated general capacity in their respective systems or facilities (*see* Attachment A: *DRT [Development Review Team] Comments*).

City water facilities currently serve the Property, and this will continue if the Rezoning is approved. The City's water division has assessed that there is adequate capacity in the existing lines to provide service to the proposed density of the R-29 zoning district. The water division has requested that, as part of any future development plan for the subject Property, the Applicant submit a Water Plan and an Agreement to Construct and Dedicate for review and acceptance (*see* Attachment A: *DRT Comments*).

City sewer facilities currently serve the Property, and this will continue if the Rezoning is approved. During the Development Review Team (DRT) process, the City's wastewater division staff identified that the sewer line that currently serves the Property is compromised. The existing rock-built manhole was

built in 1939 and is not structurally stable or safe to enter (see Attachment A: DRT Comments). Given these issues with the sewer line and manhole, the additional density requested in the Proposal cannot be supported by the existing infrastructure at this Property unless the Applicant makes certain repairs to the manhole and sewer line. The repairs would allow the line and manhole to accommodate the anticipated impacts of the new proposed density.

Therefore, the Applicant must repair the manhole and sewer line if the Rezoning is approved. Section 14-3.5(D)(1) states that "If the impacts of the proposed development or Rezoning cannot be accommodated by the existing infrastructure and public facilities, the city may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable city ordinances, regulations or policies…" To remedy the deficiency, the Applicant worked with the City Wastewater Division to identify a solution. The Applicant obtained and submitted an engineer's estimate for repairing both the line and the manhole, which the City's wastewater engineer approved. The Applicant also submitted a financial guarantee and funds into escrow with the City that are sufficient to cover the cost of line and manhole repair (see Attachment B: *Applicant Materials*). If the Rezoning request is denied, the funds will be returned to the Applicant, as there will be no new potential density for which any impacts will need to be accommodated. If the Rezoning request is approved, the Applicant will be required to repair the line and manhole to the City's satisfaction (and warranty the work) prior to the permitting of any demolition or development of the subject Property. The City would provide the necessary permits and inspect the finished product. If the Applicant does not complete the agreed-upon work, or does not complete the work to City standards, the City has the right to utilize the funds to complete the work. Without this repair work, the Rezoning would fail to meet this criterion as the existing infrastructure could not accommodate the impacts of the proposed additional density.

Given the responses received from the DRT agencies, and the security of the financial guarantee and the Applicant's commitment to completing the sewer repair work, Staff finds that the existing and proposed infrastructure such as the streets system, sewer and water lines, as well as the public facilities such as fire stations and parks, will be able to accommodate the impacts of the proposed development and, therefore, Criterion 5 (14-3.5(C)(1)(e)) is met.

Criterion 6 (14-3.5(C)(2)): Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to: **(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;** **(b) affect an area of less than two acres, unless adjusting boundaries between districts; or** **(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.**	**Criterion Met: (Yes/No)** **YES**

Applicant's Response:
This rezone request not only complies with the Property's Future Land Use Map designation of High-Density Residential, but it also embodies many of the Plan's themes and policies with respect to infill, compact urban form, economic development, and support for the arts. Therefore, the criteria above are not applicable to this application.

Staff Response: Staff Agrees with the Applicant's response. The proposed change is consistent with applicable General Plan policies and themes discussed above, for the following reasons:

(a) The prevailing use and character of the area is a mix of single-family and multi-family residential. Low-intensity commercial uses are also present in the vicinity. A density increase to R-29 is consistent with the density that was contemplated in and established by the Future Land Use Map.
(b) The Property is greater than two acres.
(c) The adjacent land use patterns for the area are consistent with the General Plan policies. The proposed density is more intense than that of some nearby multifamily developments; however, Staff finds that the level of infill made possible by the Rezoning is, overall, beneficial to the City and consistent with the General Plan. Staff finds that the Rezoning would not take place at the expense of the surrounding landowners or general public, as this neighborhood already contains multifamily developments at a density greater than single-family homes. That said, it is important to note that the character (height, massing, siting, etc.) of any specific future development on the Property will be subject to the applicable discretionary review processes and must meet all criteria related to compatibility with the existing development in the neighborhood. A parcel of this size has the potential to significantly influence neighborhood character and its development should blend in with the existing historic character of the South Capitol neighborhood and Cordova Road corridor. When the Property is reviewed for a Development Plan in the future, consideration will be given to visual impacts to adjacent single-family areas along Galisteo Avenue, including landscape buffering in those areas. Staff finds that Criterion 6 (14-3.5(C)(2)) is met.

VIII. Conclusion

The Applicant has complied with all application process requirements for a Rezoning as described in the City Code:

a) The Applicant complied with the following steps required by the Santa Fe City Code:

1) Pursuant to 14-3.1(E) "Pre-application," the Applicant conducted a pre-application conference on July 11, 2024.

2) Pursuant to 14-3.1(F) "Early Neighborhood Notification" (ENN) the Applicant conducted one ENN on July 30, 2024.

3) The Applicant has addressed the Rezoning Approval Criteria per Section 14-3.5(C) "Approval Criteria."

Staff and the DRT have analyzed the Proposal and found that it meets all applicable Code criteria. The Land Use Department recommends APPROVAL of the Proposal.

IX. Attachments

A. *Development Review Team (DRT) Comments*
B. *Applicant Materials*
C. *Early Neighborhood Notification (ENN) Materials*
D. *Public Comments to Planning Commission*
E. *Planning Commission Approved Findings of Fact and Conclusions of Law*

Signature: Elisa D. Montoya
Elisa D. Montoya (Apr 25, 2025 08:35 MDT)

Email: edmontoya1@santafenm.gov

Signature:

Email: hllamboy@santafenm.gov

///, 2025

Governing Body

Case 2024-8898: 214 Camino De Los Marquez Rezoning

ATTACHMENT A

Development Review Team (DRT) Comments

Development Review Team (DRT)
Comment Form

Date: 9/5/24

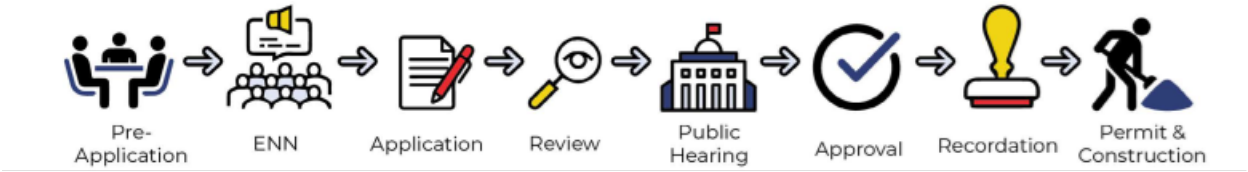
DRT Member: Dee Beingessner

Dept/Div: Land Use/Engineering

Case No.: Case #2024-///: ///

Case Planner: Janice Biletnikoff, AICP

Development Review Process Flow Chart



*See the *2024 Development Review Schedule* for details

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Conditions of Approval:	**Must be completed by:**	**Applicant Response**:**
1. No comments on this rezoning. Comments will be provided when plans are submitted.		
2.		
3.		
4.		
5.		
6.		

Technical Corrections:	**Must be completed by:**	**Applicant Response**:**
1.		
2.		
3.		
4.		

***The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.*

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
2.

Form Updated: March 2024

Development Review Team (DRT)
Comment Form

Date: August 2, 2024

DRT Member: Geronimo Griego, Fire Marshal

Dept/Div: Fire Prevention Divisions

Case No.: 2024-8898 214 Camino De Los Marquez Rezoning

Case Planner: Janice Biletnikoff, AICP

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.



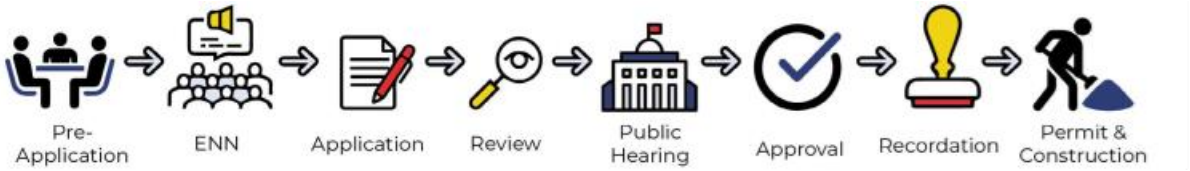
Timing of Conditions of Approval + Technical Corrections

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d. *At the time of Construction* – these conditions/technical corrections can be addressed during the construction and inspection processes.

Form Updated: March 2024

Development Review Process Flow Chart



*See the *2024 Development Review Schedule* for details

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Conditions of Approval:	**Must be completed by:**	**Applicant Response**:**
1. Shall provide proposed building heights.	Prior to Public Hearing	
2. Shall verify fire sprinkler system.	Prior to Public Hearing	
3. Shall provide proposed hydrant locations	Prior to Public Hearing	
4. Shall provide apparatus access road widths.	Prior to Public Hearing	
5.		
6.		

Technical Corrections:	**Must be completed by:**	**Applicant Response**:**
1.		
2.		
3.		
4.		

***The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.*

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
2.

Explanation of Conditions or Corrections (if needed):

(see following pages for notes required)

Form Updated: March 2024

From: GRIEGO, GERONIMO G.
To: BILETNIKOFF, JANICE I.
Subject: Re: DRT Review Requested: Case 2024-8898 214 Camino De Los Marquez Rezoning
Date: Wednesday, August 21, 2024 2:35:02 PM
Attachments: image001.png

Yes, that makes sense. I don't have issues with the rezoning. Sorry for the confusion on my part.

Get Outlook for iOS

From: BILETNIKOFF, JANICE I. <jibiletnikoff@santafenm.gov>
Sent: Wednesday, August 21, 2024 2:08:00 PM
To: GRIEGO, GERONIMO G. <gggriego@santafenm.gov>
Subject: RE: DRT Review Requested: Case 2024-8898 214 Camino De Los Marquez Rezoning

Hi, Geronimo-
Just to clarify: the info needs that you've identified in your response letter will be provided in their future application for the Development Plan (once they've decided on what to build there).

The current request is just for the Rezoning – which will allow the landowner to increase the density and therefore their draw upon SFFD resources (i.e., 33 more units to respond to). Considering the increased households, are you OK with this potential increase in demand on SFFD capacity? I don't know how you guys calculate carrying capacity for emergency response, so I rely on you to inform us if there's not enough space in your current system. I apologize that I wasn't clearer about this initially.

Thank you,
Janice

Janice Biletnikoff, AICP
Long-Range Strategic Planner
Planning & Land Use Department
City of Santa Fe
(505)955-6325
jibiletnikoff@santafenm.gov

Development Review Team (DRT)
Comment Form

Date: 9/6/2024

DRT Member: Leah Yngve

Dept/Div: PW/MPO

Case No.: **Case #2024-8898. 214 Camino De Los Marquez Rezoning.**

Case Planner: Janice Biletnikoff

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Conditions of Approval:	**Must be completed by:**	**Applicant response:**
1.	Prior to Public Hearing	
2.	Prior to Public Hearing	

Technical Corrections:	**Must be completed by:**	**Applicant Response:**
1. 10 bicycle parking spaces are required achieved by 5 inverted U style racks and installed per specifications in code (below)	Prior to Public Hearing	
2.	Prior to Public Hearing	
3.	Prior to Public Hearing	

Explanation of Conditions or Corrections (if needed):

TABLE 14-8.6-3: General Off-Street Bicycle Parking For all uses except hotels or motels	
Automobile Parking Spaces Required	**Bicycle Spaces Required**
0—5	4
5—15	6
16—50	8
51—100	10
100 or more	12

Exhibit D Bicycle Rack Standards and Dimensions

(Subsection 14-8.6(E))

Racks:

- Inverted U type bicycle racks are the required bicycle parking rack.

• Each rack must be securely anchored and accommodate a bicycle frame where one wheel can be locked to the rack with a high security, U-shaped shackle lock if both wheels are left on the bicycle.
• A space of two (2) feet by six (6) feet (12 square feet) must be provided for each required bicycle parking space so that a bicycle six (6) feet long can be securely held with two points supported so that the bicycle cannot be pushed, or fall in a way that would damage the bicycle frame, wheel, or components.
• All racks must provide two points of contact with the frame at least 6" apart horizontally.
• If a bicycle corral is sought within a public street right-of-way, all design elements shall be developed in coordination with and approved by the city of Santa Fe public works department and parking division.

Distance to other racks:

• Racks placed parallel to each other (side by side) must be at least thirty-six (36) inches apart, this includes rack units sold as multiple units attached together.
• Racks aligned end to end must be at least ninety-six (96) inches apart.

Distance from wall:

• Racks placed perpendicular to a wall must be at least forty-eight (48) inches from the wall to the nearest vertical component of the rack.
• Racks parallel to a wall must be at least thirty-six (36) inches from the wall.

Distance from curb:

• Racks placed perpendicular to a curb must be at least forty-eight (48) inches from the curb to the nearest vertical component of the rack.
• Racks placed parallel to a curb must be at least twenty-four (24) inches from the curb to the rack.

Distance from pedestrian aisle:

• Rack units perpendicular to a pedestrian aisle must be at least forty-eight (48) inches from the rack to the edge of the aisle, and the pedestrian aisle should be at least sixty (60) inches wide.

Parking and maneuvering areas:

• Each required bicycle parking space must be accessible without needing to move another bicycle.
• There must be an aisle of at least five (5) feet wide behind all required bicycle parking to allow for maneuvering of the bicycle. Where bicycle parking is next to a sidewalk, the maneuvering area may extend into the sidewalk.
• The area devoted to bicycle parking must be hard surfaced.

From: MCDONALD, MELISSA A.
To: BILETNIKOFF, JANICE I.
Subject: FW: 214 Camino de los Marquez Rezone
Date: Friday, August 30, 2024 9:50:59 AM
Attachments: image001.png
image002.png

Hi Janice—
I'm satisfied with the increase in density and the distance to parks. I've never been asked to validate this further. Please let me know what you need from me.

Hope you have a great vacation, and we'll talk when you're back!

Thanks,
Melissa

Melissa McDonald, PLA
Parks and Open Space Division Director
mamcdonald@santafenm.gov
505-303-9502

CITY OF SANTA FE
PARKS & OPEN SPACE

From: VALDEZ, BENJAMIN P.
To: Lauren McAllister; BARNETT, LAWRENCE
Cc: jennifer@jenkinsgavin.com; BILETNIKOFF, JANICE I.
Subject: Re: New Residential Development
Date: Friday, August 16, 2024 1:46:40 PM
Attachments: image001.png

Good afternoon Lauren,

I reviewed the proposal and it should have no impact on our call volume in this location based on historical records concerning police calls for services.

This of course can change based on the conduct of the residential occupants, but we have ordinances (Nuisance Abatement) that can be used to address those concerns if they arise.

Thank you,

Ben Valdez
Deputy Chief of Police / Administration
Santa Fe Police Department
Office # 505-955-5040





From: Gabe Romero
To: Jennifer Jenkins
Cc: Lauren McAllister; BILETNIKOFF, JANICE I.; ebostwick@sfps.k12.nm.us
Subject: Re: [EXTERNAL SENDER] New Residential Development
Date: Wednesday, August 14, 2024 1:50:57 PM
Attachments: image001.png

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.

Hi Jennifer,

We do not have objections to this redevelopment, and we will take the notification of the additional 33 units into consideration for our school planning.

Thank You,

Gabe D. Romero
Executive Director of Operations
Office# (505) 467-3414

Date: September 9, 2024

DRT Member: Leroy N. Pacheco, PE and Philip Gallegos, PE (Wilson & Company)

Dept/Div: Public Works/Traffic

Case No.: 214 Camino de los Marquez Case 2024-8898

Case Planner: Janice Biletnikoff, AICP – Long Range Strategic Planner

---

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Case #

Conditions of Approval:	**Must be completed by:**	**Applicant response**:**
1.		
2.		
3.		
4.		
5.		
6.		

Technical Corrections:	**Must be completed by:**	**Applicant response**:**
1. None for the Rezone Approval (see note below)	N/A	
2.		
3.		
4.		

**The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. Should the rezone be approved, a traffic study that considers the entire 83-unit proposed development will be required prior to the development's master plan development approval goes to planning commission.
2. City of Santa Fe Building Code, Chapter 23-3.2 states that before commencement of any new construction, it is **mandatory** for the owner to obtain approval from the public works department for any driveway curb cut or sidewalk crossing. This approval must be issued **before** a building permit for such new construction is approved.

Explanation of Conditions or Corrections (if needed):

(see following pages for notes required)

From: HOLLAND, TOWNSEND S.
To: Lauren McAllister
Cc: jennifer@jenkinsgavin.com; BILETNIKOFF, JANICE I.
Subject: RE: Waste Water Application- Camino de Los Marquez
Date: Friday, August 30, 2024 5:16:08 PM
Attachments: image001.png

I have reviewed the available video for the sewer lines that serves this site and further downstream. Overall, there does not appear to be a capacity issue of the existing system to serve the additional dwelling units. However, the 8-inch concrete sewer line that starts at the site is holding water. The pipe is over ½ full. We are going to video the line again as the video I had was older. As it is now, I would not allow any addition flows into this line.

We will try to get the line videoed ASAP

T. Stanley Holland, P. E.
Wastewater Division
73 Paseo Real
Santa Fe,New Mexico 87507
505-955-4637
tsholland@santafenm.gov

Development Review Team (DRT)
Comment Form

Date: October 3, 2024

DRT Member: Stan Holland P.E.

Dept/Div: Utilities/Wastewater

Case No. 2024-8898 – Camino de Los Marquez

Case Planner: Janice Biletnikoff, AICP

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.



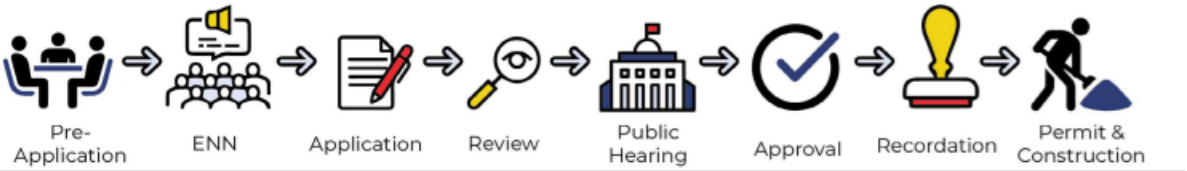
Timing of Conditions of Approval + Technical Corrections

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Form Updated: March 2024

Development Review Process Flow Chart



*See the *2024 Development Review Schedule* for details

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

The Wastewater Division received a Utility Sewer Service Application on August 20, 2024, from the Jenkin Gavins company for the Camino de Los Marquez project. We were informed the project was to redevelop the property to 83 units, increasing it by 33 units. The request was for the confirmation of adequate capacity of the existing public sewer system to serve the additional population they were proposing under the new density.

The Wastewater Division conducted a new T.V. of the public sewer line serving the property and inspected several manholes. We also had some previous videos of the same lines. The section of sewer line the property connects with starts at a terminal manhole and goes downstream approximately 125 feet to where the sewer line connects to another sewer manhole. There is a belly in the downstream section of sewer line where the camera went under water and the downstream sewer manhole is a relic from 1939. It is built with rocks and has a service line which sprays water into the manhole. The manhole is not constructed to current standards and not safe to enter.

Based upon this information the Wastewater Division will not approve the introduction of 33 additional units. To do so the existing rock sewer manhole will need to be replaced, and a section of the existing sewer line will need to be replaced.

Chapter 22 - Sewers

22-5.1 - Determination of Necessity.

Prior to the development or improvement of any property which may cause the generation of wastewater, the owner shall request a review by the division. The division shall provide a written response which shall establish the necessity for connection to the POTW, assess the availability of sanitary sewer service in the area and cite the conditions under which wastewater collection and treatment service may be provided by the city. This city's written response shall be obtained by the owner prior to the commencement of the design of any sanitary sewer improvements affecting the property.

(Ord. #1997-3, § 27)

Chapter 14 – Land Development

14-3.5 - REZONINGS

(C) Approval Criteria (1) (e)

The existing and proposed infrastructure , such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development .

14-3.5 - REZONINGS

Additional Applicant Requirements (D) (1)

If the impacts of the proposed *development* or rezoning cannot be accommodated by the existing *infrastructure* and public facilities, the *city* may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable *city* ordinances, regulations or policies

***The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.*

Form Updated: March 2024

Development Review Team (DRT)
Comment Form

Date: October 3, 2024

DRT Member: Stan Holland P.E.

Dept/Div: Utilities/Wastewater

Case No. 2024-8898 – Camino de Los Marquez

Case Planner: Janice Biletnikoff, AICP

DRT Review Schedule – 9-12+ weeks*

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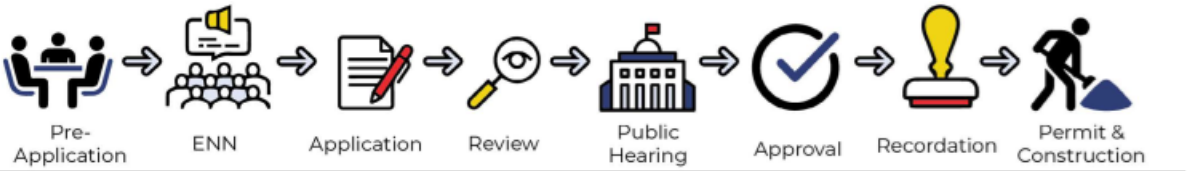
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Form Updated: March 2024

Development Review Process Flow Chart



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(Ord. #1997-3, § 27)

Chapter 14 – Land Development

14-3.5 - REZONINGS

(C) Approval Criteria (1) (e)

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14-3.5 - REZONINGS

Additional Applicant Requirements (D) (1)

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***The Applicant must respond to the condition of approval or technical correction, indicating they have met the requirement and providing a reference in their revised submittals. If the applicant has not met the requirement, they must indicate as much and provide a response.*

Form Updated: March 2024

Development Review Team (DRT)
Comment Form

Date: September 5, 2024

DRT Member: Taylor Jurgens

Dept/Div: Public Utilities/Water Division

Case No.: Case 2024-8898: 214 Camino de los Marquez Rezoning

Case Planner: Janice Biletnikoff

DRT Review Schedule – 9-12+ weeks*

Initial DRT Comments are due to the case planner within three weeks of the *DRT Application Intake* meeting. Initial DRT review should confirm that the application is complete (i.e. Water Budget has been submitted) and/or identify additional submittals or corrections (i.e. Water Budget needs revision). The case planner will review and convey all *Initial DRT Comments* to the applicant via a *Review Memo*. The applicant must respond to all *Initial DRT Comments* and submit a revised application for Final Review. *Final DRT Comments* are due to the case planner within two weeks of receipt of the revised application. The case planner will review and convey all *Final DRT Comments* to the applicant in a *Final Review Memo*. The complete DRT Review Timeline can range from 9-12+ weeks, depending on the complexity and quality of the application and the total number of applications under review.



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d. *At the time of development* -

Development Review Process Flow Chart



Form Updated: September 2023

*See the *2024 Development Review Schedule* for details

Conditions of Approval and Technical Corrections Tables

Review by this division/department has determined that this application will meet applicable standards if the following Conditions of Approval and Technical Corrections are met:

Conditions of Approval:	**Must be completed by:**	**Applicant response:**
1. An approved Water Plan will be required for all new public water infrastructure and fire services. Water Plan to be submitted to the City Water Division for review as part of the Development Plan application and review.	Prior to approval of Development Plan	
2. An approved Agreement to Construct and Dedicate (ACD) will be required for new public water infrastructure and fire services.	Prior to building permit approval	
3.		
4.		
5.		
6.		

Technical Corrections:	**Must be completed by:**	**Applicant Response:**
1.		
2.		
3.		
4.		

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]
2.

Explanation of Conditions or Corrections (if needed):

(see following pages for notes required)

From:	HOOK, ALAN G.
To:	Lauren McAllister; JURGENS, TAYLOR R.
Cc:	jennifer@jenkinsgavin.com; BILETNIKOFF, JANICE I.; MARQUEZ, DORA A.
Subject:	RE: Utility Service Application- Camino de Los Marquez
Date:	Thursday, August 29, 2024 2:54:52 PM
Attachments:	image001.png Application Utility Service - 214 Camino de Los Marquez.pdf

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Lauren,

To your question, *Is there adequate capacity/taps/lift/pressure/etc. to serve the additional population we are proposing under the new density?* I would refer you to our Water Engineering section and I have included Taylor Jurgens & Dora Marquez.

As for your alternative Development Water Budget, you will need to recalculate your units on page 5 of the attached application, which will change the contingency fee and the Total Demand Offset. BTW, don't forget:

25-12.4 - Tender of water rights.

A. Water rights proposed to be transferred to the city's water system for dedication to a development shall be tendered to the city attorney at whichever review stage is applicable and occurs first in the review of a particular development, according to the following requirements:

(2) Not later than sixty (60) days after the final land use approval of the final development plan by the planning and land use department, the planning commission or the governing body

Best,

Alan G. Hook
Water Resources Coordinator &
Santa Fe Municipal Watershed Program Manager
Water Resources & Conservation
City of Santa Fe Water
801 W. San Mateo Rd.
Santa Fe, NM 87501
(505) 955-4205 office
aghook@santafenm.gov

City of Santa Fe,New Mexico
UTILITY SERVICE APPLICATION

***Fill in all highlighted fields on this application. Applicant must sign and date application.**

Check one only:
- ✓ Sewer Service Technical Evaluation Request
- ✓ Water Service Technical Evaluation Request
- ____ Agreement for Metered Service (AMS)
- ____ Agreement to Construct and Dedicate Public Improvements (ACD)
- ____ Annexation Application Water Budget
- ____ Water Offset Program/Water Rights Compliance Evaluation Request

WORK ORDER # _____

Applicant Name: Jennifer Jenkins

Project Address: 214 Camino de Los Marquez

***Required - Attach a Plat of the Property (legal lot of record and proposed development)**

Plat Filing Information: Year 1982 Book 122 Page 035 Township, Range, Section: T17N R9E S25

Location: (check one only) Inside Corporate City Limits ✓ Outside Corporate City Limits ____

Property Uniform Property Code: 1-054-098-018-184 Existing Well: Yes ____ No ✓

Legal Description including lot size: 2.501 acres lot at 214 Camino de Los Marqez T17N R9E S25 with a UPC of 1-054-098-018-184

Short Description of Project: _50-unit multi-family project to a 83-unit community comprised of two three-story building

Construction Start Date: September 2026

*RESIDENTIAL PROJECT - Complete the following

1. Type of project: (i.e. Single Family Residence, Subdivision, Lot split, Apartments)	_Apartments_____
2. Total number of lots approved on final plat/development plan:	_33 Units_
3. Total number of homes existing or under construction:	_50 Units_
4. Size of service requested: (5/8", 3/4", 1" or 2")	_TBD__

***Please fill in all categories below that apply for which water service is requested:**

--- COMPLETED BY APPLICANT --- Number of Lots or Units		*--- COMPLETED BY STAFF ---* Water Use Factors	Annual Water Demand
_____	Single Fami`ly Dwelling Unit, lot size less than 6,000 sq. ft.	.15 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft	.17 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.	.25 afy per d.u.	_____
_____	Mobile Home (in Mobile home park)	.17 afy per d.u.	_____
_____	Accessory Dwelling Unit	.09 afy per d.u.	_____
_83 _	Apartment/Condominium	.16 afy per d.u. *	_____
_____	Senior Complex	.12 afy per d.u.	_____
_83*__ Total		**Total Residential Water Demand**	**_____ AFY**

*33 New Units

*COMMERCIAL PROJECT - Complete the following

Type of Project: (i.e. Office, Retail, Mixed, etc.) _____
Total gross floor area of building: _____ square feet
Total area of lot, tract or parcel: _____ acres
Automatic Fire Sprinkler System: _____ Yes _____ No
Building Construction Type: _____
Building Square Footage: _____
Site Plan Attached: _____Yes _____ No

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

---- COMPLETED BY APPLICANT ----		---- COMPLETED BY STAFF ----	
Check Type of Use	Gross Floor Area	Water Use Factors	Annual Water Demand
Commercial			
____ Office – Non-medical	_____	(0.70 afy per 10,000 s.f.)	_____
____ Medical Office	_____	(0.72 afy per 10,000 s.f.)	_____
____ Office – City/State	_____	(0.58 afy per 10,000 s.f.)	_____
____ Research and Development Lab	_____	(1.18 afy per 10,000 s.f.)	_____
____ Manufacturing – Goods	_____	(0.21 afy per site)	_____
____ Manufacturing – Consumables	_____	(2.33 afy per site)	_____
____ Laundromat, Commercial	_____	(0.78 afy per machine)	_____
____ Laundromat, Other	_____	(0.22 afy per machine)	_____
____ Drycleaner	_____	(0.41 afy per site)	_____
____ Plant Nursery	_____	(0.56 afy per 10,000 s.f.)	_____
____ Gyms with showers	_____	(8.94 afy per site)	_____
____ Gyms without showers	_____	(0.77 afy per site)	_____
____ Salons	_____	(0.21 afy per site)	_____
____ Pet Grooming	_____	(0.52 afy per site)	_____
____ Pet Daycare	_____	(0.11 afy per site)	_____
____ Retail, Large (Individual stores or shopping areas > 75,000 sq ft)	_____	(0.45 afy per 10,000 s.f.)	_____
____ Neighborhood Center/Medium Retail (Individual stores or shopping areas 75,000-25,000 sq ft)		(0.43 afy per 10,000 s.f.)	_____
____ Retail, Small (Individual stores or shopping areas < 25,000 sq ft)	_____	(0.06 afy per site)	_____
____ Gallery	_____	(0.60 afy per site)	_____
____ Grocery Store	_____	(1.27 afy per 10,000 s.f.)	_____
____ Restaurant (full service)	_____	(0.02 afy per seat)	_____
____ Restaurant (limited service)	_____	(1.63 afy per Site)	_____
____ Gasoline Station w/ Car Wash	_____	(6.56 afy per Site)	_____

____	Gasoline Station	_____	(0.88 afy per Site)	_____
____	Car Wash (full service)	_____	(5.66 afy per Site)	_____
____	Car Wash (limited service)	_____	(0.94 afy per Wash Bay)	_____
____	Auto Repair	_____	(0.12 afy per site)	_____
____	Car Rental	_____	(0.12 afy per site)	_____
____	Car Sales	_____	(0.07 afy per 10,000 s.f.)	_____
____	Self Storage	_____	(0.13 afy per site)	_____
____	Wholesale, Warehousing	_____	(0.4 afy per 10,000 s.f.)	_____
____	Industrial, Manufacturing	_____	(applicant estimate of water use)	_____
____	Church w/ day care or school)	_____	(1.3 afy per Site)	_____
____	Church w/o day care or school)	_____	(0.6 afy per Site)	_____
____	Hotel	No. of rooms _____	(.13 afy per room)	_____
____	Motel	No. of rooms _____	(.09 afy per room)	_____

Public Services

____	School, Elementary	(0.53 afy per 100 students)	_____
____	School, Middle or Junior High	(1.68 afy per 100 students)	_____
____	School, Senior High	(2.64 afy per 100 students)	_____
____	Schools, Daycare	(0.85 afy per 100 kids)	_____
____	Places of Worship	(0.15 afy per site)	_____
	With Daycare and school	(0.95 afy per site)	_____
____	Parks	(1.48 afy per acre)	_____
____	**Other** (not listed above) Please attach water demand calculations and assumptions used	(with attachment)	_____

Total Floor Area _____

Total Commercial Water Demand _____**AFY**

Total Residential Water Demand _____**AFY**

TOTAL PROJECT WATER DEMAND _____**AFY**

13.19 AFY See attached water budget.

City of Santa Fe,New Mexico
UTILITY SERVICE APPLICATION

OWNER:_Santa Fe Opera_____ Mailing Address:_P.O. Box 2408_____ _Santa Fe, NM 87501___ _____ Phone Number: _____ Mobile Number:_____		***Only If Applicable** AGENT: _Jennifer Jenkin_____ Title: _____ Mailing Address:_130 Grant Ave_____ _Santa Fe, NM 87504_____ Phone Number: _505-820-7444_____ Mobile Number:_505-930-6149_____

Information Provided By: Check one: Owner _____ Agent ✓

Signature: _____ Date: 8/14/24

Technical Evaluation to be Sent to: Check one: Owner _____ Agent ✓

COMMENTS: _____

_____

_____

APPLICANTS, PLEASE NOTE:

- Ordinance 2008-53, prohibits new connections outside the presumptive city limits including the Agua Fria traditional historic community (AFTHC) unless specific conditions are met. Applications for service outside the presumptive city limits and AFTHC must include documentation showing these conditions are met or the application will be rejected. The documents required are shown below.
- A map of the proposed project in relation to the existing city limits and the presumptive city limits
- A detailed description of the proposed develop0ment including the type and size of proposed land uses
- The health, safety and welfare or other legal reason for the connection
- A site water budget
- Documentation from the County of Santa Fe that county water service is not available
- Documentation from the wastewater division regarding sewer availability
- A certified Santa Fe Homes Proposal as set forth in Section 14-8.11 SFCC 1987 if applicable

PRELIMINARY WATER BUDGET
214 Camino de Los Marquez Rezone
August 14, 2024

83 dwelling units
1.5 residents per dwelling unit

Usage Per Unit

4 FLUSHES/DAY @ 1.26 GAL EACH	2,759.4	GPY		
SHOWER - 10 MINUTES/DAY @ 1.5 GPM	8,212.5	GPY		
BATHROOM SINK - 5 MIN/DAY @ 2.5 GPM	6,843.8	GPY		
LAUNDRY - 0.3 LOADS /DAY @ 20 GAL/LOAD	3,650.0	GPY		
DISHWASHER - 0.3 LOADS/DAY @ 13 GAL/LOAD	2,135.3	GPY		
KITCHEN SINK - 7 MIN/DAY @ 2.0 GPM	7,665.0	GPY		
CLEANING - 3.0 GAL/WEEK	12,948.0	GPY		
SUBTOTAL PER UNIT	*44,213.9*	*GPY*	*0.136*	*AFY*
TOTAL USAGE FOR 83 UNITS	3,669,753.7	GPY	11.26	AFY
LANDSCAPE IRRIGATION	244,388.3	GPY	0.75	AFY
DEVELOPMENT WATER BUDGET*			**12.01**	**AFY**
9.8% Contingency per SFCC §14-8.13(E)(1)			**1.177**	**AFY**
TOTAL WATER DEMAN OFFSET			**13.19**	**AFY**
ANNUAL WATER USE PER DWELLING UNIT			**0.145**	**AFY**

*Per SFCC 14-8.13(B)(3) the Development Water Budget will be reduced by an amount equal to the average annual consumption in the twenty-four months that the highest water use was active during the preceding ten years.

///, 2025

Governing Body

Case 2024-8898: 214 Camino De Los Marquez Rezoning

ATTACHMENT B

Applicant Materials

(date stamp)

REZONING APPLICATION 14-3.5

Parcel Information

Project Name: **214 Camino de Los Marquez** Property Size: **2.5 Acres**

Address: **214 Camino de Los Marquez**

Current Zoning: R-21 PUD Proposed Zoning: **R-29**

Does a Development Plan application accompany this application? YES ☐ NO ☒

Preapplication Conference Date: **July 11, 2024** UPC Code Number: **1-054-098-018-184**

Early Neighborhood Notice (ENN) meeting date: **July 30, 2024**

Property Owner Information

Name: **Santa Fe Opera**
First *Last*

Address: **P.O. Box 2408,**
Street Address *Suite/Unit #*

Santa Fe **NM** **87501**
City *State* *ZIP Code*

Phone: E-mail Address:

Applicant/Agent Information (if different from owner)

Company Name: **JenkinsGavin, Inc.**

Name: **Jennifer** **Jenkins**
First *Last*

Address: **130 Grant Ave** **Ste 101**
Street Address *Suite/Unit #*

Santa Fe **NM** **87504**
City *State* *ZIP Code*

Phone: **505-820-7444** E-mail Address: **jennifer@jenkinsgavin.com**

Correspondence Directed to: ☐ Owner ☒ Applicant ☐ Both

Agent Authorization (if applicable)

I am/We are the owner(s) and record title holder(s) of the property located at:

I/We authorize **See attached.** to act as my/our agent to execute this application.

Signed: Date:

Signed: Date:

A case manager will be assigned to your project and will notify you within 10 business days if any additional information is needed. After your application has been reviewed by City staff, we will contact you regarding public notice requirements. A packet of information and instructions will be provided regarding the required mailing and sign posting. Please contact the Land Use Department staff at (505) 955-6647 with any questions.

(date stamp)

REZONING APPLICATION 14-3.5

Parcel Information

Project Name: **214 Camino de Los Marquez** Property Size: **2.5 Acres**

Address: **214 Camino de Los Marquez**

Current Zoning: R-21 PUD Proposed Zoning: **R-29**

Does a Development Plan application accompany this application? YES ☐ NO ☒

Preapplication Conference Date: **July 11, 2024** UPC Code Number: **1-054-098-018-184**

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Name: **Jennifer** **Jenkins**
First *Last*

Address: **130 Grant Ave** **Ste 101**
Street Address *Suite/Unit #*

Santa Fe **NM** **87504**
City *State* *ZIP Code*

Phone: **505-820-7444** E-mail Address: **jennifer@jenkinsgavin.com**

Correspondence Directed to: ☐ Owner ☒ Applicant ☐ Both

Agent Authorization (if applicable)

I am/We are the owner(s) and record title holder(s) of the property located at:

I/We authorize **See attached.** to act as my/our agent to execute this application.

Signed: Date:

Signed: Date:

A case manager will be assigned to your project and will notify you within 10 business days if any additional information is needed. After your application has been reviewed by City staff, we will contact you regarding public notice requirements. A packet of information and instructions will be provided regarding the required mailing and sign posting. Please contact the Land Use Department staff at (505) 955-6647 with any questions.

Submittal Checklist (Requirements found in Section 14-3.5 SFCC 1987)

One (1) 24"x36" or 11"x17" scalable plan set and 1 CD or Flashdrive with a PDF copy are required. Submittal requirements may vary based on the individual application and the requested zoning district. The City reserves the right to request additional information at any time during the review process. See Section 14-4 and 14-5 SFCC 1987 for rezoning regulations related to specific zones. Please include the following and check box to indicate submittal:

☒	Letter of Application (intent, location, acreage)	☒	Narrative addressing approval criteria below	☒	Legal Lot of Record, Legal Description	☐ ☒	Development Plan (see Section 14-3.8 SFCC 1987) **N/A** No Development Plan	☐	Landscape, Parking and Lighting Plan, Signage Specifications **N/A**
☐	Terrain Management Plans (as required by Section 14-8.2 SFCC 1987) **N/A**	☐	Traffic Impact Analysis ***(if required)*** **N/A**	☐	Archaeological Clearance ***(if applicable)*** **N/A**	☐	Sewer and Water Plan (including profiles and details), letter of availability ***(if applicable)*** **N/A**	☐	Phasing Plan ***(if applicable)*** **N/A**
☒	ENN Meeting Notes								

Rezoning Approval Criteria, Sections 14-3.5(C) and (D) SFCC 1987

(C) Approval Criteria

(1) The planning commission and the governing body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:

(a) one or more of the following conditions exist:
  (i) there was a mistake in the original zoning;
  (ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or
  (iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;

(b) all the rezoning requirements of Chapter 14 have been met;

(c) the rezoning is consistent with the applicable policies of the general plan, including the future land use map;

(d) the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city; and

(e) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.

(2) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:

(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;

(b) affect an area of less than two acres, unless adjusting boundaries between districts; or

(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

(D) Additional Applicant Requirements

(1) If the impacts of the proposed development or rezoning cannot be accommodated by the existing infrastructure and public facilities, the city may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable city ordinances, regulations or policies;

(2) If the proposed rezoning creates a need for additional streets, sidewalks or curbs necessitated by and attributable to the new development, the city may require the developer to contribute a proportional fair share of the cost of the expansion in addition to impact fees that may be required pursuant to Section 14-8.14.

Signature

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 1987. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning requirements.

Signature: _____ Date: **8/9/2024**

Updated 12-20-19

June 11, 2024

City of Santa Fe
Land Use Department
200 Lincoln Avenue
Santa Fe, NM 87501

RE: 214 Camino de Los Marquez, Santa Fe

To Whom It May Concern:

This letter shall serve as authorization for JenkinsGavin, Inc. to act on our behalf with respect to the referenced property regarding land use applications submitted to the City of Santa Fe.

Thank you.

Sincerely,

Robert K. Meya, General Director
Santa Fe Opera

6/11/24
Date

State of New Mexico)
) ss
County of Santa Fe)

The foregoing instrument was acknowledged before me this 11th day of June, 2024 by Robert K. Meya

Notary Public

My Commission Expires 9-28-2025

STATE OF NEW MEXICO
NOTARY PUBLIC
PAULA J. HUNTER
COMMISSION # 1102850
EXPIRES SEPTEMBER 28, 2025

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT

August 12, 2024
(Revised September 24, 2024)

Janice Biletnikoff, AICP
Long-Range Strategic Planner
Planning & Land Use Department
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

RE: Rezone Application
214 Camino de los Marquez

Dear Janice:

This letter is respectfully submitted on behalf of the Santa Fe Opera in application to rezone the 2.5-acre property at 214 Camino de 1os Marquez from R-21 PUD to R-29.

Background

In 1971, the property was rezoned to RM-1 PUD (see attached Rezone Ordinance) and in 1982 a Revised Development Plan for a 50-unit apartment community was recorded, which substantially represents the current site conditions. The Santa Fe Opera acquired the property in 2001 in order to provide seasonal housing for their technical apprentices, rebranding the property as the Axton Apartments. This application includes a request to dissolve the PUD overlay.

Project Summary

The Axton Apartments is an aging residential property that comprises 50 units (18 one-bedroom and 32 two-bedroom units) and 69 parking spaces. The apartments play a crucial role in accommodating seasonal technical apprentices and visiting staff, but as the Opera's educational programming has expanded, their housing needs have grown accordingly. The Opera now seeks to house their technical and voice apprentices, and potentially interns, as well. The requested rezone to R-29 will enable the Opera to redevelop the property and increase the unit count from 50 to 83 units. A Conceptual Site Plan is included for reference purposes demonstrating how the property may be redeveloped. Following rezone approval, the project will be designed and a Development Plan application prepared for review by the City Land Use Department and the Planning Commission.

In light of the current housing shortage in Santa Fe, the proposed rezone will alleviate ongoing challenges the Opera encounters in securing seasonal housing for their voice apprentices and

interns. By providing all requisite apprentice housing on their property, the Opera will not compete with locals in the community also seeking housing – a win-win.

By increasing the property's housing capacity, the project will also contribute to the broader housing supply in Santa Fe. Once completed, the Opera will offer six-month lease terms in the offseason, which will benefit the community by providing flexible, shorter-term housing options. Upgrading the property's infrastructure and fixtures will be a key element of the project, improving living conditions for both apprentices and tenants. These enhancements will ensure efficient use of resources and a higher quality of life for all residents.

The Opera is committed to maintaining strong community relations through responsible planning and execution. By aligning with local standards and addressing community needs, the rezone will support the property's integration into the neighborhood while advancing both the Santa Fe Opera's mission and the housing needs of the Santa Fe community.

Rezone Approval Criteria

Responses to the rezoning approval criteria in SFCC §14-3.5(C) and (D) are detailed below.

(1) The planning commission and the governing body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:

(a) *One or more of the following conditions exist:*

(i) *there was a mistake in the original zoning.* N/A

(ii) *there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning.*

The most significant and relevant change is the housing shortage that Santa Fe is facing. Increasing the supply of all types of housing is critical to accommodating projected growth and addressing affordability. In addition, a key component of economic development is an adequate supply of housing to support a robust workforce.

(iii) *a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans.*

The rezone request aligns with General Plan Themes and Policies such as Affordable Housing, Economic Diversity, Urban Form/Higher Densities, and Community Oriented Development. Furthermore, the project exemplifies key elements of the General Plan Land Use Framework, including compact urban form and the provision of a mix of housing types in all neighborhoods. As an infill site, the subject property is efficiently served by existing utility and roadway infrastructure.

Affordable Housing Policy 4-4-G-7

The rezoning to R-29 allows for a higher density of residential units, increasing the unit count from 50 to 83. This increase can help alleviate some of the housing shortages in Santa Fe by providing housing for Opera staff, so those individuals do not compete with others seeking housing in the Santa Fe market. Furthermore, in the off-season, the units will be made available for six-month lease terms, which is an important, diverse housing option for visiting professionals, new arrivals, and others with short-term housing needs. Additionally, a fee in lieu of affordable housing will be paid to the Affordable Housing Trust Fund to support future affordable housing efforts.

Economic Development Strategic Plan

The General Plan recognizes that the arts and tourism are essential to the Santa Fe economy as outlined in Sections 9.2.1 and 9.3.1, noting that *"…the arts annually account for 25.9 percent of the local economy"*. The Santa Fe Opera significantly impacts the local and state economy, contributing over $250 million annually. The Opera employs 80 full-time staff year-round, which increases to 750 employees during the season. The Opera's esteemed Apprentice Programs, which train more than 120 young professionals each season, are vital to its operations and mission. This relationship shows the importance of the project in supporting both the artistic and economic vibrancy of the region. Furthermore, increased housing capacity will drive demand for local retail, benefiting area businesses and supporting the local economy.

In addition, a major theme of the Economic Development Strategic Plan is to diversify and decentralize the economy. Rezoning to R-29 supports economic diversity by facilitating housing that accommodates a diverse population, including the technical and voice apprentices, interns, and other staff associated with the Opera. By providing on-site housing for these groups, the Opera helps ensure that seasonal workers have housing, which in turn supports the local economy by maintaining a stable and diverse workforce. Furthermore, the availability of six-month lease options in the off-season can provide quality, short-term housing for visiting professionals.

Urban Form/Higher Densities - Growth Management Methods 4.1

"In both 'infill' and 'future growth' areas, the city must encourage higher densities of residential and commercial development than existing zoning often allows. This approach does not necessarily require greater building height but rather greater massing on specifically identified infill sites within the Urban Area."

The rezoning supports the General Plan's emphasis on higher densities and a compact urban form by increasing the allowable density on the property. This higher density is essential for maximizing land use efficiency in an urban setting, reducing urban sprawl, and supporting walkability and transit-oriented development. By promoting higher-density residential development, the rezoning aligns with the city's vision of creating a more sustainable urban environment.

Community-Oriented Development - Growth Management Methods 4-1-G-3

"Use a full range of growth management methods to achieve a superior quality of life and to ensure a financially and environmentally sustainable community."

Rezoning to R-29 promotes community-oriented development by integrating the Opera's housing needs within the existing community fabric. The project, enabled by this rezoning, will help meet specific community housing needs, particularly for seasonal workers, without burdening the broader community's housing market. Additionally, by upgrading the property's built environment and infrastructure, the rezoning ensures that the development will contribute positively to the neighborhood's quality of life.

Compact Urban Form 4-3-G-2

Rezoning to a higher density supports a more compact urban form by making more efficient use of the land. This is particularly important for infill sites like the Axton Apartments, where existing utility and roadway infrastructure can be leveraged without the need for extensive new development. This efficient use of land and infrastructure is a key goal of the General Plan, helping to reduce the environmental impact of development and supporting more sustainable urban growth.

Mix of Housing Types in All Neighborhoods (3.3 Land Use Framework)

"Future Land Use (Figure 3-2) illustrates neighborhoods with integrated housing types, designed to locate a larger share of residences close to transit and neighborhood centers."

The subject property is in a diverse neighborhood of single-family lots, multi-family, institutional uses, and commercial development. Maintaining the multi-family use of the property, yet at higher density, sustains this diversity. Furthermore, access to public transit, services, and employment make the site an ideal infill location for multi-family development.

(b) *all the rezoning requirements of Chapter 14 have been met.*

The rezone requirements specified in §14-3.1 and §14-3.5 are addressed below.

Applicable General Provisions, §14-3.1

(B) Authority to File Applications

(1) Unless otherwise specified in Chapter 14, applications for review and approval under Chapter 14 may be filed by:

(a) the owner of the property that is the subject of the application;

The Santa Fe Opera is the legal owner of the subject property per the Warranty Deed attached.

(b) the owner's authorized agent with written authorization;

JenkinsGavin is authorized to submit this application on behalf of the Santa Fe Opera per the attached letter of authorization.

(c) a land use board; or N/A

(d) the land use director. N/A

(2) When a land use board files an application, it does so without prejudice to the outcome.

(C) Form of Application

(1) Applications required by Chapter 14 shall be submitted in a form and in such number as required by the land use director.

(2) Each application shall include plans, calculations, and reports sufficient to clearly demonstrate compliance with all applicable provisions of Chapter 14 and applicable state and federal regulations that are administered or enforced by the city. The number and format of the required documentation shall be as required by the land use director.

(3) The land use director shall provide standardized checklists and format guidelines for each type of application. The land use director may waive the submittal of items on the checklist or require supplemental materials not included on the checklist where such action is necessary to clearly demonstrate compliance with applicable provisions.

(4) In the course of reviewing an application, the governing body and the land use boards may waive the submission of items on the checklist or may require supplemental materials not included on the checklist where such action is necessary to clearly demonstrate compliance with applicable provisions.

This application complies with the of form application outlined above.

(D) Schedule of Fees, Charges and Expenses

The governing body shall establish by resolution a schedule of fees, charges, and expenses and a collection procedure for construction permits, appeals, subdivisions, amendments, and other applications. This schedule of fees, charges, and expenses shall be posted in the planning and land use department and may be altered or amended only by the governing body. No permit or approval required under Chapter 14 shall be issued or granted unless and until applicable charges, fees, and expenses have been paid in full.

This application acknowledges the Schedule of Fees, Charges, and Expenses outlined above and the application fee was paid on August 14, 2024 per the attached receipt.

(E) Pre-Application Conferences

(1) Applicability

(a) Pre- Pre-application conferences are required prior to submission of applications for:(i)amendment of the number, shape, boundary, or area of any district, whether by a non-governing-body -initiated annexation or a rezoning;(ii)subdivisions, unless the land use director waives, in writing, the requirement for good cause shown; and(iii)a residential development request that is subject to the Santa Fe Homes Program set forth in Section 26-1 SFCC 1987;

(b) The land use director may determine that a pre-application conference is necessary for other applications to land use boards due to the scope or complexity of the proposed project; and

(c) The land use director may waive or modify the pre-application conference procedures based on a determination that the purposes of the conference have been achieved by other means or that the limited scope or simplicity of the project does not warrant a formal pre-application conference.

(2) Procedures

(a) At least fifteen calendar days before the application is filed, the applicant shall initiate a pre-application conference with the land use director.

(b) For annexations and rezonings, the purpose of the pre-application conference is to review the proposal for conformity with the general plan, availability of community facilities and utilities, proposed utilities and street improvements, required park and open space improvements, and other requirements as may be dictated by city ordinance.

(3) Responsibility

The city does not assume any responsibility for a lack of understanding of these regulations by the applicant. Advice to the applicant shall not be construed to result in the city, its officers, agents, or employees becoming responsible for damages to the applicant as a result of the applicant's reliance on information given by them. Advice to the applicant does not limit the discretion of any land use board or the governing body in making conditions of approval for the proposed development not anticipated at the time of the pre-application conference.

This application acknowledges the Pre-Application Conference's applicability, procedures, and responsibility outlined above. The requisite Pre-Application Conference was conducted on July 11, 2024.

F) Early Neighborhood Notification Procedures

(1) Intent

Early neighborhood notification (ENN) is intended to provide for an exchange of information between the applicant and residents and property owners in affected neighborhoods before plans become too firm to respond meaningfully to community input and before changes in plans might cause major financial losses by the applicant. Notification set forth in this section is in addition to notification required elsewhere in Chapter 14, unless the other notification procedures are duplicative with the requirements of this section.

(2) Applicability to Projects Reviewed by the board of adjustment, planning commission or the governing body.
(Ord. No. 2013-16 § 4)

(a) ENN is required for the following types of projects, if a public hearing before the board of adjustment, planning commission or the governing body is required by other provisions of Chapter 14:

(iii)rezonings;

(5) ENN Meeting

The announced meeting shall take place at least ten days before the development project application is submitted. Attendees should make a good-faith effort to communicate with

the applicant. The meeting shall be attended by a representative of the land use director whose role at the meeting shall be to acquaint the applicant and community with provisions of city ordinances, applicable requirements of city codes and the development review process. At the meeting, the applicant shall present schematic or preliminary plans for the proposed project and a drawing or other graphical representation suitable to reasonably indicate streets and structures within a two hundred (200) foot radius from the perimeter of the property that is the subject of the application.

(6) ENN Guidelines

For any project application required to meet ENN requirements, the applicant and neighborhood shall use the guidelines set forth below to assist them in discussing the project at ENN meetings. The guidelines are based on the requirements of Chapter 14 and the general plan and other formally adopted city plans. Where applicable, the applicant shall respond in writing with a short narrative statement. Interested parties may also respond. Responses from all participants shall be provided to the land use board hearing the application. Responses for specific elements may be cross-referenced to other submittal documents. The ENN guidelines provided in this paragraph are adopted for use by applicants in meeting with interested parties.

The Early Neighborhood Notification (ENN) Meeting was conducted in accordance with these provisions on July 30, 2024.

(G) Application Completeness

An application shall be considered complete if it is submitted in the required form; includes all mandatory information, including all exhibits specified by the land use director; and is accompanied by the applicable fee. The land use director shall make a determination of application completeness. If an application is determined to be incomplete, the land use director shall provide notice to the applicant along with an explanation of the application's deficiencies. No further processing of the application shall occur until the deficiencies are corrected in a future re-submittal.

This application acknowledges the completeness standards and procedures outlined above.

(H) Notice Requirements The notices required by this section shall indicate the nature of the change proposed; the property affected; the time, date, and place of the hearing or meeting; and the deadline for receiving written comments regarding the request, if applicable. The notice shall be approved by the land use director. Neighborhood associations that wish to receive notifications of hearings and meetings and copies of agendas, including email notifications, must register with the land use director.

(1) Notice of Public Hearing Before Land Use Boards and ENN Meetings.

(a) General Notice Requirements
The notice requirements in Subsections 14-3.1(H)(1)(b), (c) and (d) below apply to public hearings required for all applications and ENN meetings, except that:

(i) Public hearings concerning development review actions initiated by the city require notification as described in Subsection 14-3.1(H)(1)(e);

(ii) Public hearings concerning Archaeological Clearance Permits require notification in accordance with Section 14-3.13(C)(3);

(iii) Public hearings concerning projects heard before the historic districts review board shall meet the agenda and posting requirements in Subsections 14-3.1(H)(1)(b) and (c) below, but mailed notification in accordance with Subsection 14-3.1(H)(1)(d) is not required; and

(iv) Public hearings concerning appeals must provide notice as described in Subsection 14-3.1(H)(4).

All general notice requirements have been met for this application with respect to the ENN meeting.

(b) Agenda Requirements

For all public hearings required before any land use board, the land use director shall place the tentative meeting agenda in a local daily newspaper of general circulation at least fifteen calendar days prior to the scheduled meeting. In addition, the land use director shall post the tentative meeting agenda in City Hall and send a copy to neighborhood associations that are registered with the land use director, at least fifteen days prior to the scheduled meeting.

Application acknowledges the agenda requirements stated above.

(c) Posting Requirements

(i) For all ENN meetings and public hearings required before a land use board, except appeals, the property shall be posted by the applicant with posters obtained from the land use director at the applicant's expense. At least one poster shall be prominently displayed, visible from each public and private street and road abutting the property, and securely placed on the property at least fifteen calendar days prior to the scheduled meeting. Placement of the posters shall be in such a manner as to not compromise public safety.

(ii) The posters shall be removed within thirty days after final action, and failure to do so may result in the city removing the poster and charging the applicant a civil fee of fifty dollars ($50.00).

All posting requirements were met for the ENN meeting.

(d) Mailing and Emailing Requirements
Notice of a public hearing or ENN meeting shall be mailed via the United States postal service by the applicant at least fifteen calendar days prior the public hearing or meeting as follows:

(i) notices shall be mailed by first class mail to the owners of properties within three hundred (300) feet of the subject property as shown in the records of the county treasurer, and to the physical addresses of such properties where the property's address is different than the address of the owner ;

(ii) notices shall also be mailed by first class mail to neighborhood associations that have registered with the land use director and that will be directly affected by the proposed action or that have a boundary within three hundred (300) feet of the subject property. Email notices to the neighborhood associations shall be provided on the same day the applicant sends postal notices;

(iii) for zone changes of one block or less, notices to property owners for public hearings before the governing body or the planning commission shall be by certified mail with return receipt requested as required by Section 3-21-6 NMSA 1978;

(iv) in the case of an application for a telecommunications facility, all property owners within the corresponding setback distances listed in Section 14-6.2(E) shall also receive notices;

(v) if a notice by certified mail of a zoning change is returned undelivered, the city shall attempt to discover the owner's most recent address and shall send the notice by certified mail to that address as required by Section 3-21-6 NMSA 1978;

(vi) copies of all required mailing lists, mailing certificates and return receipts shall be provided to the land use director prior to the public hearing or ENN meeting with an affidavit of mailing signed by the person who mailed the notices.

All mailing and emailing requirements have been met for the ENN meeting. Applicant also acknowledges the public hearing notice requirements and the special provisions for rezone applications requiring notice via certified mail, return receipt, to all property owners within 100 feet of the subject parcel.

(2) Notice of Public Hearing Before Governing Body

Notice shall be provided as required in Subsection 14-3.1(H)(1)(a) or (e), as applicable. In addition, the applicant shall publish one notice in a local daily newspaper of general circulation at least fifteen calendar days prior to the public hearing.

Applicant acknowledges the notice requirements outlined above.

(3) Postponed or Recessed and Reconvened Public Hearings and Meetings
If a public hearing or ENN meeting is postponed prior to the scheduled meeting, re-notification is not necessary if notice of the new date, time, and location of the meeting is clearly posted at the time and place where the original public hearing or meeting was to be held. A public hearing or meeting may be recessed and reconvened without re-noticing if the date, time, and place for the meeting is specified immediately prior to recessing.

N/A

14-3.5 (A) General Provisions

(1) Initiation of Proposals

A rezoning, or amendment to the official zoning map, may be proposed by:

(d) any other person , who must submit a request in writing to the governing body , along with all submissions required by Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with this chapter.

This is the “request in writing” referenced above, which is accompanied by all requisite submittal materials listed at the end of this report.

(2) Plan Requirements

Plan submittal requirements for rezonings are set forth in Articles 14-4 (Zoning Districts) and 14-5 (Overlay Zoning Districts).

There are no plan submittals required for a rezone to R-29. Nevertheless, a Conceptual Site Plan is included with application for reference.

(3) Uniform Zoning Classification for Entire Lot Required

Except where a legal lot of record is divided by a zoning district boundary, no request to change the zoning classification on a portion of a legal lot of record shall be considered unless the change will establish a uniform zoning classification for the entire lot . A new zoning district boundary shall not divide a legal lot of record,

except to establish overlay district boundaries based on topography or other physical conditions.

The entire lot of record is proposed to be rezoned.

(d) the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city.

The rezoning is consistent with the City's policies regarding the provision of urban land sufficient to meet the projected growth in both population and housing demand. This consistency is reflected in several key aspects of the General Plan, particularly regarding infill development, higher densities, and sustainable urban growth.

General Plan Figure 4-4, Urban Sub-Areas, designates the subject property and surrounding area as an "Infill Area." General Plan Section 4.1 states, *"In both 'infill' and 'future growth' areas, the city must encourage higher densities of residential and commercial development than existing zoning often allows"* to help "create efficient use of already existing roads and utilities, help ensure cost-efficient public transit, and provide the type of housing that will be in demand…".

The rezoning proposal supports the city's policy of maximizing the efficiency of existing urban infrastructure. By increasing the density of a property within an established urban area, the city can accommodate growth without the need to extend roads, utilities, or other public services into undeveloped areas. This not only aligns with sustainability goals, but also helps manage the rate of growth in a manner consistent with long-term city planning. The size of the land proposed for rezoning is adequate to support an increase in housing units while remaining within the capacity of the current infrastructure, which is vital for balanced and manageable urban growth.

The rezoning is also consistent with the city's policy to ensure that the supply of urban land meets long-term housing demand, thereby supporting sustained population growth. By rezoning for higher density, the city is not just responding to immediate tenant needs, but is planning for future demand. This strategic approach ensures that as the population grows, there is adequate housing available in desirable locations, contributing to economic stability and urban vitality.

(e) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.

<u>Water and Sewer Capacity</u>

Utility Service Applications have been submitted to the Water and Wastewater Divisions and we are awaiting their response.

Public Schools

With respect to school capacity, Santa Fe Public Schools responded as follows per the attached email:

> "*We do not have objections to this redevelopment, and we will take the notification of the additional 33 units into consideration for our school planning."*

Park Capacity

The proposed rezoning and redevelopment of the parcel are well-supported by the proximity to a variety of public parks, providing residents with ample recreational options within walking distance. Cornell/Rose Park (1.54 acres) is a neighborhood park just 625 feet from the site, while Salvador Perez Park, a larger community park (11.95 acres), is a short 0.25-mile walk from the property. The park is equipped with a variety of amenities, including two tennis courts, picnic tables, play equipment, a park shelter, three baseball fields, a soccer field, volleyball court, concession stand, restrooms, a multi-purpose field, and a recreation center with an indoor swimming pool. Additionally, there is the adjacent Salvador Perez Dog Park, a 0.57-acre neighborhood park. Combined, these parks total 13.93 acres and are all within 0.25 miles of the site, offering residents convenient access to green spaces and outdoor activities, which enhances the appeal of the higher-density development and supports a high quality of life for future residents.

A request for confirmation of park capacity was forwarded to the Parks Division on August 20, 2024 and we are awaiting their response.

Public Transportation

The proposed rezoning to R-29 is well-supported by the proximity of adequate public transportation options, which can effectively accommodate a maximum-density buildout of the property. The parcel's location offers convenient access to multiple bus routes, ensuring that future residents have reliable public transportation options that align with the city's goals for sustainable urban growth and reduced dependency on personal vehicles.

A Route 6 bus stop is 400 feet from the site on Galisteo St. There are two Route 4 bus stops approximately 450 feet from the property on Don Diego near the intersection with Camino de los Marquez.

Emergency Services

The Santa Fe Police Department reviewed the proposal and determined it will have no impact on their call volume in this location based on historical records concerning police calls for services. See the attached response document.

The Santa Fe Fire Department reviewed the proposal and provided the requested information to our Land Use case manager.

Road Capacity

A Site Threshold Assessment was conducted (attached) and the proposed addition of 33 dwelling units does not meet the threshold for a Traffic Impact Analysis, because it is understood that such low traffic generation will have a negligible impact on the roadway network.

(2) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:

(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;

(b) affect an area of less than two acres, unless adjusting boundaries between districts; or

(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

This rezone request not only complies with the property's Future Land Use Map designation of High-Density Residential, but it also embodies many of the Plan's themes and policies with respect to infill, compact urban form, economic development, and support for the arts. Therefore, the criteria above are not applicable to this application.

SFCC §14-3.5(D): Additional Applicant Requirements

(1) If the impacts of the proposed development or rezoning cannot be accommodated by the existing infrastructure and public facilities, the city may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable city ordinances, regulations or policies;

(2) If the proposed rezoning creates a need for additional streets , sidewalks or curbs necessitated by and attributable to the new development , the city may require the developer to contribute a proportional fair share of the cost of the expansion in addition to impact fees that may be required pursuant to Section 14-8.14.

Any requisite infrastructure improvements will be determined at the Development Plan stage and will be implemented as part of the project.

Early Neighborhood Notification

The Early Neighborhood Meeting (ENN) for the rezoning request was conducted on July 30, 2024. Attendees offered questions and comments regarding traffic, potential building height, and density. The notes from the ENN meeting are submitted herewith for your reference.

In support of this request, the following documentation is submitted herewith for your reference:

1. Rezone Application
2. Agent Authorization Letter
3. Warranty Deed
4. Legal Lot of Record
5. 1971 Rezone Ordinance
6. ENN Metting Notes
7. Conceptual Site Plan
8. Utility Service Application
9. Santa Fe Public Schools Response
10. Santa Fe Police Department Response
11. Site Threshold Assessment
12. Rezone Application Invoice

Please contact me should you have any questions or require additional information.

Thank you for your consideration.

Sincerely,



Jennifer Jenkins, Principal

COUNTY CLERK
REBECCA BUSTAMANTE
SANTA FE COUNTY, NEW MEXICO

COUNTY OF SANTA FE 1141 | 282
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 2 day of Jan A.D. 20 01 at 10:22 o'clock A m and was duly recorded in book 1844 page 193 of the records of Santa Fe County 194 Witness my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe, County, N.M.
Deputy

WARRANTY DEED

1844193

SIRES-81, a Foreign Limited Partnership, for consideration paid, grant (s) to The Santa Fe Opera, a New Mexico non-profit corporation, whose address is

P. O. Box 2408

Santa Fe, NM 87504-2408

the following described real estate in Santa Fe County, New Mexico:

A certain tract of land lying and being situate within the Santa Fe Grant, within the City of Santa Fe, New Mexico and being formerly described as Tracts b, B & C of the Los Pueblos de Santa Fe Subdivision and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Tract marked by a #4 rebar found on the southerly R.O.W. of Camino de Los Marquez, from whence the City of Santa Fe Sanitary Sewer Manhole #A9R-12 bears N. 76°31'28" E., 122.74 feet; thence from said point of beginning leaving said R.O.W., S. 10°04'09" W., 271.27 feet to the southeast corner of this tract marked by a S. & W. capped rebar set; thence, N. 52°17'21" W., 38.66 feet to a no. 4 rebar found; thence, N. 73°15'25" W., 150.24 feet to S. & W. capped rebar set to a calculated point; thence N. 81°53'24" W., 100.74 feet to S. & W. capped rebar set to a calculated point; thence, N. 54°08'24" W., 164.18 feet to a 1/2" iron pipe found; thence, N. 72°19'55" W., 0.62 feet to a calculated point; thence, N. 23°13'07" E., 6.19 feet to S. & W. capped rebar found; thence, N. 73°11'53" W., 55.34 feet to the southwest corner of this tract marked by a no. 4 rebar found; thence, N. 23°08'12" E., 176.06 feet to the northwest corner of this tract marked by an "X" cut in concrete on the southerly R.O.W. of Camino de Los Marquez; thence along said R.O.W., S. 77°51'00" E., 446.63 feet to the point and place of beginning. All as shown and delineated on plat of survey entitled "Camino de Los Marquez Apartments City of Santa Fe, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated December 21, 2000, as Document No. 1141 24 in Plat Book 464 Page 006 in the records of Santa Fe County, New Mexico.

SUBJECT TO: Reservations, restrictions and easements of record.

with warranty covenants.

WITNESS my hand and seal this 23 day of January, 2001.

SIRES-81 1844194
A Foreign limited partnership
By MEM Investment Property, Inc.
A Washington corporation
As General Partner

by M. Eugene Miller
President/Secretary

And

by M. Eugene Miller
as Managing General Partner

ACKNOWLEDGEMENT

STATE OF ~~NEW MEXICO~~ Washington |
| ss.
COUNTY OF ~~SANTA FE~~ King |

This instrument was acknowledged before me on this 03 day of January, 2001, by M Eugene Miller, President and Secretary on behalf of MEM Investment Property, Inc., a Washington corporation, as general partner of SIRES-81, a Foreign limited partnership, on behalf of said limited partnership; and M. Eugene Miller, as Managing General Partner of SIRES-81, a Foreign limited partnership, on behalf of said limited partnership.

My commission expires: 11-16-02 Notary Public

(Seal)

HERNAN VIVAS
Commission Expires
NOTARY
PUBLIC
NOV. 16, 2002
STATE OF WASHINGTON

122035

44

REVISED FINAL DEVELOPMENT PLAN

CAMINO DE LOS MARQUEZ APARTMENTS

(FORMERLY C.H.S. APARTMENTS)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT "SIRES, 81", A GENERAL PARTNERSHIP, HAS CAUSED TO BE DEVELOPED THE LANDS SHOWN ON THIS PLAT LYING SITUATE AND BEING WITHIN THE CITY OF SANTA FE, NEW MEXICO. ALL THAT APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR DO HEREBY GRANT EASEMENTS FOR UTILITIES AS HEREON SHOWN.

"SIRES, 81", A GENERAL PARTNERSHIP

M. Eugene Miller

M. EUGENE MILLER, GENERAL PARTNER.

ATTEST BY NOTARY PUBLIC: Helen Trujillo NOTARY — 10-25-82 DATE — 3-27-86 COMM. EXPIRES

AFFIDAVIT

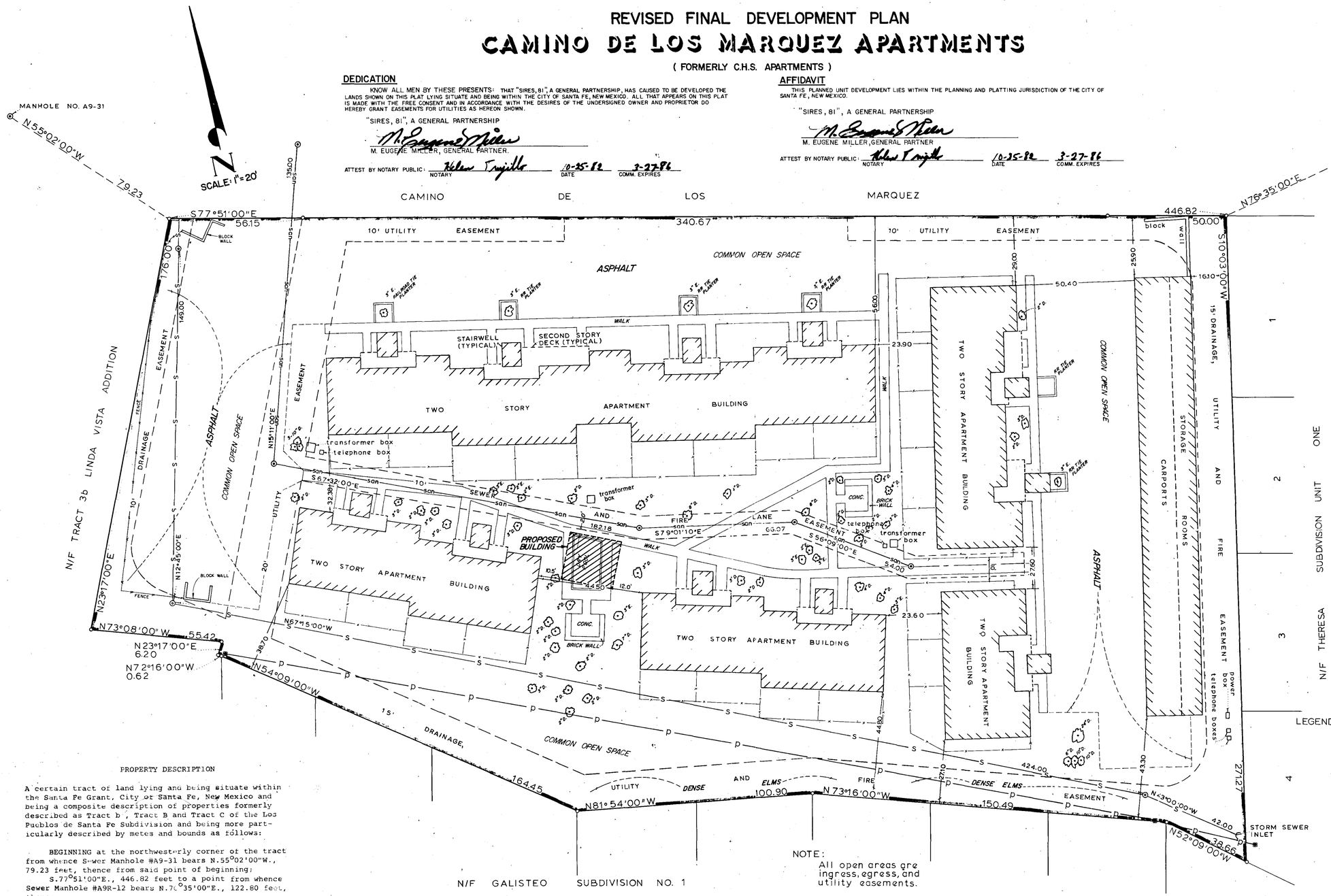
THIS PLANNED UNIT DEVELOPMENT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, NEW MEXICO.

"SIRES, 81", A GENERAL PARTNERSHIP

M. Eugene Miller

M. EUGENE MILLER, GENERAL PARTNER

ATTEST BY NOTARY PUBLIC: Helen Trujillo NOTARY — 10-25-82 DATE — 3-27-86 COMM. EXPIRES



APPROVALS

CITY OF SANTA FE

Herbert Hunt — CITY ENGINEER — 11-17-82 DATE

M. D. Moreno — CITY PLANNER — 11-17-82 DATE

APPROVED BY THE CITY PLANNING COMMISSION AT ITS MEETING OF 11/4/82 DATE

Roman Mora — CHAIRMAN

Ernest A. Romero — SECRETARY

COUNTY OF SANTA FE ISS
STATE OF NEW MEXICO) 505971

I hereby certify that this instrument was filed for record on the 17th day of Nov A.D., 19 82 at 9:21 o'clock A m., and was duly recorded in book 122 page 035 of the records of Santa Fe County.

Witness my Hand and Seal of Office
CAROLINA R. LEATHERMAN
County Clerk, Santa Fe County, N.M.

Margaret Lebow
Deputy

LEGEND:

Bearings based on plat of survey by John West, NMPE&LS 676, on August 8, 1974 and titled "Survey Plat for Lands of Frances Sauer-essig".

- ■ power pole
- ⊙ storm sewer manhole
- ⊙ sanitary sewer manhole

E. INDICATES EVERGREEN TREE.

D. INDICATES DECIDUOUS TREE.

NOTE:
All open areas are ingress, egress, and utility easements.

PROPERTY DESCRIPTION

A certain tract of land lying and being situate within the Santa Fe Grant, City of Santa Fe, New Mexico and being a composite description of properties formerly described as Tract b, Tract B and Tract C of the Los Pueblos de Santa Fe Subdivision and being more particularly described by metes and bounds as follows:

BEGINNING at the northwesterly corner of the tract from whence Sewer Manhole #A9-31 bears N.55°02'00"W., 79.23 feet, thence from said point of beginning:

S.77°51'00"E., 446.82 feet to a point from whence Sewer Manhole #A9R-12 bears N.76°35'00"E., 122.80 feet, thence;

S.10°03'00"W., 271.27 feet to a point, thence;
N.52°09'00"W., 38.66 feet to a point, thence;
N.73°16'00"W., 150.49 feet to a point, thence;
N.81°54'00"W., 100.90 feet to a point, thence;
N.54°09'00"W., 164.45 feet to a point, thence;
N.72°16'00"W., 0.62 feet to a point, thence;
N.23°17'00"E., 6.20 feet to a point, thence;
N.73°08'00"W., 55.42 feet to a point, thence;
N.23°17'00"E., 176.00 feet to the point and place of beginning.

Containing 2.505 Acres, more or less.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS MADE BY ME OR UNDER MY PERSONAL DIRECTION AND CONTROL DURING THE MONTH OF OCTOBER, 1982 AND THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Richard E. Smith

RICHARD E. SMITH
NM PLS#5837

Smith & Williamson Surveying Service, 1210 Luisa Suite 5 Santa Fe New Mexico 87501			CAMINO DE LOS MARQUEZ APARTMENTS, SANTA FE, NEW MEXICO			
DRAWN	DATE	CHECKED	SCALE	PROJECT NO.	COUNTY	SHEET NO.
DM	OCT. 1, 1982	RES	1"= 20'	1641	SANTA FE	1 of 1

BRUNING 44122 2586

ORDINANCE NO. 1971 16

AN ORDINANCE AMENDING ORDINANCE NO. 1962-19 OF THE CITY OF SANTA FE, NEW MEXICO, BY CHANGING THE CLASSIFICATION OF A PORTION OF A CERTAIN AREA WHICH IS PRESENTLY DESIGNATED AND CLASSIFIED AS R-5, SINGLE FAMILY RESIDENTIAL TO RM-1/PUD, MULTIPLE FAMILY RESIDENTIAL PLANNED UNIT DEVELOPMENT.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE, NEW MEXICO:

Section 1: That the area described as follows:

"Tract 'A'.

"Beginning at the center of a sanitary sewer manhole at the intersection of Don Diego Avenue and Camino De Los Marquez, from which the southwest corner of said tract bears S. 89°26' E, a distance of 143.92'; thence from said southwest corner N. 23°17' E, 156.00'; thence N. 15°34' E, 18.43'; thence S. 80° 05' E, 289.52'; thence S. 10°01' W, 30.50'; thence S. 56°30' E, 12.70'; thence S. 10°01' W, 147.40'; thence N. 77°51' W, 341.20' to the point and place of beginning, all in Ward 2, City of Santa Fe, containing 1.294 acres more or less.

"Tract "B".

"Beginning at the center of a sanitary sewer manhole at the intersection of Don Diego Avenue and Camino De Los Marquez, from which the northwest corner of said tract bears S. 64°28' E, a distance of 132.86'; thence from said northwest corner S. 77°51' E, 340.47'; thence S. 10°01' W, 246.44'; thence S. 52° 09' E, 17.60'; thence N. 73°09' W, 150.10'; thence N. 81°52' W, 100.90'; thence N. 54°16' W, 163.93'; thence N. 72°11' W, 0.70'; thence N. 23° 17' E, 186.61' to the point and place of beginning, all in Ward 2, City of Santa Fe, containing 1.973 acres more or less.

"Tract 3b of the Amended Plat of Linda Vista Addition.

"Beginning at the center of a sanitary sewer manhole at the intersection of Don Diego Avenue and Camino De Los Marquez, from which the northwest corner of

said tract bears S. 55°02' W, a distance of 79.23'; thence from said northwest corner S. 77°51' E, 56.15'; thence S. 23°17' W, 181.04'; thence N. 73.08' W, 55.50'; thence N. 23°17' E, 176.38' to the point and place of beginning, all in Ward 2, City of Santa Fe, containing 0.226 acres more or less."

which by Ordinance No. 1962-19 of the City of Santa Fe, New Mexico, is restricted to and classified as R-5, Single Family Residential District, and subject to the regulations pertaining thereto, be and the same is hereby reclassified to and restricted by RM-1/PUD, Multiple Family Residential Planned Unit Development Regulations as defined and set forth in said Ordinance No. 1962-19.

Section 2: The Official Zoning Map of Ordinance No. 1962-19 of the City of Santa Fe, New Mexico, be and the same is hereby amended to conform to and comply with the reclassification and redistricting as set forth in Section 1 and Section 2 hereof, as above set forth.

Section 3: This ordinance shall be effective five days after its publication by title and general summary of its subject matter as provided by Section 14-16-4 of the Municipal Code.

PASSED, ADOPTED AND APPROVED this 9 day of June, 1971.

MAYOR

ATTEST:

CITY CLERK

Santa Fe Public Schools

Property & Asset Management
Residential Development Impact Information Form
School Notification as required by City Ordinance 14-8.18 AFCC 1987

1. Project Name: _214 Camino de los Marquez _____
2. Location of Property: _214 Camino de los Marquez_____
3. Owner/Agent Name: _Santa Fe Opera/JenkinsGavin, Inc._____
   Mailing Address: _130 Grant Ave, Suite 101, Santa Fe, NM 87501 _____
   Phone & Fax: _505-820-7444 _____
4. Unit Matrix

PROJECT EFFECT ON STUDENT POPULATION

Unit Type	Unit Quantity	Average Price
Single Family (detached) Single Family (attached) Townhome/ Apartment Multi-Family Commercial	83 (50 Existing)	TBD

5. Elementary School Zone for Proposed Development: Wood Gormley Elementary
6. Middle School Zone for Proposed Development: Milagro Middle School
7. High School Zone for Proposed Development: Santa Fe High
8. Build out Rates (Year/s; #/yr): Q2 2027, 83 units

Educational Services Center
610 Alta Vista
Santa Fe, NM 87505
Telephone (505) 467-2000
www.sfps.info

For questions & submittal, contact:
Santa Fe Public Schools, Property & Asset Management,
2195 Zia Road, Santa Fe NM 87505
505 467 3400

Site Threshold Assessment (STH)

A Site Threshold Assessment (STH) is required of all developing or redeveloping properties that directly or indirectly access a state highway.

District No. _____

Project No. _____

Permit Applicant

Date: 7/8/2024

Applicant Name: Carl Vermillion

Business Name: Bohannan Huston Inc

Business Address: 7500 Jefferson St NE

City: Albuquerque State: NM Zip Code: 87109 -

Site Description

Development Type		Site Information (fill in all that apply)			
Residential	X	Building Size (SF)		Dwelling Units	50 existing units - red
Retail		Parcel Size (ac)		Rooms	
Office		Roadway Frontage (ft)		Beds	
Industrial		Parking Spaces		Students	
Institutional		Employees		Seats	
Lodging		Other		Fuel Pumps	
Restaurant				Courts	
Convenience/Gas				Storage Units	
Other					

The STH examines existing roadway volumes and anticipated site trip generation for the purpose of determining if additional analyses are required. If the site characteristics and the trip generation estimate for a proposed development do not satisfy the requirements for a STA or a TIA as determined by the District Traffic Engineer, the STH should be approved and the traffic study requirement for the proposed development will be complete. If additional analysis is required based on the results of the STH, the District Traffic Engineer should indicate to the applicant the level of analysis that is required.

Existing Roadway Data

Highway No.: Camino de los Marquez

Highway ADT: 5,792

Number of Lanes (two-way): 2

Site Mile Post: N/A

Count Year: 2011

Func. Class.: unclassified

Trip Generation

ITE Trip Generation Land Use Category: 221 - Multifamily Housing (Mid R

AM Peak Hour Trips	Enter:	3	Exit:	9
PM Peak Hour Trips	Enter:	8	Exit:	5

Exceeds Threshold: **Y** **or** **(N)** → If Yes, is a **STA** or **TIA** Required?

Thresholds

STA: 25 to 99 peak-hour total trips and more than 1,000 vehicles per lane per day on adjacent highway.

TIA: 100 or more peak-hour total trips.

Other Requirement Basis / DTE Comments: An existing multifamily apartment complex exists at this location which will be captured in the existing traffic counts. The difference between the proposed 83 dwelling unit complex and the existing 50 dwelling unit complex is provided in this form.

See the attached sheets for further information.

Multifamily Housing (Mid-Rise)
Not Close to Rail Transit (221)

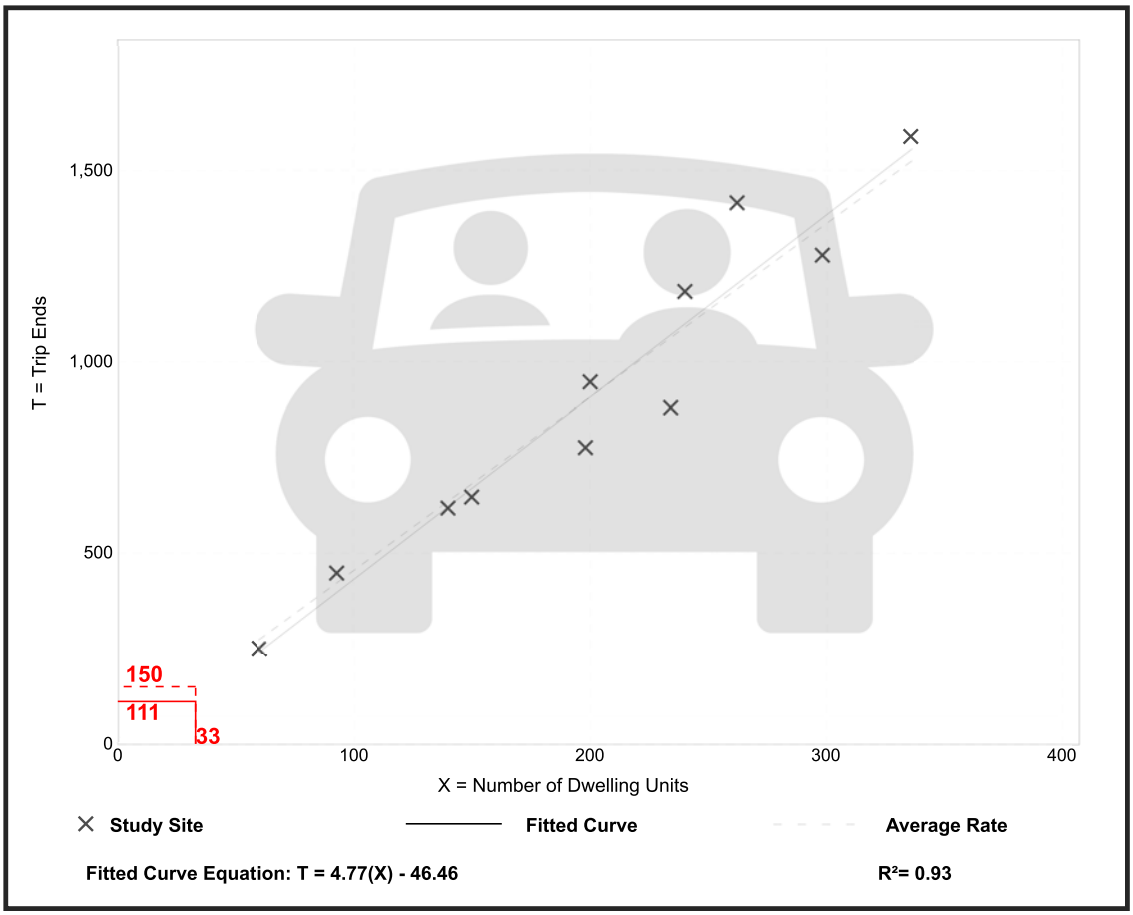
Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 11
Avg. Num. of Dwelling Units: 201
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.54	3.76 - 5.40	0.51

Data Plot and Equation



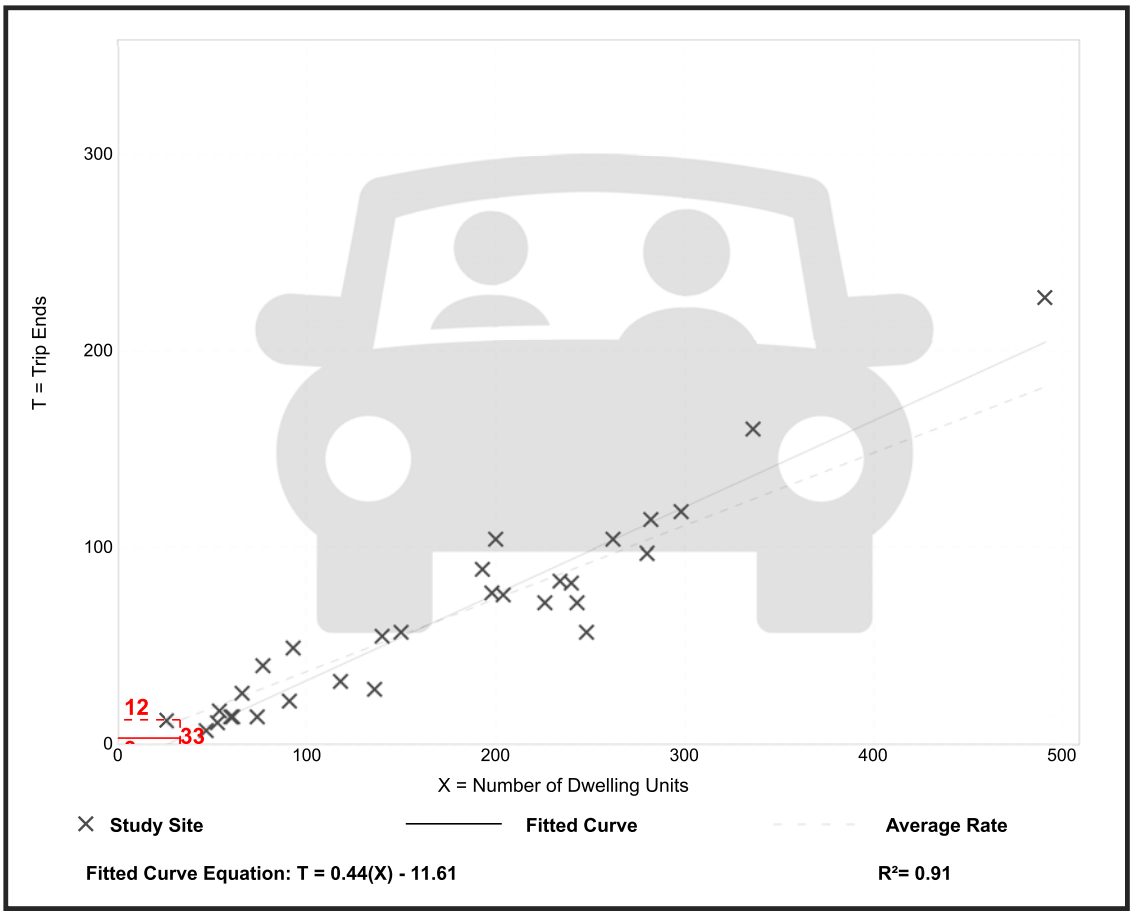
Multifamily Housing (Mid-Rise)
Not Close to Rail Transit (221)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 30
Avg. Num. of Dwelling Units: 173
Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.37	0.15 - 0.53	0.09

Data Plot and Equation



Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

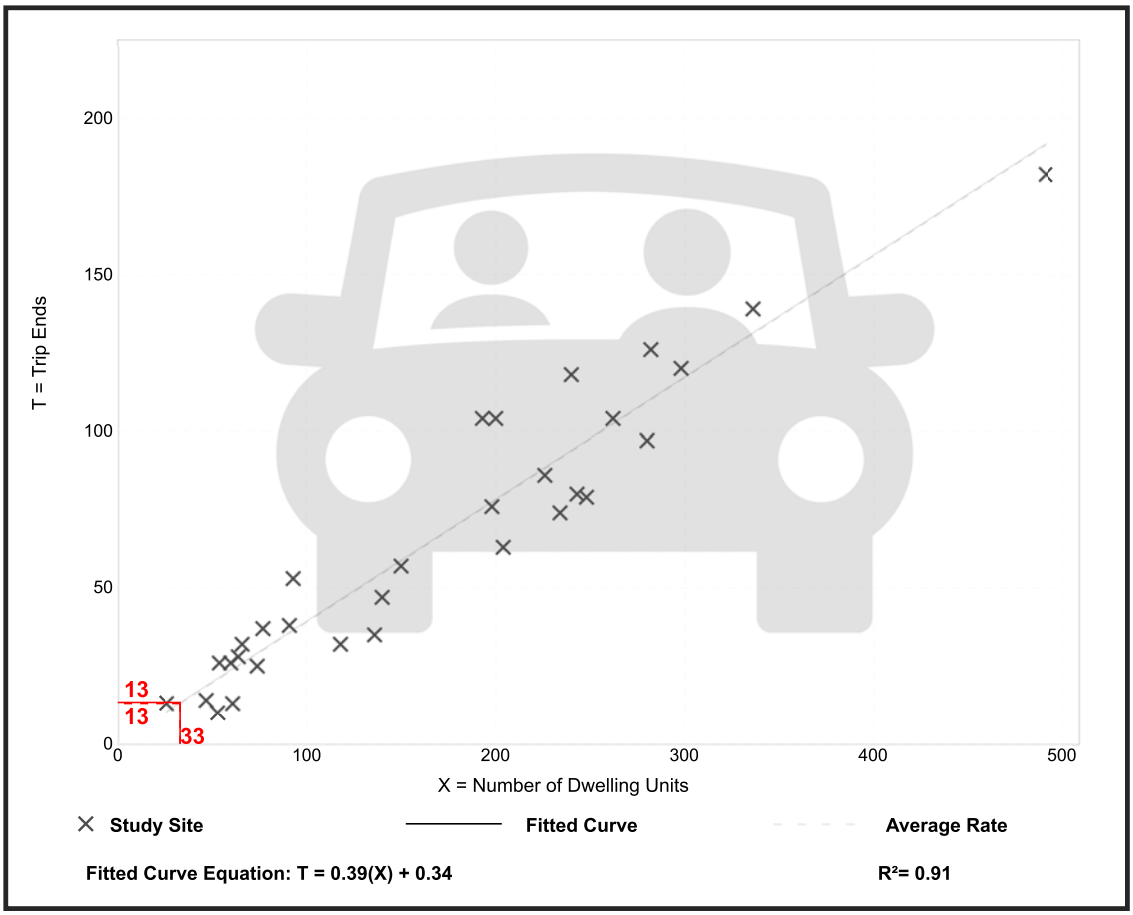
Multifamily Housing (Mid-Rise)
Not Close to Rail Transit (221)

Vehicle Trip Ends vs: **Dwelling Units**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 31
Avg. Num. of Dwelling Units: 169
Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation



Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

214 Camino de Los Marquez Trip Generation

Land Use	ITE Land Use	ITE Code	Size	Daily	AM	AM Enter	AM Exit	PM	PM Enter	PM Exit
Residential	Multifamily Housing (Mid Rise)	221	33 DU's	150	**12**	3	9	**13**	8	5

Lauren McAllister

From: VALDEZ, BENJAMIN P. <bpvaldez@santafenm.gov>
Sent: Friday, August 16, 2024 1:47 PM
To: Lauren McAllister; BARNETT, LAWRENCE
Cc: Jennifer Jenkins; BILETNIKOFF, JANICE I.
Subject: Re: New Residential Development

Good afternoon Lauren,

I reviewed the proposal and it should have no impact on our call volume in this location based on historical records concerning police calls for services.

This of course can change based on the conduct of the residential occupants, but we have ordinances (Nuisance Abatement) that can be used to address those concerns if they arise.

Thank you,

Ben Valdez
Deputy Chief of Police / Administration
Santa Fe Police Department
Office # 505-955-5040

SANTA FE POLICE
AMERICA'S OLDEST CAPITAL CITY

CLASS #420
School of Police Staff & Command

From: Lauren McAllister <lauren@jenkinsgavin.com>
Sent: Friday, August 16, 2024 12:13 PM
To: VALDEZ, BENJAMIN P. <bpvaldez@santafenm.gov>; BARNETT, LAWRENCE <lbarnett@santafenm.gov>
Cc: jennifer@jenkinsgavin.com <jennifer@jenkinsgavin.com>; BILETNIKOFF, JANICE I. <jibiletnikoff@santafenm.gov>
Subject: RE: New Residential Development

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 Deputy Chief Valdez and Captain Barnett,

Attached is an arial of the 50-unit apartment (214 Camino de los Marquez) we are looking to redevelop. We are proposing to redevelop the site as an 83-unit project, increasing it by 33 units. Is there adequate emergency services capacity to serve the project?

Thank you.

Lauren McAllister

Project Assistant



130 Grant Avenue, Suite 101
Santa Fe, New Mexico 87501
Ph. (505) 820-7444
Cell (575) 770 5489
lauren@jenkinsgavin.com
www.Jenkinsgavin.com

From: Lauren McAllister
Sent: Friday, August 16, 2024 9:18 AM
To: 'bpvaldez@santafenm.gov' <bpvaldez@santafenm.gov>; 'lbarnett@santafenm.gov' <lbarnett@santafenm.gov>
Cc: Jennifer Jenkins <Jennifer@jenkinsgavin.com>; 'jibiletnikoff@santafenm.gov' <jibiletnikoff@santafenm.gov>
Subject: New Residential Development

Good morning Valdez and Barnett,

We are working on rezoning the property at 214 Camino de los Marquez and the City asked that we contact SFPD to confirm there is adequate emergency services capacity to serve the project. The property is currently developed with a 50-unit apartment community and we are proposing to redevelop the site as an 83-unit project, so an increase of 33 units.

Thank you.

Lauren McAllister
Project Assistant



130 Grant Avenue, Suite 101
Santa Fe, New Mexico 87501
Ph. (505) 820-7444
Cell (575) 770 5489
lauren@jenkinsgavin.com
www.Jenkinsgavin.com

Lauren McAllister

From: Gabe Romero <gromero@sfps.k12.nm.us>
Sent: Wednesday, August 14, 2024 1:50 PM
To: Jennifer Jenkins
Cc: Lauren McAllister; BILETNIKOFF, JANICE I.; Eugene Bostwick
Subject: Re: [EXTERNAL SENDER] New Residential Development

Hi Jennifer,

We do not have objections to this redevelopment, and we will take the notification of the additional 33 units into consideration for our school planning.

Thank You,

Gabe D. Romero
Executive Director of Operations
Office# (505) 467-3414



On Wed, Aug 14, 2024 at 12:50 PM Jennifer Jenkins <Jennifer@jenkinsgavin.com> wrote:

> Hi Gabe,
>
> I hope this message finds you well. I am working on rezoning the property at 214 Camino de los Marquez and the City asked that we contact SFPS to confirm school capacity to serve the project. The property is currently developed with a 50-unit apartment community and we are proposing to redevelop the site as an 83-unit project, so an increase of 33 units. Are you the correct person to respond to this request? If not, could you please direct me to the appropriate individual?
>
> Thanks so much.
>
> Jennifer Jenkins
>
> JENKINSGAVIN
> LAND USE | PROJECT MANAGEMENT

City of Santa Fe,New Mexico
UTILITY SERVICE APPLICATION

***Fill in all highlighted fields on this application. Applicant must sign and date application.**

Check one only:
- ___✓___ Sewer Service Technical Evaluation Request
- ___✓___ Water Service Technical Evaluation Request
- ____ Agreement for Metered Service (AMS)
- ____ Agreement to Construct and Dedicate Public Improvements (ACD)
- ____ Annexation Application Water Budget
- ____ Water Offset Program/Water Rights Compliance Evaluation Request

WORK ORDER # _____

Applicant Name: Jennifer Jenkins

Project Address: 214 Camino de Los Marquez

***Required - Attach a Plat of the Property (legal lot of record and proposed development)**

Plat Filing Information: Year 1982 Book 122 Page 035 Township, Range, Section: T17N R9E S25

Location: (check one only) Inside Corporate City Limits ✓ Outside Corporate City Limits ____

Property Uniform Property Code: 1-054-098-018-184 Existing Well: Yes ____ No ✓

Legal Description including lot size: 2.501 acres lot at 214 Camino de Los Marqez T17N R9E S25 with a UPC of 1-054-098-018-184

Short Description of Project: _50-unit multi-family project to a 83-unit community comprised of two three-story building

Construction Start Date: September 2026

*RESIDENTIAL PROJECT - Complete the following

1. Type of project: (i.e. Single Family Residence, Subdivision, Lot split, Apartments)	_Apartments_____
2. Total number of lots approved on final plat/development plan:	_33 Units_
3. Total number of homes existing or under construction:	_50 Units_
4. Size of service requested: (5/8", 3/4", 1" or 2")	_TBD__

***Please fill in all categories below that apply for which water service is requested:**

--- COMPLETED BY APPLICANT --- Number of Lots or Units		*--- COMPLETED BY STAFF ---* Water Use Factors	Annual Water Demand
_____	Single Fami`ly Dwelling Unit, lot size less than 6,000 sq. ft.	.15 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size 6,000-10,890 sq. ft	.17 afy per d.u.	_____
_____	Single Family Dwelling Unit, lot size greater than 10,890 sq. ft.	.25 afy per d.u.	_____
_____	Mobile Home (in Mobile home park)	.17 afy per d.u.	_____
_____	Accessory Dwelling Unit	.09 afy per d.u.	_____
_83 _	Apartment/Condominium	.16 afy per d.u. *	_____
_____	Senior Complex	.12 afy per d.u.	_____
_83*__ Total		**Total Residential Water Demand**	**_____ AFY**

*33 New Units

*COMMERCIAL PROJECT - Complete the following

Type of Project: (i.e. Office, Retail, Mixed, etc.) _____
Total gross floor area of building: _____ square feet
Total area of lot, tract or parcel: _____ acres
Automatic Fire Sprinkler System: _____ Yes _____ No
Building Construction Type: _____
Building Square Footage: _____
Site Plan Attached: _____Yes _____ No

*Please check all use categories below that are planned for the building and the gross floor areas of each use within the proposed building.

---- COMPLETED BY APPLICANT ----		---- COMPLETED BY STAFF ----	
Check Type of Use	Gross Floor Area	Water Use Factors	Annual Water Demand
Commercial			
____ Office – Non-medical	_____	(0.70 afy per 10,000 s.f.)	_____
____ Medical Office	_____	(0.72 afy per 10,000 s.f.)	_____
____ Office – City/State	_____	(0.58 afy per 10,000 s.f.)	_____
____ Research and Development Lab	_____	(1.18 afy per 10,000 s.f.)	_____
____ Manufacturing – Goods	_____	(0.21 afy per site)	_____
____ Manufacturing – Consumables	_____	(2.33 afy per site)	_____
____ Laundromat, Commercial	_____	(0.78 afy per machine)	_____
____ Laundromat, Other	_____	(0.22 afy per machine)	_____
____ Drycleaner	_____	(0.41 afy per site)	_____
____ Plant Nursery	_____	(0.56 afy per 10,000 s.f.)	_____
____ Gyms with showers	_____	(8.94 afy per site)	_____
____ Gyms without showers	_____	(0.77 afy per site)	_____
____ Salons	_____	(0.21 afy per site)	_____
____ Pet Grooming	_____	(0.52 afy per site)	_____
____ Pet Daycare	_____	(0.11 afy per site)	_____
____ Retail, Large (Individual stores or shopping areas > 75,000 sq ft)	_____	(0.45 afy per 10,000 s.f.)	_____
____ Neighborhood Center/Medium Retail (Individual stores or shopping areas 75,000-25,000 sq ft)		(0.43 afy per 10,000 s.f.)	_____
____ Retail, Small (Individual stores or shopping areas < 25,000 sq ft)	_____	(0.06 afy per site)	_____
____ Gallery	_____	(0.60 afy per site)	_____
____ Grocery Store	_____	(1.27 afy per 10,000 s.f.)	_____
____ Restaurant (full service)	_____	(0.02 afy per seat)	_____
____ Restaurant (limited service)	_____	(1.63 afy per Site)	_____
____ Gasoline Station w/ Car Wash	_____	(6.56 afy per Site)	_____

____	Gasoline Station	_____	(0.88 afy per Site)	_____
____	Car Wash (full service)	_____	(5.66 afy per Site)	_____
____	Car Wash (limited service)	_____	(0.94 afy per Wash Bay)	_____
____	Auto Repair	_____	(0.12 afy per site)	_____
____	Car Rental	_____	(0.12 afy per site)	_____
____	Car Sales	_____	(0.07 afy per 10,000 s.f.)	_____
____	Self Storage	_____	(0.13 afy per site)	_____
____	Wholesale, Warehousing	_____	(0.4 afy per 10,000 s.f.)	_____
____	Industrial, Manufacturing	_____	(applicant estimate of water use)	_____
____	Church w/ day care or school)	_____	(1.3 afy per Site)	_____
____	Church w/o day care or school)	_____	(0.6 afy per Site)	_____
____	Hotel	No. of rooms _____	(.13 afy per room)	_____
____	Motel	No. of rooms _____	(.09 afy per room)	_____

Public Services

____	School, Elementary	(0.53 afy per 100 students)	_____
____	School, Middle or Junior High	(1.68 afy per 100 students)	_____
____	School, Senior High	(2.64 afy per 100 students)	_____
____	Schools, Daycare	(0.85 afy per 100 kids)	_____
____	Places of Worship	(0.15 afy per site)	_____
	With Daycare and school	(0.95 afy per site)	_____
____	Parks	(1.48 afy per acre)	_____
____	**Other** (not listed above) Please attach	(with attachment)	_____

water demand calculations and assumptions used

Total Floor Area _____

Total Commercial Water Demand _____AFY

Total Residential Water Demand _____AFY

TOTAL PROJECT WATER DEMAND _____AFY

13.19 AFY See attached water budget.

City of Santa Fe,New Mexico
UTILITY SERVICE APPLICATION

OWNER:_Santa Fe Opera_____ Mailing Address:_P.O. Box 2408_____ _Santa Fe, NM 87501___ _____ Phone Number: _____ Mobile Number:_____		***Only If Applicable** AGENT: _Jennifer Jenkin_____ Title: _____ Mailing Address:_130 Grant Ave_____ _Santa Fe, NM 87504_____ Phone Number: _505-820-7444_____ Mobile Number:_505-930-6149_____

Information Provided By: Check one: Owner _____ Agent ✓

Signature: _____ Date: 8/14/24

Technical Evaluation to be Sent to: Check one: Owner _____ Agent ✓

COMMENTS: _____

_____

_____

APPLICANTS, PLEASE NOTE:

- Ordinance 2008-53, prohibits new connections outside the presumptive city limits including the Agua Fria traditional historic community (AFTHC) unless specific conditions are met. Applications for service outside the presumptive city limits and AFTHC must include documentation showing these conditions are met or the application will be rejected. The documents required are shown below.
- A map of the proposed project in relation to the existing city limits and the presumptive city limits
- A detailed description of the proposed develop0ment including the type and size of proposed land uses
- The health, safety and welfare or other legal reason for the connection
- A site water budget
- Documentation from the County of Santa Fe that county water service is not available
- Documentation from the wastewater division regarding sewer availability
- A certified Santa Fe Homes Proposal as set forth in Section 14-8.11 SFCC 1987 if applicable

PRELIMINARY WATER BUDGET
214 Camino de Los Marquez Rezone
August 14, 2024

83 dwelling units
1.5 residents per dwelling unit

Usage Per Unit

4 FLUSHES/DAY @ 1.26 GAL EACH	2,759.4	GPY		
SHOWER - 10 MINUTES/DAY @ 1.5 GPM	8,212.5	GPY		
BATHROOM SINK - 5 MIN/DAY @ 2.5 GPM	6,843.8	GPY		
LAUNDRY - 0.3 LOADS /DAY @ 20 GAL/LOAD	3,650.0	GPY		
DISHWASHER - 0.3 LOADS/DAY @ 13 GAL/LOAD	2,135.3	GPY		
KITCHEN SINK - 7 MIN/DAY @ 2.0 GPM	7,665.0	GPY		
CLEANING - 3.0 GAL/WEEK	12,948.0	GPY		
SUBTOTAL PER UNIT	*44,213.9*	*GPY*	*0.136*	*AFY*
TOTAL USAGE FOR 83 UNITS	3,669,753.7	GPY	11.26	AFY
LANDSCAPE IRRIGATION	244,388.3	GPY	0.75	AFY
DEVELOPMENT WATER BUDGET*			**12.01**	**AFY**
9.8% Contingency per SFCC §14-8.13(E)(1)			**1.177**	**AFY**
TOTAL WATER DEMAN OFFSET			**13.19**	**AFY**
ANNUAL WATER USE PER DWELLING UNIT			**0.145**	**AFY**

*Per SFCC 14-8.13(B)(3) the Development Water Budget will be reduced by an amount equal to the average annual consumption in the twenty-four months that the highest water use was active during the preceding ten years.

November 4, 2024

Santa Fe Opera
P.O. Box 2406
Santa Fe, New Mexico 87501
Attn: Robert K. Meya

RE: Financial Guarantee Agreement for Wastewater Improvements at 214 Camino de los Marquez

Dear Robert:

This letter memorializes a Financial Guarantee Agreement between the City of Santa Fe (the "City") and the Santa Fe Opera, (the "Owner") and confirms the City's receipt of a check from the Owner in the amount of $73,213.06 (the "Guarantee Funds") pursuant to the Santa Fe City Code ("SFCC"), Section 14-9.5. The Guarantee Funds shall be held in an escrow account, Financial Guarantee Sub-Ledger Escrow #_____, at Wells Fargo Bank for the purpose of guaranteeing the completion of certain off-site improvements (the "Required Improvements") identified in the Engineer's Opinion of Probable Cost ("Engineer's Estimate"), attached as Exhibit 1, for the development project known as 214 Camino de los Marquez (City Land Use Department Case No. #2024-8898) (the "Project"). This Financial Guarantee Agreement shall be filed and maintained with the records of the City Land Use Department. A copy of the check for the Guarantee Funds is attached as Exhibit 2. A copy of the receipt confirming the City's acceptance of the Guarantee Funds is attached as Exhibit 3.

All Required Improvements must be completed in accordance with City-approved plans. Once the Owner has completed a portion of the Required Improvements, the Owner may request a reduction in the amount of the Financial Guarantee. To do so, the Owner shall contact the City Engineer at 505-955-6641 for verification and shall submit a written request for reduction using the form attached as Exhibit 4, entitled Certificate of Partial Construction and Partial Release of Financial Guarantee ("CPCR"). If the City Engineer determines based on an inspection that the improvements have been completed according to City-approved plans, then the City Engineer will approve an estimate for the cost of the completed improvements, based on the unit prices contained in the Engineer's Estimate, and the City shall issue the completed CPRC to the Owner. The issuance of the CPRC shall reduce the amount of the Guarantee Funds, and the equivalent amount of the Guarantee Funds shall be promptly released from escrow and refunded to the Owner.

Upon completion of all Required Improvements, the Owner shall submit a written request for final approval of the Required Improvements (and acceptance of the Required Improvements to be dedicated and accepted by the City, if any) to the City Land Use Department. The City Engineer shall conduct a final inspection of the Required Improvements. If the City Engineer determines that the Required Improvements have been completed in accordance with City-approved plans, the City shall issue a Certificate of Final Completion and Acceptance ("CFCA"), which shall begin the Warranty Period (described below).

The Owner shall warranty the Required Improvements for a period of one (1) year after acceptance by the City ("Warranty Period") and shall repair or replace defects at no cost to the City during the

Warranty Period. Ten percent (10%) of the Guarantee Funds shall be held in escrow during the Warranty Period.

The Owner must complete the Required Improvements and obtain City approval before the issuance of any demolition or construction permits for the Project. Subject to an approval letter from the Stan Holland, City Wastewater Engineer, or designee, the Owner may submit demolition permit application(s) prior to commencing the Required Improvements. If the Required Improvements are not timely completed, the Owner is in default of this agreement, and the City may use Guarantee Funds in any manner and in any combination it deems necessary to complete the Required Improvements. The City shall use only the portion of the Guarantee Funds necessary to complete the Required Improvements. Such use of the Guarantee Funds does not relieve the Owner of the obligation to complete the Required Improvements or any warranty repairs. Prior to using any Guarantee Funds to complete the Required Improvements, the City shall provide the Owner with written notice of the default and shall grant the Owner a minimum of ninety (90) days to cure the default. The City shall send the notice to the following address by reputable overnight courier or by certified mail, return receipt requested: Santa Fe Opera, P.O. Box 2406, Santa Fe New Mexico 87501, Attention: Robert K. Meya.

The Owner may submit a written request for a refund of any remaining Guarantee Funds upon (1) expiration of the Warranty Period and completion of all warranty items, (2) the Owner's written withdrawal of the City-approved development plan prior to seeking a construction permit for the Project, (3) the expiration of the development plan under SFCC Section 14-3.19; or (4) the Owner's written withdrawal of the construction permits prior to any disturbance or work being conducted on the site. Within thirty (30) days of such written request, the City shall release all remaining Guarantee Funds from escrow and refund the Guarantee Funds to the Owner.

Sincerely,

_____

City Engineer

City of Santa Fe

Attachments: Exhibit 1: Engineer's Estimate
Exhibit 2: Copy of Check
Exhibit 3: City Receipt
Exhibit 4: CPCR

Sub-Ledger Escrow #_____

By signing below, I accept the terms of this Financial Guarantee Agreement.

Santa Fe Opera

By: _____ 4/15/24

Name: Robert K. Meya Date

Title: General Director

TERRA WEST, LLC
FINDING YOUR DIRECTION

EXHIBIT 1

SEWER IMPROVEMENTS
PROJECT: 214 Camino de los Marquez
OPINION OF PROBABLE COST

2CPN No.
Date: ***21-Oct-24***
TW No ***2024096***
Eng.:
Rev.: ***Sewer Work***

				BUDGET	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	U. PRICE	CAL. COST
	By-pass Pumping				
	By-pass pumping 6" Set up	EA	1	$ 4,500.00	$ 4,500.00
	By-pass pumpiing per hour	Per Hour	168	$ 175.00	$ 29,400.00
	Based on approx. 7 days of pumping				**$ 33,900.00**
	Manhole Replacement				
920.570	Manhole Remove and Dispose. All depths 4-6' Dia	EA	1	$ 543.23	$ 543.23
920.070	Manhole, 4' Dia., Type "C" or "E", 6' tp 10' deep. CIP. SD2101	EA	1	$ 6,781.52	$ 6,781.52
	Manhole protective coating, epoxy or poly	EA	1	$ 2,600.00	$ 2,600.00
	Mobilization for subcontractor coating crew and equipment	EA	1	$ 945.00	$ 945.00
					$ 10,869.75
	Pipe Bursting				
931.020	Pipe Bursting, SAS Rehab. Existing 8" to 10", CIP	LF	128	$ 56.25	**$ 7,200.00**
	2024096				
				Subtotal	**$ 51,969.75**
			Subtotal		**$ 51,969.75**
	Materials Testing		1.00%		$519.70
	Staking		1.43%		$743.17
	Survey		0.74%		$384.58
	Mobilization		4.26%		$2,213.91
	Demobilization		0.30%		$155.91
	Construction Traffic Control & Barricading		12.50%		$6,496.22
	CONTINGENCY		10.00%		$5,196.98
			Subtotal		**$67,680.21**
	NM Tax		8.175%		$5,532.86
			Total		**$73,213.06**

RONALD R. BOHANNAN
NEW MEXICO
7868
PROFESSIONAL ENGINEER

10/23/2024

Lauren McAllister

From: HOLLAND, TOWNSEND S. <tsholland@santafenm.gov>
Sent: Tuesday, October 29, 2024 1:06 PM
To: BILETNIKOFF, JANICE I.
Cc: Lauren McAllister; Jennifer Jenkins
Subject: RE: 214 Cam. De Los Marquez
Attachments: 214 Camino de los Marquez - Sewer Cost Estimate_10.23.24 v2.pdf

Janice,
This is to confirm that the Wastewater Division has reviewed and finds the opinion of probable cost in the amount of $73,213.06 submitted by Tierra West, LLC, for the 214 Camino de los Marquez sewer improvements to be adequate.

Please contact me with any questions

T. Stanley Holland, P. E.
Wastewater Division
73 Paseo Real
Santa Fe,New Mexico 87507
505-955-4637
tsholland@santafenm.gov

From: Jennifer Jenkins <Jennifer@jenkinsgavin.com>
Sent: Tuesday, October 29, 2024 10:23 AM
To: HOLLAND, TOWNSEND S. <tsholland@santafenm.gov>
Cc: Lauren McAllister <lauren@jenkinsgavin.com>; BILETNIKOFF, JANICE I. <jibiletnikoff@santafenm.gov>
Subject: RE: 214 Cam. De Los Marquez

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.

Hi Stan,

Checking on your review of the estimate. Appreciate your assistance.

Thank you.

Jennifer Jenkins

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT

130 Grant Avenue, Suite 101
Santa Fe, New Mexico 87501
O: 505.820.7444
M: 505.930.6149

jennifer@jenkinsgavin.com
www.jenkinsgavin.com

From: HOLLAND, TOWNSEND S. <tsholland@santafenm.gov>
Sent: Thursday, October 24, 2024 11:12 AM
To: Jennifer Jenkins <Jennifer@jenkinsgavin.com>
Cc: Lauren McAllister <lauren@jenkinsgavin.com>; BILETNIKOFF, JANICE I. <jibiletnikoff@santafenm.gov>
Subject: RE: 214 Cam. De Los Marquez

Thanks. Will review asap

T. Stanley Holland, P. E.
Wastewater Division
73 Paseo Real
Santa Fe,New Mexico 87507
505-955-4637
tsholland@santafenm.gov

From: Jennifer Jenkins <Jennifer@jenkinsgavin.com>
Sent: Wednesday, October 23, 2024 6:11 PM
To: HOLLAND, TOWNSEND S. <tsholland@santafenm.gov>
Cc: Lauren McAllister <lauren@jenkinsgavin.com>; BILETNIKOFF, JANICE I. <jibiletnikoff@santafenm.gov>
Subject: RE: 214 Cam. De Los Marquez

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.

Hi Stan,

The estimate for the sewer line and manhole replacement is attached for your review and approval.

Please let me know if you have any questions.

Thank you.

Jennifer Jenkins



130 Grant Avenue, Suite 101
Santa Fe, New Mexico 87501
O: 505.820.7444
M: 505.930.6149
jennifer@jenkinsgavin.com
www.jenkinsgavin.com

EXHIBIT 4

CERTIFICATE OF PARTIAL CONSTRUCTION AND PARTIAL RELEASE OF FINANCIAL GUARANTY

Letter of Credit No.: _____ ("the Letter of Credit"), expiring _____.

Applicant: [Lender's Customer] (Hereinafter "Applicant")

Issuer: [Lender] (Hereinafter "Issuer") whose mailing address is _____, whose physical delivery address is _____, and whose facsimile number is _____.

Beneficiary: City of Santa Fe Land Use Department (LUD), (Hereinafter "Beneficiary"), whose mailing address is P.O. Box 909, Santa Fe, New Mexico 87504-0909 and whose physical address is 200 Lincoln Avenue, Santa Fe, New Mexico 87501.

Project: [Describe project or matter] (Hereinafter "the Project")

LUD Case No.: _____; BP No. (Grading): _____; BP No. (Landscape/Utility): _____

City Clerk Item No.: _____ *(For Beneficiary administrative use only – Absence of number shall not affect validity of this Acknowledgement and Partial Release)*

Engineer's Estimate: [Describe Estimate] or other professional's estimate as determined by the City attached hereto and incorporated herein as Exhibit "1" as modified or amended with Issuer's and Beneficiary's express, written, consent (Hereinafter "the Engineer's Estimate")

Date: _____

The undersigned, _____ as an authorized agent of Beneficiary, acting on behalf of Beneficiary, hereby certifies as follows:

1. I am authorized to execute this Certificate of Partial Construction and Partial Release of Financial Guaranty ("CPC") on behalf of Beneficiary.

2. This CPC is being issued to Applicant to acknowledge that the Beneficiary has inspected certain work items constructed by Applicant or has accepted certification from a City approved construction engineer and that Beneficiary's finds that the following work described in the Engineer's Estimate has been constructed or has reasonable cause to believe said work has been constructed as presented in the pay estimate presented by the Applicant or the Applicant's authorized representative.

3. Beneficiary acknowledges that the face amount of the Letter of Credit and the Issuer's obligations to pay in accordance therewith is hereby reduced by the amount of $_____ resulting in a ____% total reduction to date.

4. According to the records of the Beneficiary based upon all of the Certificates of Partial Construction issued by Beneficiary to date, the face amount of the of the Letter of Credit after the reduction described above is $_____ or a ___% of the original financial guaranty amount.

Executed this _____ day of _____, 200__.

CITY OF SANTA FE

By: _____
(Signature)

_____
(Print Name)

_____
(Title)

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20___, before me personally appeared _____, as _____ of the City of Santa Fe, a municipal corporation, for and on behalf of said municipal corporation, personally known to me OR proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing Certificate and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

Witness my hand and official seal.

_____
Signature of Notary Public

_____
Printed Name of Notary Public

My Commission Expires: _____

dc: (Owner)
(Constr. Engr.)
LUD Constr. File No.:
LUD FG File No.:

Letter of Credit

///, 2025

Governing Body

Case 2024-8898: 214 Camino De Los Marquez Rezoning

ATTACHMENT C

Early Neighborhood Notification (ENN) Materials

EARLY NEIGHBORHOOD NOTIFICATION MEETING

Request for Staff Attendance

Project Information

Project Name: 214 Camino de los Marquez Rezone

Address: 214 Camino de los Marquez Parcel Size: 2.501 acres

Zoning: R-21 PUD Future Land Use: High Density Residential

Preapplication Conference Date: July 11, 2024

Detailed Project Description: Proposed rezoning from R-21 PUD to R-29 to enable the redevelopment of an existing 50-unit multi-family project to an 83-unit community comprised of two three-story buildings.

Property Owner Information

Name: Santa Fe Opera

Address: P.O. Box 2408, Santa Fe, NM 87504-2408

Phone: E-mail Address:

Applicant/Agent Information (if different from owner):

Name: **JenkinsGavin, Inc.**

Address: **130 Grant Avenue, Suite 101, Santa Fe, NM 87501**

Phone: 505-820-7444 E-mail Address: jennifer@jenkinsgavin.com

Agent Authorization (if applicable):

I am/We are the owner(s) and record title holder(s) of the property located at:

I/We authorize See attached letter of authorization. to act as my/our agent to execute this application.

Signed: Date:

Signed: Date:

Proposed ENN Meeting Dates:

Provide 2 options:	***Preferred Option***	***Alternative***
DATE:	July 30, 2024	
TIME:	**5:30 p.m.**	
LOCATION:	Via Zoom	

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT

EARLY NEIGHBORHOOD NOTIFICATION MEETING

July 15, 2024

RE: 214 Camino de los Marquez Rezone

Dear Neighbor:

This letter is being sent as notice of a neighborhood meeting to discuss an upcoming application to the City of Santa Fe to rezone the 50-unit Axton Apartment property from R-21 PUD (Residential Planned Unit Development, 21 dwellings/acre) to R-29 (Residential, 29 dwellings per acre), with the intention to redevelop the property as a new 83-unit multi-family community. The ±2.5-acre property is located at 214 Camino de los Marquez and is currently zoned R-21 PUD. Please refer to the attached Conceptual Site Plan, Vicinity Map, and ENN Guidelines for more information.

In accordance with the requirements of the City of Santa Fe's Early Neighborhood Notification regulations, this is to inform you that a meeting is scheduled for:

When: **July 30, 2024 at 5:30 p.m.**
Where: **Via Zoom**
Zoom Link: **Available at** https://santafe.primegov.com/public/portal

Early Neighborhood Notification is intended to provide for an exchange of information between prospective applicants for development projects and the project's neighbors before plans become too firm to respond meaningfully to community input. If you have any questions or comments, please contact Jennifer Jenkins at 505-820-7444 or jennifer@jenkinsgavin.com. Persons with disabilities in need of special accommodations, or the hearing impaired needing an interpreter, please contact the City Clerk's Office (955-6520) 5 days prior to the meeting date.

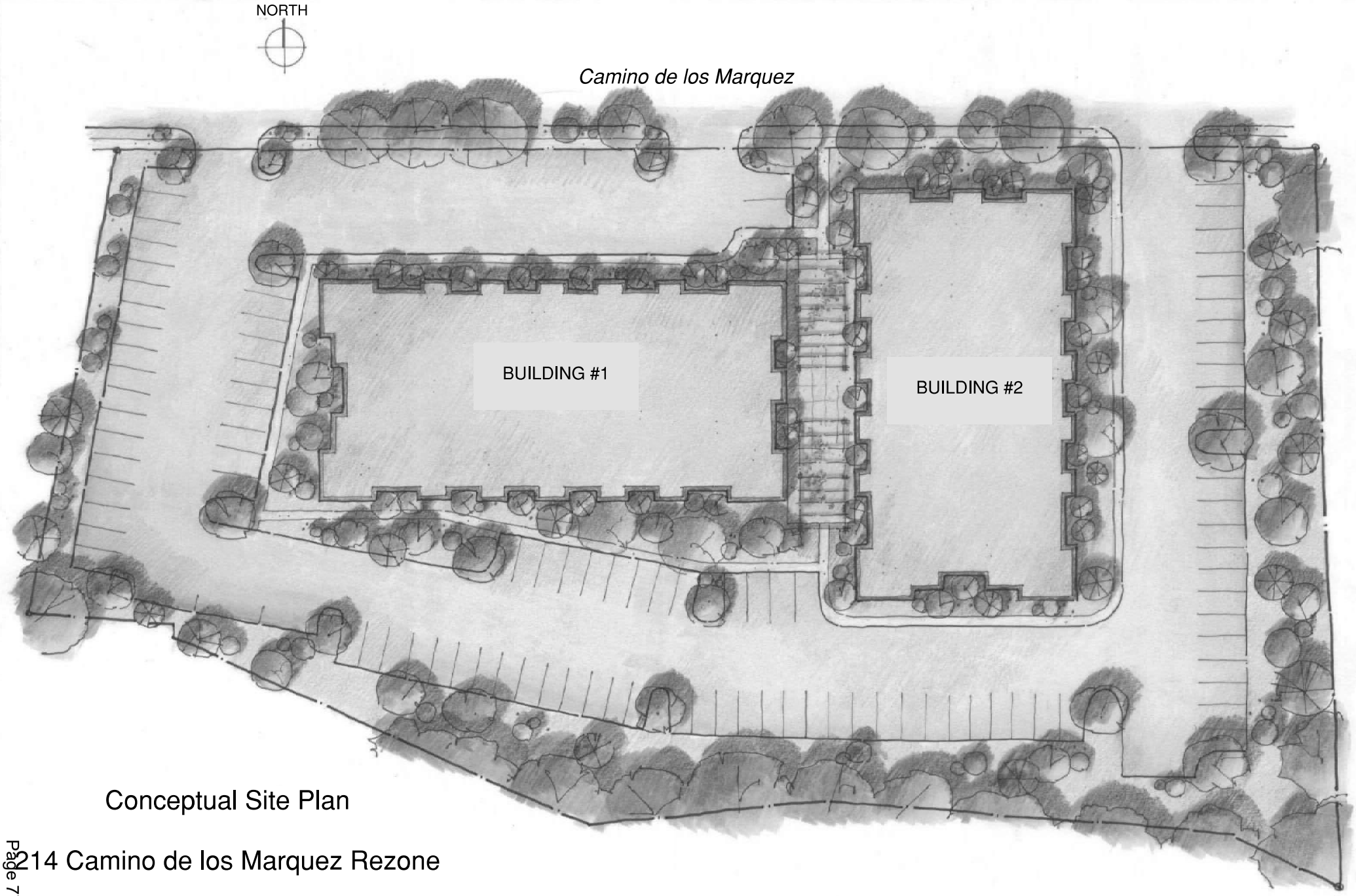
Sincerely,

Jennifer Jenkins

Attachments: Conceptual Site Plan, Vicinity Map & ENN Guidelines

VICINITY MAP
214 Camino de los Marquez





Conceptual Site Plan

214 Camino de los Marquez Rezone

Submit by Email | Print Form

Early Neighborhood Notification (ENN) Guidelines

Section 14-3.1(F)(5) SFCC 1987, as Amended

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 1987, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about each criterion, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS *For example: number of stories, average setbacks, mass and scale, architectural style, landscaping, lighting, access to public places, open spaces and trails.(Ord. No. 2008-29 § 3)*

PROJECT SUMMARY: The 2.5-acre subject property is located at 214 Camino de los Marquez, zoned R-21 PUD (21 dwellings per acre), and is currently developed with the 50-unit Axton Apartments. The applicant is proposing to rezone the property to R-29 (29 dwellings/acre) in order to redevelop the property as a new 83-unit multi-family community comprising two three-story buildings.

The surrounding mixed-use neighborhood is a mix of multi-family, single-family residential, commercial, office, and shopping center uses. The proposed project is compatible with the existing use of the property and the surrounding land use pattern.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT *For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.*

The site slopes gently from west to east. There is an arroyo along the southern property boundary. Landscaped open space and outdoor areas will be provided for the residents. Significant trees will be preserved where feasible or replaced.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN *For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.*

The property is located in both the Suburban and River & Trails Archaeological Districts. A reconnaissance report will be provided with the future Development Plan Application.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN *For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.*

As described above, the property is compatible with surrounding uses. The proposed R-29 zoning complies with the subject property's General Plan Future Land Use designation of High Density Residential. Surrounding Future Land Use designations include General Commercial, High Density Residential, Office, Insitutional, and Low Density Residential. The proposed residential development will fulfill the goals of the General Plan to promote infill and a compact urban form.

(e) EFFECTS UPON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR TEH DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES *For example: increased access to public transportation, alternate transportation modes; traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.*

The project design will include pedestrian connections to the existing sidewalk along Camino de los Marquez. Parking will be provided in accordance with City requirements. No negative impact on access to services is anticipated.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE *For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.*

The creation of new housing supply is critical to economic development is Santa Fe by providing more housing opportunities for the employment base. In addition, the project will create jobs in construction related industries.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS *For example: creation, retention or improvement of affordable housing; how the project contributes to serving different ages, incomes and family sizes; the creation or retention of affordable business space. (Ord. No. 2005-30(A) § 4)*

The project will comply with the Santa Fe Homes Program through payment of a fee to the Affordable Housing Trust Fund.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES *For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.*

The project will be served by City water and sewer, as well as existing emergency services. The property is served by Route 6 of the Santa Fe Trails bus system and there is a bus stop around the corner on Galisteo St. The area is served by several public schools and a school impact form is submitted with this report.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS *For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.*

In accordance with City requirements, a water rights fee will be paid to the City for the increased water demand. The project will comply with the City's regulations governing landscaping and water conservation.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS *For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.*

The project improves the opportunities for community integration and balance by incorporating linkages among neighborhoods. As well as access to employment and services in walking distance.

(k) EFFECT UPON SANTA FE'S URBAN FORM *For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? The project's effect on intra-city travel; and between employment and residential centers.*

As an infill site, the proposed project promotes a compact urban form. Furthermore, the site is easily accessible to commercial services and employment.

ADDITIONAL COMMENTS (Optional)

Buffer 300’ Mailing Labels

214 Camino de los Marquez



214 Camino de los Marquez Owner/Resident Mailing Addresses

Name	Mailing Address	City	State	Zip
TICHENOR, CHARLES	215 CAMINO DE LOS MARQUEZ #6	SANTA FE	NM	87505
MCCRAY, JAMES B & MOGIE R & JEAN	1000 CORDOVA PL #580	SANTA FE	NM	87505
MCCRAY, JEAN A	1000 CORDOVA PL #580	SANTA FE	NM	87505
MCCRAY, JEAN A & PHYLLIS H SUBIN	1000 CORDOVA PL #580	SANTA FE	NM	87505
GROVER, JOHN E & JOEL F BENNET TRUSTEES	1000 CORDOVA PL #814	SANTA FE	NM	87505
LUX BUILT	1109 DON CUBERO AVE	SANTA FE	NM	87505
SALAZAR, JUDY A & JAMES L	1111 DON CUBERO AVE	SANTA FE	NM	87505
MOSLEY, BROOKE N TILLER	1118 GALISTEO ST	SANTA FE	NM	87505
ATWELL, CHARLES W IRREVOC TRST	114 W CORDOVA RD	SANTA FE	NM	87505
ATWELL, CHARLES W IRREVOC TRST	114 W CORDOVA RD	SANTA FE	NM	87505
LEE, GERALD L & ANGELA M	1200 GALISTEO ST	SANTA FE	NM	87505
MILLER, DARRYL	1202 GALISTEO ST	SANTA FE	NM	87505
GOODWIN, STACEY J	1204 GALISTEO ST	SANTA FE	NM	87505
PADILLA, RAYMOND O & JACQUELINE A	1206 GALISTEO ST	SANTA FE	NM	87505
ECKINGER, SHERYL	12811 WEDD	OVERLAND PARK	KS	87505
LOGAN, DAVID	200 CONGRESS AVE UNIT 11E	AUSTIN	TX	87505
VIALPANDO, CELIA	201 W CORDOVA RD	SANTA FE	NM	87505
PAISANO, ALENA M & JANICE S	203 W CORDOVA RD	SANTA FE	NM	87505
GRIES, JESSE P & KARLA S HELLAND	205 A W CORDOVA RD	SANTA FE	NM	87505
THE CYNTHIA MARIE CATANACH INTER REVOC	207 CAMINO DE LOS MARQUEZ # 8	SANTA FE	NM	87505
UMBRAGE, RICHARD P & RAMONA A	207 CAMINO DE LOS MARQUEZ #10	SANTA FE	NM	87505
MARTINEZ, STEVE M (AKA ESTEBAN M MARTINEZ)	207 CAMINO DE LOS MARQUEZ #6	SANTA FE	NM	87505
BERTRAM, ALICIA	207 CAMINO DE LOS MARQUEZ UNIT 4	SANTA FE	NM	87505
LONARDONI, DIEGO	207 CAMINO DE LOS MARQUEZ UNIT 7	SANTA FE	NM	87505
CASA SERENA ASSOC	207 W CORDOVA RD	SANTA FE	NM	87505
HELLAND, RUBY	207-A CORDOVA RD	SANTA FE	NM	87505
PEASE, ELIZABETH S & SAMUEL TEMKIN	207B WEST CORDOVA	SANTA FE	NM	87505
GALLEGOS, CHRIS & ELAINE	213 W CORDOVA RD	SANTA FE	NM	87505
LOS PUEBLOS DE SANTA FE ASSOC	215 CAMINO DE LOS MARQUEZ # 7	SANTA FE	NM	87505
MADRID, ANA MARIA	215 CAMINO DE LOS MARQUEZ #8	SANTA FE	NM	87505
SOEHNEL, REED	215 CAMINO DE LOS MARQUEZ #E-10	SANTA FE	NM	87505
O'TOOLE, LESLIE	215 CAMINO DE LOS MARQUEZ APT 5	SANTA FE	NM	87505
215 MARQUEZ LLC	215 CAMINO DE LOS MARQUEZ UNIT 1	SANTA FE	NM	87505
LEWIS, BRIAN & GREGORY & AMY LEWIS	215 CAMINO DE LOS MARQUEZ UNIT 9	SANTA FE	NM	87505
KITCHENS, ELIZABETH	2625 DEARBORN ST	SALT LAKE CITY	UT	87505
CHABIN, MICHAEL S. & EILEEN D FRIEL	300 CAMINO DE LOS MARQUEZ	SANTA FE	NM	87505
PREROVSKY, HORST J, ET AL	300 CAMINO DE LOS MARQUEZ #8	SANTA FE	NM	87505
BIRMINGHAM, SARA & SIMONE WARD	300 CAMINO DE LOS MARQUEZ APT 4	SANTA FE	NM	87505
LEUNG, ALLAN F & TERESA M MOORE	300 CAMINO DE LOS MARQUEZ UNIT A3	SANTA FE	NM	87505
BURNS, MARTHA MARY TRUST	300 CAMINO DE LOS MARQUEZ, UNIT D1	SANTA FE	NM	87505
MARQUEZ COMPOUND LLC	300 GARCIA ST	SANTA FE	NM	87505
MATHEWS, ROBERTA M	319 W CORDOVA RD	SANTA FE	NM	87505
REED, HOPE & STEVEN E COUNSELL	321 W CORDOVA RD	SANTA FE	NM	87505
DUNING, BECKY S	323 W CORDOVA RD	SANTA FE	NM	87505
THOMPSON, DAVID & LESLIE PEARLMAN	325 WEST CORDOVA RD	SANTA FE	NM	87505

333 WEST CORDOVA COMMERCIAL	333 W CORDOVA RD	SANTA FE	NM	87505
333 WEST CORDOVA COMMERCIAL	333 W CORDOVA RD STE 200	SANTA FE	NM	87505
MACHA LLC	4125 MILES JN	SANTA FE	NM	87505
SWEESTER, EDWARD & SUZANNE QUILLEN	5020 CREOSOTE RUN	LAS CRUCES	NM	88011
SONE DURHAM LLC	5204 TAHOE DR	DURHAM	NC	27713
HUFF, CYNTHIA A	533 JUANITA ST	SANTA FE	NM	87505
CARLSON, TAUSHA	803 CEDAR PARK DR	AUSTIN	TX	87505
BELITSKY, ALAN & CARLOS RAMIREZ	84 E CALLE PRIMOROSA	TUCSON	AZ	87505
THE SANTA FE OPERA	PO BOX 2408	SANTA FE	NM	87505
FREEMAN, SAADIAH E	PO BOX 30000 PMB 433	JACKSON	WY	87505

DON DIEGO NEIGHBORHOOD ASSOC.	321 W. CORDOVA RD.	SANTA FE	NM	87505
DON DIEGO NEIGHBORHOOD ASSOC.	871 DON CUBERO	SANTA FE	NM	87505

LOVATO GRANT PROPERTY OWNERS ASSOC.
GALISTEO ESCALANTE ASSOC.
SAN MATEO NEIGHBORHOOD ASSOC.

Santa Fe Public Schools

Property & Asset Management
Residential Development Impact Information Form
School Notification as required by City Ordinance 14-8.18 AFCC 1987

1. Project Name: _214 Camino de los Marquez _____
2. Location of Property: _214 Camino de los Marquez_____
3. Owner/Agent Name: _Santa Fe Opera/JenkinsGavin, Inc._____
   Mailing Address: _130 Grant Ave, Suite 101, Santa Fe, NM 87501 _____
   Phone & Fax: _505-820-7444 _____
4. Unit Matrix

PROJECT EFFECT ON STUDENT POPULATION		
Unit Type	**Unit Quantity**	**Average Price**
Single Family (detached) Single Family (attached) Townhome/ Apartment Multi-Family Commercial	83	TBD

5. Elementary School Zone for Proposed Development: Wood Gormley Elementary
6. Middle School Zone for Proposed Development: Milagro Middle School
7. High School Zone for Proposed Development: Santa Fe High
8. Build out Rates (Year/s; #/yr): Q2 2027, 83 units

Educational Services Center
610 Alta Vista
Santa Fe, NM 87505
Telephone (505) 467-2000
www.sfps.info

For questions & submittal, contact:
Santa Fe Public Schools, Property & Asset Management,
2195 Zia Road, Santa Fe NM 87505
505 467 3400

VICINITY MAP
214 Camino de los Marquez



June 11, 2024

City of Santa Fe
Land Use Department
200 Lincoln Avenue
Santa Fe, NM 87501

RE: 214 Camino de Los Marquez, Santa Fe

To Whom It May Concern:

This letter shall serve as authorization for JenkinsGavin, Inc. to act on our behalf with respect to the referenced property regarding land use applications submitted to the City of Santa Fe.

Thank you.

Sincerely,

Robert K. Meya, General Director
Santa Fe Opera

6/11/24
Date

State of New Mexico)
) ss
County of Santa Fe)

The foregoing instrument was acknowledged before me this 11th day of June, 2024 by Robert K. Meya

Notary Public

My Commission Expires 9-28-2025

STATE OF NEW MEXICO
NOTARY PUBLIC
PAULA J. HUNTER
COMMISSION # 1102850
EXPIRES SEPTEMBER 28, 2025

COUNTY CLERK
REBECCA BUSTAMANTE
SANTA FE COUNTY, NEW MEXICO

COUNTY OF SANTA FE 1141 | 55 282
STATE OF NEW MEXICO
I hereby certify that this instrument was filed for record on the 2 day of Jan A.D. 20 01 at 10 22 o'clock A m and was duly recorded in book 1844 page 193 of the records of Santa Fe County
194 Witness: my Hand and Seal of Office
Rebecca Bustamante
County Clerk, Santa Fe, New Mexico
Deputy

WARRANTY DEED

1844193

SIRES-81, a Foreign Limited Partnership, for consideration paid, grant (s) to The Santa Fe Opera, a New Mexico non-profit corporation, whose address is

P. O. Box 2408

Santa Fe, NM 87504-2408

the following described real estate in Santa Fe County, New Mexico:

A certain tract of land lying and being situate within the Santa Fe Grant, within the City of Santa Fe, New Mexico and being formerly described as Tracts b, B & C of the Los Pueblos de Santa Fe Subdivision and being more particularly described by metes and bounds as follows:

Beginning at the northeasterly corner of the Tract marked by a #4 rebar found on the southerly R.O.W. of Camino de Los Marquez, from whence the City of Santa Fe Sanitary Sewer Manhole #A9R-12 bears N. 76°31'28" E., 122.74 feet; thence from said point of beginning leaving said R.O.W., S. 10°04'09" W., 271.27 feet to the southeast corner of this tract marked by a S. & W. capped rebar set; thence, N. 52°17'21" W., 38.66 feet to a no. 4 rebar to a calculated point; found; thence, N. 73°15'25" W., 150.24 feet to S. & W. capped rebar set, to a calculated point; thence N. 81°53'24" W., 100.74 feet to S. & W. capped rebar set; thence, N. 54°08'24" W., 164.18 feet to a 1/2" iron pipe found; thence, N. 72°19'55" W., 0.62 feet to a calculated point; thence, N. 23°13'07" E., 6.19 feet to S. & W. capped rebar found; thence, N. 73°11'53" W., 55.34 feet to the southwest corner of this tract marked by a no. 4 rebar found; thence, N. 23°08'12" E., 176.06 feet to the northwest corner of this tract marked by an "X" cut in concrete on the southerly R.O.W. of Camino de Los Marquez; thence along said R.O.W., S. 77°51'00" E., 446.63 feet to the point and place of beginning. All as shown and delineated on plat of survey entitled "Camino de Los Marquez Apartments City of Santa Fe, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated December 21, 2000, as Document No. 1141 24, in Plat Book 464 Page 006 in the records of Santa Fe County, New Mexico.

SUBJECT TO: Reservations, restrictions and easements of record.

with warranty covenants.

WITNESS my hand and seal this 23 day of January, 2001.

SIRES-81
A Foreign limited partnership
By MEM Investment Property, Inc.
A Washington corporation
As General Partner

1844194

by M. Eugene Miller
President/Secretary

And

by M. Eugene Miller
as Managing General Partner

ACKNOWLEDGEMENT

STATE OF ~~NEW MEXICO~~ Washington |
| ss.
COUNTY OF ~~SANTA FE~~ King |

This instrument was acknowledged before me on this 03 day of January, 2001, by M Eugene Miller, President and Secretary on behalf of MEM Investment Property, Inc., a Washington corporation, as general partner of SIRES-81, a Foreign limited partnership, on behalf of said limited partnership; and M. Eugene Miller, as Managing General Partner of SIRES-81, a Foreign limited partnership, on behalf of said limited partnership.

My commission expires: 11-16-02 Notary Public

(Seal)

HERNAN VIVAS
Commission Expires
NOTARY
PUBLIC
NOV. 16, 2002
STATE OF WASHINGTON

122035

44

REVISED FINAL DEVELOPMENT PLAN

CAMINO DE LOS MARQUEZ APARTMENTS

(FORMERLY C.H.S. APARTMENTS)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT "SIRES, 81", A GENERAL PARTNERSHIP, HAS CAUSED TO BE DEVELOPED THE LANDS SHOWN ON THIS PLAT LYING SITUATE AND BEING WITHIN THE CITY OF SANTA FE, NEW MEXICO. ALL THAT APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER AND PROPRIETOR DO HEREBY GRANT EASEMENTS FOR UTILITIES AS HEREON SHOWN.

"SIRES, 81", A GENERAL PARTNERSHIP

M. Eugene Miller

M. EUGENE MILLER, GENERAL PARTNER.

ATTEST BY NOTARY PUBLIC: Helen Trujillo NOTARY — 10-25-82 DATE — 3-27-86 COMM. EXPIRES

AFFIDAVIT

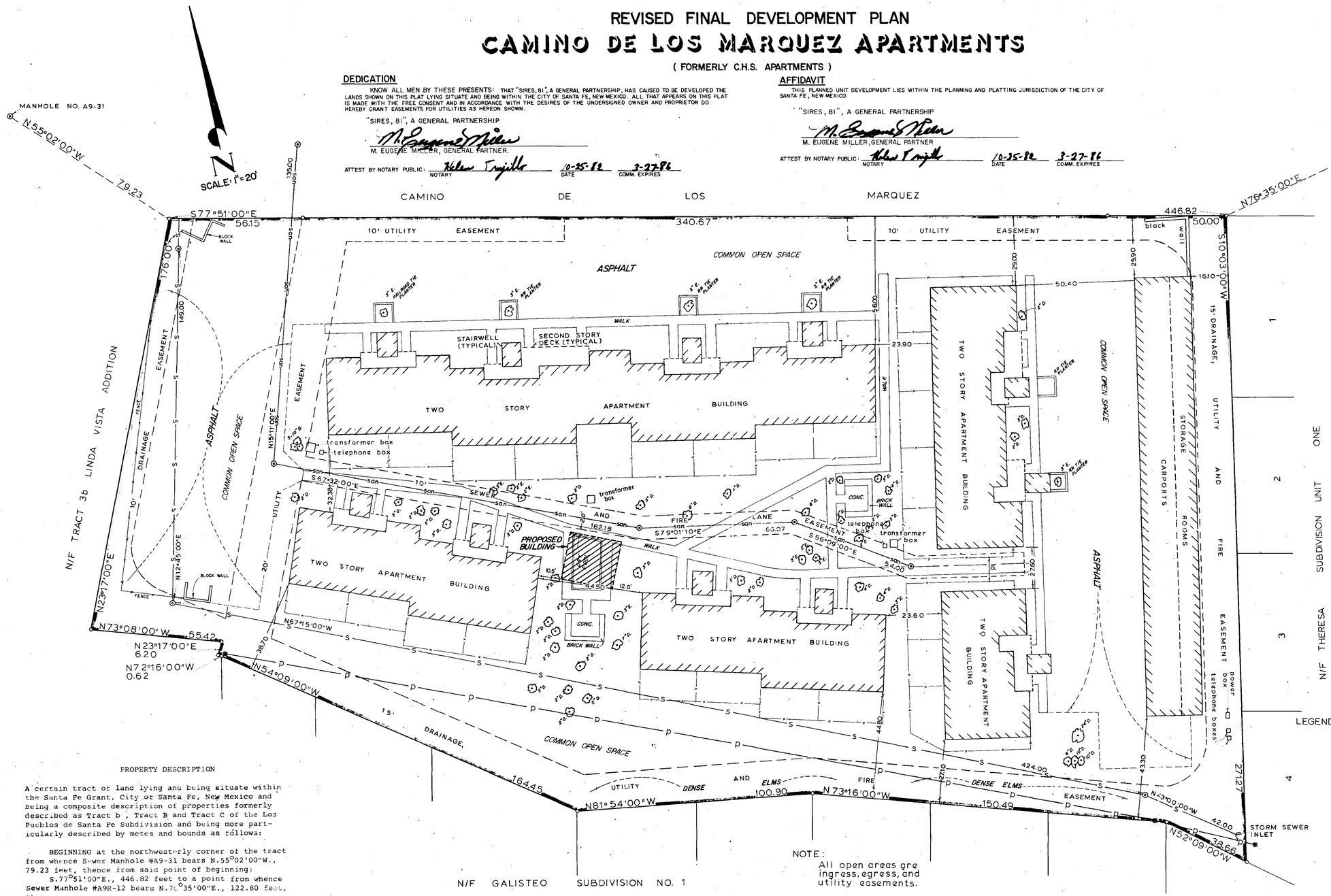
THIS PLANNED UNIT DEVELOPMENT LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, NEW MEXICO.

"SIRES, 81", A GENERAL PARTNERSHIP

M. Eugene Miller

M. EUGENE MILLER, GENERAL PARTNER

ATTEST BY NOTARY PUBLIC: Helen Trujillo NOTARY — 10-25-82 DATE — 3-27-86 COMM. EXPIRES



APPROVALS

CITY OF SANTA FE

CITY ENGINEER — 11-17-82 DATE

CITY PLANNER — 11-17-82 DATE

APPROVED BY THE CITY PLANNING COMMISSION AT ITS MEETING OF 11/4/82 DATE

CHAIRMAN

SECRETARY

COUNTY OF SANTA FE) SS
STATE OF NEW MEXICO) 505971

I hereby certify that this instrument was filed for record on the 17th day of Nov A.D., 19 82 at 9:21 o'clock A m., and was duly recorded in book 122 page 035 of the records of Santa Fe County.

Witness my Hand and Seal of Office
CAROLINA R. LEATHERMAN
County Clerk, Santa Fe County, N.M.

Deputy

LEGEND:

Bearings based on plat of survey by John West, NMPE&LS 676, on August 8, 1974 and titled "Survey Plat for Lands of Frances Sauer-essig".

- power pole
- storm sewer manhole
- sanitary sewer manhole

E. INDICATES EVERGREEN TREE.

D. INDICATES DECIDUOUS TREE.

NOTE:
All open areas are ingress, egress, and utility easements.

PROPERTY DESCRIPTION

A certain tract of land lying and being situate within the Santa Fe Grant, City of Santa Fe, New Mexico and being a composite description of properties formerly described as Tract b, Tract B and Tract C of the Los Pueblos de Santa Fe Subdivision and being more particularly described by metes and bounds as follows:

BEGINNING at the northwesterly corner of the tract from whence Sewer Manhole #A9-31 bears N.55°02'00"W., 79.23 feet, thence from said point of beginning:

S.77°51'00"E., 446.82 feet to a point from whence Sewer Manhole #A9R-12 bears N.76°35'00"E., 122.80 feet, thence;

S.10°03'00"W., 271.27 feet to a point, thence;
N.52°09'00"W., 38.66 feet to a point, thence;
N.73°16'00"W., 150.49 feet to a point, thence;
N.81°54'00"W., 100.90 feet to a point, thence;
N.54°09'00"W., 164.45 feet to a point, thence;
N.72°16'00"W., 0.62 feet to a point, thence;
N.23°17'00"E., 6.20 feet to a point, thence;
N.73°08'00"W., 55.42 feet to a point, thence;
N.23°17'00"E., 176.00 feet to the point and place of beginning.

Containing 2.505 Acres, more or less.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS MADE BY ME OR UNDER MY PERSONAL DIRECTION AND CONTROL DURING THE MONTH OF OCTOBER, 1982 AND THAT THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Richard E. Smith

RICHARD E. SMITH
NM PLS#5837

Smith & Williamson Surveying Service 1210 Luisa Suite 5 Santa Fe New Mexico 87501			CAMINO DE LOS MARQUEZ APARTMENTS SANTA FE, NEW MEXICO			
DRAWN	DATE	CHECKED	SCALE	PROJECT NO.	COUNTY	SHEET NO.
DM	OCT. 1, 1982	RES	1"= 20'	1641	SANTA FE	1 of 1

BRUNING 44122 2586

///, 2025

Governing Body

Case 2024-8898: 214 Camino De Los Marquez Rezoning

ATTACHMENT D

Public Comments

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT

SANTA FE OPERA – 214 CAMINO DE LOS MARQUEZ
AXTON APARTMENTS REZONE
EARLY NEIGHBORHOOD NOTIFICATION MEETING NOTES

Date: July 30, 2024
Time: 5:30 – 7:00
Location: Virtual Meeting held via Zoom
Attendees: City Land Use Department Representative - Janice Biletnikoff
Applicant Representatives - Jennifer Jenkins & Collen Gavin, JenkinsGavin, Inc.

This ENN meeting addressed the pending application to rezone the 2.5-acre property at 214 Camino de los Marquez from R-21 PUD to R-29. A presentation was given by Jennifer Jenkins of JenkinsGavin, Inc. regarding the proposal, and following the presentation, a Question & Answer session was held. The following notes capture the questions and concerns raised and the responses by the Project Team.

Questions/Comments	**Responses**
What will be the use of the buildings? How does it increase/affect housing for Santa Fe? What is the plan for the off season?	The Opera seeks to redevelop the site as an 83-unit apartment community to house their apprentices and interns during the Opera season. Six-month leases will be offered in the off season. The Santa Fe Opera is looking to partner with local organizations with short term housing needs, as well as making units available in the open market.
Why 83 units when the property is 2.5 acers doesn't that exceed the zoning density?	The City's affordable housing regulations, the Santa Fe Homes Program, provides a 15% density bonus to offset the financial obligation of complying with the program, either through providing set-aside units or paying a fee-in-lieu.
What will the rents be?	The off-season rental rates have not been established, but will be consistent with market rates once the project is complete.
Recommendations: Consider underground parking, due to concerns over the potential height of the buildings and the amount of asphalt; renovate the existing buildings instead of redeveloping the site; and utilize St John's College dormitories as an alternative.	
Is the site within a historic district?	No, the site is not within a designated historic

	district.
A special permit is needed for a to exceed 24 feet in building height. Were there trial runs conducted for a two-story building? Could less units be considered?	As part of the Development Plan review, the Planning Commission would have to approve a special exception to exceed 24 feet. The current concept plan includes three-story structures, which are necessary to achieve 83 units and provide the requisite parking and open space.
How will the feedback be used?	All comments and concerns will be carefully considered in collaboration with the Opera.
Who approves the zoning change?	The application will first be reviewed by the Planning Commission at a public hearing, who will make a recommendation to the City Council. The City Council will then consider the request at a subsequent public hearing and render a decision.
Where will they house the Opera apprentices during construction?	The apprentices will be in alternative housing for one summer season during the construction phase, which has not yet been identified.
Will Janice Biletnikoff be following the process and acting as an advisor?	The City Case Manager has not yet been determined, but it is likely that Janice will be assigned.
Will this be going before the Board of Adjustment?	No.
Will we have access to the Zoom recording?	Yes. Please email a request to Jennifer Jenkins.
Where is the code for maximin height?	It can be found in the code in section 14-7.2(E) Increase in Maximum height in R-21 and R-29 Districts.
Concern expressed about the transient nature of the off-season residents.	

Additional Comments

- Support for the project due to the need for more housing in Santa Fe.
- Not concerned over traffic
- Not concerned over changes in the view
- Location of the project is great for young people due to its walkability and central location.
- The request complies with City policies.

RCVD - CITY CLERK
'24 OCT 18

October 18, 2024

Planning Commission
c/o City Clerk's Office
City of Santa Fe
200 Lincoln, 2nd Floor

RE: Re-zoning request for the Axton Apartments, 214 Camino De Los Marquez, Santa Fe

The attached signatures represent 180 + members of the Santa Fe community who are opposed to rezoning the property at 214 Camino De Los Marquez (the Axton Apartments) from R-21 to R-29 with a special use permit that would allow 3-story structure(s) at that location. The property is located in a residential neighborhood where no structures exceed 2 stories.

We believe that these signatures (predominantly representing homeowners/residents in the surrounding neighborhood) indicate significant opposition to changes in zoning and/or exceeding the 24-foot dimensional standard (height) at the Axton Apartments. Based on the information that has been shared about the prospective project, the attached summary shows the various concerns that have been expressed via signatures on the petition.

We understand (from the ENN held by JenkinsGavin on July 30, 2024) that the Santa Fe Opera has applied for re-zoning and a special use permit to exceed 2-story height standards. Further, we understand that their application will be considered by the Planning Commission for a recommendation (as scheduling allows) before going to the governing body. We sincerely request that the attached signatures be distributed to both bodies in a timely fashion so that the perspectives and concerns of these Santa Feans can be considered before/during the hearing process.

We respectfully request that the Planning Commission and Governing Body decline the request for higher-density zoning with variance to exceed the 2-story height limit at 214 Camino de los Marquez.

SCCopposingR29@gmail.com

ATTACHMENTS
Summary of Concerns (2 pages)
Signed Petition (16 pages)

NO HIGHER DENSITY REZONING

At the Axton Apartments – 214 Camino De Los Marquez

The Santa Fe Opera is applying to re-zone the Axton Apartments (from R-21 or 21 units per acre to R-29 or 29 units per acre). The existing 50-unit Axton Apartment buildings would be demolished and replaced with 83 new units (66 % increase). That would require **raising the height of the new buildings to 3 stories**. Even a zoning of R-29 would not allow for a 3rd story without a "Special Use Permit."

If the Opera re-develops the Axton Apartments, we believe they should **be subject to the R-21 zoning and standard height limits** that have defined the character of the neighborhood.

There is no benefit to our neighborhood from this proposed rezoning.

- There would be negative impacts, but nothing about the rezoning proposal indicates that our neighborhood would see offsetting benefits.

This rezoning would NOT add to Santa Fe's permanent housing stock.

- The people who permanently live at the Axton now have reportedly been notified they will need to move out before demolition begins.
- According to the project's spokesperson, the replacement apartments would be occupied **entirely** by the Opera's apprentices before and during opera season. Between opera seasons, only **temporary** rentals (up to a few months) would be allowed. (The Axton Apts. currently advertises rental availability between September and April.)

Replacing the Axton with a much larger complex would negatively affect our neighborhood's environment and put pressure on services.

- Increased traffic: Camino De Los Marquez and Don Cubero are small residential streets with limited capacity to absorb traffic from higher density development. Don Diego already gets more through-traffic than its capacity would suggest.
- Despite the proposal's statement that significant trees would be preserved where feasible, the conceptual plan makes it pretty clear that many or most would have to go!

A 3-STORY complex (only possible with a special use permit) would set a negative precedent for the character of our neighborhood.

- Architectural scale and character in South Capital contribute to the unique character that makes Santa Fe so appealing to so many people.
- No ADJACENT OR NEARBY property is zoned R-29, and there are **no 3-story buildings east of Don Diego** for many blocks to the north and south. Eighty-three apartment units in 3 stories would be a major departure from the scale of our historic Santa Fe neighborhood.
- The highest density residences on the street are 2-story condominiums, which have **far lower** density than R-29 (even less than R-21).
- From Don Diego to the east, and from Camino De Los Marquez northward to Paseo de Peralta, the properties in the neighborhood are 1-story homes, with a few 2-story residences mixed in.
- While 214 Camino De Los Marquez isn't in the historic district, it is within a few blocks.
- Residents and homeowners in our neighborhood have made important decisions about where we live and invest relying on the regulations that govern our neighborhood, and based on its character.

Many of us love the Santa Fe Opera. But the Opera has alternatives to radically increasing the density of this property.

- Re-developing the Axton Apartments under its existing R-21 zoning would allow for a more reasonable 20 % increase to 60 units.*
- The Opera might not be able to house all its apprentices in one location, but that isn't new.

To stay informed and/or to help oppose this rezoning proposal, email

SCCopposingR29@gmail.com

*In exchange for paying a fee that goes to Santa Fe's *Affordable Housing Trust Fund* (in lieu of actually providing affordable housing), current rules allow developers to build 15 % more units than R-21 or R-29 zoning computes to.

TAKE CARE OF OUR NEIGHBORHOOD, TAKE CARE OF SANTA FE

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	Print Name	Sign Name	Street Address	Zip Code
1	Ruby M. Helland	Ruby M. Helland	207A W. Cordova Road	87505
2	Jesse Gries		205A W. Cordova SF NM	87505
3	Karla Helland		205A W. Cordova SF, NM	87505
4	HOPE REED	Hope C. Reed	321 W Cordova Rd	87505
5	STEVE COUNSELL		"	"
6	Bobbi Matthews	BOBBI MATTHEWS	319 W. Cordova	87505
7	Elaine Gallegos		213 W Cordova	87505
8	DIEGO LONARDONI		207 CAMINO DE LOS MARQUEZ	87505
9	Devin O'Neil		207 Camino de Los Marquez #10	87505
10	[illegible]		1015 Don Diego	87505
11	Daniel R Anthony		1013 Don Diego AV	87505
12	Anna Richards		1011 Don Diego Ave.	87505
13	JANE Starr		1012B Don Diego Ave	87505
14	Theresa L. Vaisa		1020 Don Diego	87505

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	Print Name	Sign Name	Street Address	Zip Code
1	ALLAN LEUNG		300 Camino de los Marquez #3	87505
2	JOHN GROVER		300 Camino de los Marquez #1	87505
3	Michael Chabin		300 Camino de los Marquez #6	87505
4	Eileen D Friel		300 Camino de los Marquez, #6	87505
5	Edward Sweetser		300 Camino de los Marquez, #7	87505
6	MARYANN PREROVSKY		300 Camino de los Marquez #8	87505
7	Josephine Prerovsky		820 Calle Torreona	87505
8	Martha Burns		300 Camino de Los Marquez #9	87505
9	Margie Hicks		1041-(W Don Diego Ave	87505
10	Suzanne Quillen		300 Camino de los Marquez #7	87505
11	Jacqueline Padilla		1206 Galisteo Street	87505
12	Raymond Padilla		1206 Galisteo Street	87505
13	Jon-Gabriel Padilla		1206 Galisteo Street	87505
14	Precious Cantu		205 W. Cordova Rd	87505

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	Print Name	Sign Name	Street Address	Zip Code
1	Teresa Moore	Teresa Moore	300 Camino De Los Marquez, #3	87505
2	David Bennett		18A N. Cloudstone DR	87505
3	Penny Bennett		18A N. Cloudstone Dr, SF	87505
4	Gerardo Oropesa	Gerardo Opa.	6330 Calle Cruchano	87507 ✱
5	Samantha Oropesa	Samantha Oropesa	6330 Calle Cruchano	87507 ★
6	Mary Onstad		712 Calle Grillo, Ap+C	87505
7	Sara Birmingham		300 Camino de los Marquez #4	87505
8	Simone Ward		300 Camino de los Marquez #4	87505
9	Gerald Lee		106 W Barcelona Rd	87505
10	Angela Lee		106 W Barcelona	87505
11	Stacy Goodwin		1204 GALISTEO STREET	87505
12	Ellen Wittman		228 E. Cordova	87505
13	[illegible]	[illegible]	207-B W Cordova	87505
14	Samuel Temkin	S. Temkin	207-B W Cordova Rd	87505

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	Print Name	Sign Name	Street Address	Zip Code
1	Raymond M. Lobato	Raymond M. Lobato	1620 Don Diego Ave	87505
2	Chris Carlson		300 Camino de los Marquez Unit 2, Santa FE, NM	87505
3	Tausha Carlson		300 Camino de los marquez #2, Santa Fe, NM	87505
4	Ann Mindy McGrael	Ann Mindy McGrael	1004 Don Diego Santa Fe, NM 87505	87505
5	KATIA MATZUY		2180 Old Arroyo Chamiso Rd Santa Fe NM 87505	87505
6	Charles Tichenor	Charles Tichenor	215 Camino de Los Marquez #6	87505
7	CARI Reynolds		215 Camino de los Marq	87505
8	Darren Corinaldi		207 Camino de los Marquez	87505
9	Ellen Gallegos	M. Ellen Gallegos	" " " " " #2	505-603 8315
10	Tristan Sheffield		1617 Camino Monica Santa Fe, NM	87501
11	David Jaramillo	David Jaramillo	517 Don Cubero	87505
12	PATRICK FLANAGAN		540 de Cristo	87505
13	Jennipher Trujillo	Jennipher Trujillo	622 Calle Grillo SFNM	87505
14	Geri Anaya (Geraldine)	Geri Anaya	630 Calle Grillo SF, NM	87505

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	Print Name	Sign Name	Street Address	Zip Code
1	Anne Lefton		1522 Calle Redondo, Ste	87505
2	Paz R. Anaya		707 Calle Grillo, #F	87505
3	Ken Kobdich		615 Calle Grillo	87505
4	Monica Steensma		627 Calle de Valle	87505
5	Diane Coco		811 Don Diego Ave Apt #2	87505
6	Jami Krueger		811 1/2 Don Diego Ave #3	87505
7	Dennis Gee		850 Don Diego Ave	87505
8	Haley Welsh		841 Don Diego Avenue	87505
9	Jayne Wieske		827 Don Diego Ave	87505
10	JANET WILLIAMS		1200 Don Gaspar Ave	87505
11	Mary Jobsen		1111 Barcelona Lane	87505
12	CARLOS CALDWELL		1108 Barcelona Lane	87505
13	JANE TANNER		1103 Barcelona Ave	87505
14	JOSHUA ROSEN		121 Coronado LANE	87505

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	Print Name	Sign Name	Street Address	Zip Code
1	Mel Black		300 Camino De Los Marquez #5	87505
2	Peggy Black		"	"
3	Linda Varela	Linda Varela	1010 Flora DR. SF, NM	87505
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	Print Name	Sign Name	Street Address	Zip Code
1	Colin Ramsey		103 Jornada Loop, SF, NM	87508 *
2	Michael Ramsey		225 Palace St Apt 1 SF NM	87501
3	Forrest Carlton		328 Sena St., SF, NM	87505
4	RITA LYONS		759 W. MANHATTAN AVE SF	87501
5	IFAN PAYNE		1008 Don Cubero Ave, SF. NM	87505
6	Catherine Machazon		1008 Don Cubero Ave SF	87505
7	John Jennings		1015 Don Cubero Ave	87505
8	Linda MONTOYA		1014 Don Cubero Ave	87505
9	NEAL MEISNER		312 LORETTA AVE	87505
10	John Falvey		715 Old Santa Fe Tr	87505
11	Elaine Sanchez		715 Old Santa Fe Trail	87505
12	Alexis Martinez Johnson		315 Don Fernando Rd.	87505
13	Bruce Moss		1102 Don Cubero Ave	87505
14	Laura Smith		1018 Don Cubero Ave	87505

* Santa Fe County

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	Print Name	Sign Name	Street Address	Zip Code
1	Hubert van Hecke		871 Don Cubero Ave	87505
2	Shelley Greene	Shelley Greene	719 Finland Dr	87505
3	Deborah van Hecke		871 Don Cubero Ave	87505
4	DON HARRELL		325 Sena St SFNM	87505
5	William Black		328 Sena	87505
6	Marilyn Macbeth	Marilyn Mxbeth	328 Sena	87505
7	Russell Fory	Russell Fory	25 AVENIDA VISTA ESQUISITA, SF, NM	87508 *
8	Joshua Chato		1407 Santa Rosa Dr. SF, NM	87505
9	Deborah Altschul		327 Don Cubero Place	87505
10	TODD CONKLIN		532 W. ALTA ST	87504
11	Susan Hamlett		12 Arroyo Griego	87506 *
12	Lisa Garner		1710 W. Alameda #5	87501
13	GRINALDA-RAWLINGS		225 Polaco St	87501
14	Linda Marcellus		256 Camino de la Sierra Santa Fe, NM 87501	87501

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	Print Name	Sign Name	Street Address	Zip Code
1	Monica Prerovsky		1004 Don Cubero Ave	87505
2	Diego Maestas		1004 Don Cubero Ave	87505
3	Jules Prerovsky		1004 Don cubero Ave	87505
4	John WAGNER		872 DON CUBERO AVE SF	87505
5	Jessica Gutierrez		1013 Don Cubero Ave	87505
6	MICHAEL ROMERO	Michael Rom	861 Don Cubero	87505
7	Roberta Fleming	Roberta Fleming	857 Don Cubero Ave	87505
8	JOHN BRENEISER	John Breneiser	858 Don Cubero	87505
9	MARY MEHAFFY	Mary Mehaffy	852 DON CABERO AVE	87505
10	Bridget Thomas	Bridget Thomas	994 Don Manuel	87505
11	JOHN CRANE	John Crane	993 DON MANUEL	87505
12	DAVID MONTOYA	David Montoya	996 DON MANUEL	87505
13	SERENA RIEKE		1028 W Houston	87505
14	Katie Singer	Katie Singer	310 Lomita St.	87505

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	Print Name	Sign Name	Street Address	Zip Code
1	James R Bennett		4718 Las Plazuelas Santa Fe NM	87507
2	Ana Chavez-Strom	Ana Chavez-Strom	945 Don Cubero Que	87505
3	Lindsay Fontana	Lindsay Fontana	106 Calle Palomita	87505
4	Evelyne Taylor	E. Taylor	844 DON CUBERO AV	87505
5	Tim Taylor		844 DON CUBERO AV	87505
6	Deb goldstein		843 Don Cubero AV	87505
7	Dorty Hudson		329 SENA	87505
8	Becky Hudson		329 Sena St	87505
9	Jayne Belknap	Jayne Belknap	4718 Las Plazuelas	87505
10	Deborah Senteras	Deborah Senteras	13 Prairie Crest	87508
11	June Ferrill	June Ferrill	1018 Unit B Canyon Rd.	87501
12	George P. Jones	George P. Jones	1018 B Canyon Rd	87501
13	Walter Sondheim		328 Don Cubero Pl Santa Fe	87505
14	HEIDI BRITT MULLICAN		330 Don Cubero Pl. Ste	87505.

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	Print Name	Sign Name	Street Address	Zip Code	
1	Jessica Havlik		1005 S. St Francis	87505	
2	Selina E-Turner		2747 Agua Fria St.	87507	
3	Scott Havlik		39 Canyon Cliff dr	87507	*
4	Julianna Myers		1005 S. St Francis	87505	
5	Aaron Turner		2747 Agua Fria St.	87507	
6	Orchid Penny		5252 Via Del Cielo	87507	
7	Brianna Duran		04 ABS Rd Santa Fe, NM	87506	
8	Cesar Rodriguez	CR	64224 Vuelta Ventura Santa Fe, NM	87507	
9	PAIGE OLSON VIGIL		369 # 245 MONTEZUMA AVE	87501	
10	CLINT SULIS		1000 CORDOVA PL #710, SF, NM	87505	
11	Jan McCreight		54 Big Tesuque Cyn	87506	*
12	Pauline Volore		3053 Cliff Palace	87507	
13	KIM M. GRAVES		2725 Agua Fria St.	87507	
14			26 ESTATES DR	87506	*

* Santa Fe County

TAKE CARE OF OUR NEIGHBORHOOD, TAKE CARE OF SANTA FE

Petition to the Santa Fe City Planning Commission and Santa Fe City Council

We petition you as concerned citizens of the South Capitol neighborhood and of Santa Fe to **maintain the current zoning of R-21 (with the standard height limit of 24 feet** [2 stories]) at 214 Camino De Los Marquez. Please decline the request for higher-density re-zoning and any request for a variance in the 24 feet height limit. The proposed project is out of scale with the neighborhood, out of step with what makes Santa Fe unique, and it will **NOT** add permanent housing stock for permanent Santa Fe residents.

	Print Name	Sign Name	Street Address	Zip Code
1	Jeanette L Myers	Jeanette L Myers	846 Puertecito	87505
2	Amy Tisdale		1825 Otowi Rd	87505
3	Hallie Kesselman		6 lilac circle SF, NM	87506
4	Ethel Hess		1889 Emerald	87505
5	Samantha Martin		18 Storm Lane	87507
6	Cindy Brisco	Cindy Brisco	975 Richards	87507
7	Amanda Alderete		150 Rancho Viejo Blvd.	87508 *
8	Univay Herrera		4762 Punta de Vista	87507
9	Raul Delgado			
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* Santa Fe County

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	Print Name	Sign Name	Street Address	Zip Code
1	Susanna Nestor		312 B Lomita	87505
2	Elizabeth West	E M. West	318 Sena Street	87505
3	Jacob Baudhuin		812 Alendale St.	87505
4	Sinkia Rieke	Sinkia Rieke	812 Allendale St.	87505
5	John McCarthy		825 ALLENDALE ST	87505
6	PAUL GRAND	Paul Grand	629 Calle de Valdez	87505
7	Lester Maas	Lester Maas	306 W. Houghton St	87505
8	Lucie Pastoriza		1028 Galisteo St	87505
9	~~Frances~~ Whitener	Frances Whitener	310 W. Cardova Rd	87505
10	Jim Elnitski		310 W. Cordova Rd	87505
11	David Levine	David Levine	1107 Barcelona Ln	87505
12	PAMELA WOLFE	Pamela Wolfe	1107 Barcelona Ln	87505
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	Print Name	Sign Name	Street Address	Zip Code
1	Joshua B Garcia		1000 Marquez Pl #B4	87505
2	Hadley Seymore	Hadley Seymore	1000 Marquez Pl. #C5	87505
3	Denise C Vigil	Denise C Vigil	1000 Marquez Pl. C3,	87505
4	JUSTIN ANDERSON		1000 MARQUEZ PL D5	87505
5	Angela Baca		1000 Marquez Place A7	87505
6	MAUREEN RED ELK		1000 MARQUEZ PL# A8	87505
7	JAMES BOURLAND		305A MARQUEZ	87505
8	Marian Cooney		407 Linda Lisa	87505
9	Susan C Starkey	Susan C Starkey	1000 Marquez PL #B1	87505
10	Anne Annicelli		1000 Marquez Pl A1	87505
11	Evelyn Quintana		1000 Marquez Pl. B-3	87505
12	PAUL SINGDAHLSEN		1000 MARQUEZ PL A9	87505
13	MORRIS BRENNER		1000 MORQUEZ PL	87505
14				

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	Print Name	Sign Name	Street Address	Zip Code	
1	Jos Gamble	Joyce Gamble	903 Sandy Lane Espanola NM	875 32	*
2	Cathy Quintana	Cathy Quintana	3041 Bonanza Loop	87507	
3	Rachel Wood	Rachel Wood	1000 Marquez Place, Cl, Santa Fe	87505	
4	Mascha Denzinger	Mascha Denzinger	17 Pueblo Drive, NM, Santa Fe	87505	
5	Hermann Denzinger	Hermann Denzinger	17 Pueblo Drive, NM, Santa Fe	87505	
6	Clark Boatwright	Cl B	721 Don Diego Ave, SF	87505	
7					*
8	Monica Welsh	Monica Welsh	529 Calle Lucero	87505	
9	Sharon Pomeranz		15A Cibola Circle	87505	
10	Karla Romero		632 Valle Grillo - Sfe	87505	
11	Steve Allen		2 Pueblo Drive SFe	87505	
12	Pat McGinn		1333 Pacheco - P	87514	
13	William J. Nelson		1002 Don Cubero Ave SF	87505	
14	DIANE KARP		934 Don Cubero Ave	87505	

* Unknown or out of Santa Fe City

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	Print Name	Sign Name	Street Address	Zip Code
1	MARY KREUZ		107 W. Barcelona	87505
2	VICKI Larrabee	Vicki Larrabee	45 Calle Celestial	87506 *
3	Robert Hudspeth		35 Sage Circle, Santa Fe	87500 *
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* Santa Fe County

April 30, 2025

Governing Body

Case 2024-8898: 214 Camino De Los Marquez Rezoning

ATTACHMENT E

Planning Commission Approved Findings of Fact and Conclusions of Law

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2024-8898
214 Camino De Los Marquez Rezoning from R-21 PUD to R-29
Owner's/Applicant's Name – Santa Fe Opera
Agent's Name – JenkinsGavin, Inc.

THIS MATTER came before the Planning Commission ("Commission") for public hearing on December 5, 2024 ("Hearing") upon the application ("Application") of JenkinsGavin, Inc. ("Agent") for Santa Fe Opera ("Applicant").

The Applicant requests rezoning from R-21 PUD (Residential – twenty-one (21) dwelling units per acre Planned Unit Development) to R-29 (Residential – twenty-nine (29) dwelling units per acre)("Rezoning").

After conducting a public hearing and having heard from staff and all interested persons, the Planning Commission ("Commission") hereby FINDS, as follows:

FINDINGS OF FACT

1. SFCC 1987 Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending the Governing Body approve the Rezoning.
2. In this case, the Applicant sought a rezoning from R-21 PUD to R-29.
3. SFCC 1987 Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
4. The property is approximately 2.50 acres, located at 214 Camino De Los Marquez.
5. SFCC 1987 Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC 1987 §14-3.l(E)]; (b) an Early Neighborhood Notification ("ENN") meeting [SFCC 1987 § 14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)-(I)].
6. The Applicant effected notice by: mailing out notice via first-class mail to property owners within 300 feet of the subject property on November 20, 2024; mailing out notice via certified mail to those within 100 feet; e-mailing neighborhood associations within 300 feet; and posting the required City sign on the property from November 20, 2024 and December 5, 2024.
7. The Applicant attended a pre-application conference on July 11, 2024.
8. The Applicant conducted an ENN meeting on July 30, 2024, virtually via Zoom. The Agent, Applicant, and City land use staff ("Staff") attended the ENN meeting. Several members of the public attended the ENN meeting.
9. At the Hearing, the Commission received reports from Staff, as well as testimony and evidence from the Applicant's agent prior to making a decision. The Commission opened the hearing to public comment, and several members of the public provided testimony, both in-person and via Zoom. Testimony included both support for and opposition to the case: the latter being the majority.
10. Once the Chair closed the Public Hearing, Commissioner Mirando moved to recommend the Governing Body approve the Rezoning.

11. After discussion, the Planning Commission voted unanimously in favor of the motion to recommend the Governing Body approve the Rezoning.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC 1987 Section 14-3.1(H)(1), the Applicant properly gave notice of the ENN meeting.
2. The Applicant properly conducted the ENN meeting pursuant to SFCC 1987 Section 14-3.1(F).
3. The Applicant has the right under the SFCC to propose the rezoning of the Property. Pursuant to SFCC 1987 Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC 1987 Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 ("Submittal Requirements").
4. Pursuant to SFCC 1987 Table 14-2.1-1: Review and Decision-Making Bodies and Responsibilities and Section 14-3.5(B)(1), and 14-3.5(C), the Commission has the authority to review and recommend the Governing Body approve or deny the rezoning request.
5. SFCC 1987 Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, make a recommendation to the Governing Body, and transmit the application, including any plans, to the Governing Body, together with a recommendation as to findings and conclusions, desirable changes and recommendations for approval or denial.
6. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(iii), the Commission finds that the Rezoning would increase density in the central area of the City and would therefore directly align with the intent of the General Plan, which has identified the Future Land Use of the parcel as "High Density Residential" and within the designated "Infill Area."
7. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(b), the Commission finds that the Application is complete as required by Chapter SFCC 1987, 14-3.5(C) "Approval Criteria", and the rezoning request meets all rezoning approval criteria required by Chapter 14 SFCC 1987, Subsection 14-3.5(C).
8. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(c), the Commission finds that the Rezoning is consistent with General Plan Themes and Policies such that the rezoning from R-21 PUD to R-29 is merited. The Rezoning request satisfies all rezoning approval criteria.
9. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(d), the Commission finds the Rezoning provides sufficient information to address 14-3.5(C)(1)(d), the current use of the property (Multi-family Residential) matches the proposed zone district R-29 (Multi-family Residential) and is consistent with other adjacent uses in the vicinity. While no new development is proposed with this application, any future residential uses would be consistent with the General Plan Future Land Use Map and the increased density would be compatible with surrounding development patterns.
10. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed public services, facilities and infrastructure, including the sewer line and manhole repair work that is guaranteed to the City by funds that have been submitted in escrow with a fully-executed escrow agreement, are able to accommodate the impacts of the proposed development (increased density).
11. Pursuant to SFCC 1987 Section 14-3.5(C)(2), the Commission finds:

a. The prevailing use and character of the area is a mix of single-family and multi-family residential, with some low intensity commercial uses. The rezoning from R-21 PUD residential to R-29 residential will remain consistent with the prevailing character in the area.
b. The property is greater than two acres in size.
c. The increase in density enhances compliance with the City's adopted General Plan, which serves the interest of the general public. The neighborhood contains several multi-family developments at a frequency and density greater than single-family homes and any new multi-family residential use will continue this existing use at a slightly higher intensity. This was intended by the General Plan to take place at this location since 1999.

12. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
13. The Commission has the power and authority to review and recommend the Governing Body approve Case #2024-8898: 214 Camino De Los Marquez Drive Rezoning from R-21 PUD to R-29.
14. The Applicant met the applicable Submittal Requirements.
15. The Commission recommended the Governing Body approve the Rezoning because the Application met all applicable Code criteria.

WHEREFORE, IT IS ORDERED ON THE 16TH DAY OF JANUARY 2025, BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends the Governing Body approve the Rezoning as requested from R-21 PUD to R-29, as requested in the Application for Case #2024-8898.

Janet Clow — 2/12/2025
Janet Clow Date:
Chairperson

FILED:

ANDREA SALAZAR (Feb 25, 2025 13:35 MST) — Feb 25, 2025
Andrea Salazar XIV Date:
City Clerk

APPROVED AS TO FORM:

2/11/2025
Rebecca A. Mnuk-Herrmann Date:
Assistant City Attorney

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-8

A BILL

REZONING AN APPROXIMATELY 2.50-ACRE TRACT OF LAND LOCATED AT 214 CAMINO DE LOS MARQUEZ, FROM R-21 PUD (RESIDENTIAL TWENTY-ONE [21] DWELLINGS PER ACRE, PLANNED UNIT DEVELOPMENT) TO R-29 (RESIDENTIAL TWENTY-NINE [29] DWELLINGS PER ACRE) (CASE NO. 2024-8898).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The real property located at 214 Camino De Los Marquez within the municipal boundaries of the city of Santa Fe (the "Property"), more particularly described in Attachment A, incorporated herein, which is restricted to and classified as R-21 PUD, is now restricted to and reclassified as R-29.

Section 2. The official zoning map of the city of Santa Fe adopted by Ordinance No. 2001-27 is amended to conform to the change of zoning classification for the Property set forth in Section 1 of this Ordinance.

Section 3. Pursuant to SFCC 1987, Section 2-2.4, this Ordinance shall be published by title and general summary and shall become effective five (5) days after publication.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 20___.

_____

ALAN M. WEBBER, MAYOR

ATTEST:

_____

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry

Erin McSherry (Apr 25, 2025 13:47 EDT)

ERIN K. MCSHERRY, CITY ATTORNEY

CITY OF SANTA FE

Date: April 2, 2025

To: Alan Webber, Mayor

Via: Regina Wheeler, Public Works Department Director

From: Sean Moody, Capital Projects Manager

ITEM AND ISSUE:
Appointment of nine new members to the capital improvements advisory committee.

BACKGROUND AND SUMMARY:
The committee consists of a total of nine (9) members. The mayor and each city councilor appoint one member. Members are not required to be city residents.[1] Not less than forty percent of the membership of the committee must be representative of the real estate, development or building industries (the "Industry"). No members shall be employees or officials of a municipality or county or other governmental entity.[2]

The following nine applicants have expressed interest in serving on the committee:

Dennis Brandon	AICP-certified planner; healthcare consultant; financial analyst
Miles Conway	Former CIAC member. Exec Officer - SFAHBA
Oralynn Guerrerortiz	Former CIAC member. Civil engineer
Mark Mitchell	Business development consultant
Jennifer Salimbene	Planning consultant
Bob Schaevitz	Planning & development including impact fee analysis
Deb Self	Corporate and art law. Gallery owner
Russell Stowers	Healthcare
Daniel Strongwater	Design & environment

Applicants' transmittals and professional résumés, and a map showing where applicants reside or own property locally, are attached. *Councilors' nominations are not restricted by this list.*

Each of the candidates meets the eligibility requirements of an individual member. However, the committee will only meet statutory requirements if not less than forty percent of the membership is representative of the Industry. Of the nine applicants listed above,

i) Four of the applicants may be considered representative of the Industry:
Miles Conway
Daniel Strongwater
Jennifer Salimbene
Oralynn Guerrerortiz

[1] Section 6, Resolution 2003-86.
[2] Paragraph B. of Section 5-8-37 NMSA 1978

ii) Four applicants may be considered *not* to be representative of the Industry:

Dennis Brandon	Deb Self
Mark Mitchell	Russell Stowers

iii) One applicant, Bob Schaevitz, may be considered in either category, since a portion of his career has been spent in the development industry, yet he is now retired from the profession.

A committee composed of the nine applicants listed above would meet the statutory threshold.

ACTION REQUESTED:
Staff requests that the governing body select nine candidates for appointment by the mayor to the capital improvements advisory committee.

ATTACHMENTS:
List of applicants
Map of applicants' local residences or properties

Applicant Name	Industry[1]	Education	Notes
Dennis Brandon	No	MS - Ohio State University	AICP-certified planner; healthcare consultant; financial analyst
Miles Conway	Yes	Colorado Mountain College	Former CIAC member. Exec Officer - SFAHBA
Oralynn Guerrerortiz	Yes	MS - Arizona State University	Former CIAC member. Civil engineer
Mark Mitchell	No	BFA - Rhode Island School of Design	Business development consultant
Jennifer Salimbene	Yes	BA - Sam Houston State University	Planning consultant
Bob Schaevitz	(Former)	MA - University of Pennsylvania	Planning & development including impact fee analysis
Deb Self	No	LL.M. - UC Berkeley M.A.- Classics - St. John's	Corporate and art law. Gallery owner
Russell Stowers	No	MHA - University of New Mexico	Healthcare
Daniel Strongwater	Yes	BS - Cornell	Design & environment

[1] Indicates whether the candidate is representative of the real estate, development or building industries. Not less than forty percent of the membership of the advisory committee must be representative of those industries.

-----Original Message-----
From: Dennis Brandon [redacted]
Sent: Friday, February 21, 2025 7:30 AM
To: QUINTANA, ERIKA F. <efguintana@santafenm.gov>
Subject: Interest in Capital Improvements Advisory Committee

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.

Greetings,

Having read your notice seeking volunteers to provide input for city capital improvements, I am forwarding my resume for consideration. Since visiting New Mexico in 1989, my wife and I frequently spent time here, buying our home in 2017 and moving here full time in 2022.

Our love for Santa Fe is reflected in supporting a number of local organizations. We believe the spirit of place here reflects the harmony that is embedded in our unique culture and the beauty and wonder that Northern New Mexico embodies.

My interest in this committee stems from a belief that capital improvements should go beyond fixing and upgrading the physical environment. Choices made on how to allocate scarce financial resources also contribute to social justice and environmental sustainability.

I have served on a number of community boards and committee, an outgrowth of my training and profession as a city planer and urban designer. As a principal for NBBJ a global design firm, I lead teams responsible for multi-million dollar construction projects.

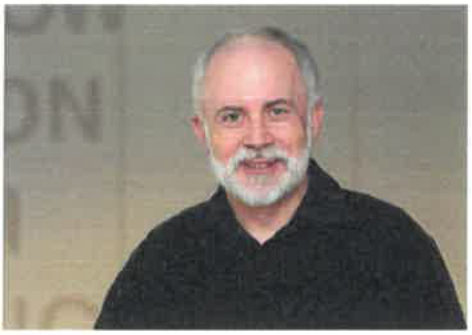
If a possible candidate for this committee, I would like to learn more about the duties required and look forward to hearing from you.

Dennis A. Brandon AICP

[redacted]

Resume attached

Dennis A. Brandon, AICP
Founder Brandon New Horizons, LLC



Dennis has over 30 years of experience in practice leadership, strategic urban, healthcare and higher education consulting. Trained as a city and regional planner, his strengths include proven ability to rapidly assess an organization's issues and coach leadership on how to achieve a successful new strategic direction. He has built a extensive track record of resolving complex land, urban and campus issues interacting with planners, practitioners and subject matter experts. Dennis is a sought after strategic thinker, marketing strategist, and land, campus and facility planner.

At NBBJ he was instrumental in launching and sharing the leadership in the global consulting practice which generated projects with annual multi-million dollar fees and resulted in many downstream design opportunities. The scope of NBBJ's consulting encompassed campus master planning, site and facility master plans, strategic asset assessments, facility programming, medical and scientific equipment programming and workplace transformation.

Certifications

- American Institute of Certified Planners (AICP)
- Certified Healthcare Consultant (CHC)
- Financial Analyst, United States Army Reserve

Teaching and Speaking Engagements

- Co-Coordinator for Knowlton School and MORPC Insight Academy 2050
- Guest Lecturer and Instructor, The Knowlton School, The Ohio State University
- Critique Presenter, McGill University, Montreal, Quebec
- Presenter, Public Private Partnership Models, National Health Service, London
- Global Healthcare Trends and Models for P3, Turkish Ministry of Health, Ankara and Istanbul
- AAMC Article: Replacing an Academic Medical Center Hospital – the Billion Dollar Question, Medical University of South Carolina, Charleston SC
- Success Factors in Developing Medical Research University Master Plans, SCUP, Toronto
- Team Captain, Baylor College of Medicine Global Initiatives Hackathon, Houston TX
- Multiple CEO Forums, Health Research & Development Institute

Dennis A. Brandon, AICP
Founder Brandon New Horizons, LLC

Education

- Master of City & Regional Planning, The Ohio State University
- Bachelor of Arts, Political Science, Miami University

Organizations

- Contributor, Santa Fe Conservation Trust
- The Nature Conservancy
- Contributor, The Horse Shelter
- Contributor, The Santa Fe Opera
- Member, Northern New Mexico Horsemans Association
- Member & Contributor, Chuck Wagon Trail Riders
- Member & Contributor, Caza Ladron Hunt
- Member St. Catherine's Historic Neighborhood Association
- Past President, Alumni Board of Governors The Knowlton School, The Ohio State University
- Past Board of Trustees, German Village Society, Columbus Ohio
- Past Board of Trustees, Rocky Fork Headley Hunt, Gahanna Ohio
- Past Board of Trustees, Hound and Wildlife Habitat Welfare Fund
- Past Member, American College of Healthcare Executives
- Past Member, American Association of Healthcare Consultants
- Past Member, Clintonville Area Commission, Chair Planning & Zoning

Prior Positions

- Principal and Director of Planning Services NBBJ
- Senior Planner, Deloitte
- Vice President, GMK Healthcare
- Neighborhood Planner and Economic Development Specialist, City of Columbus Ohio Department of Development

Recent Project Experience as Brandon New Horizons

Central Ohio Chapter Girl Scouts of America, environmental assessment, master plan, and STEM funding strategy for historic camp

Public Private Partnership Phase Two Development of Campus Master Plans for Major New Academic Medical Centers, Istanbul Turkey | International Advisor to NKY Architects and Engineers

Dennis A. Brandon

Dennis A. Brandon, AICP
Founder Brandon New Horizons, LLC

Historic Swisher Hotel Redevelopment, Somerset Ohio| Owner Advisor

Buddhist Temple Rezoning and Site Design, Central Ohio | Owner Advisor

Realm Collaborative New Enterprise and Marketing Strategy, Urban Planning & Landscape Design | Owner Advisor

Pharmaceutical Distribution Company Sustainability Study, Columbus, Ohio | Owner's Program Manager

OBEGI/Lebanese American University, Redevelopment Feasibility Study, Byblos Lebanon | Lead Planner

Project Experience with Other Firms

Advisor to Mayors of Hilliard and Gahanna for election strategy and economic development

Contract Planning Consultant, Dublin, Hilliard, Gahanna, Worthington Ohio | Lead City Planner

Louisiana State University Campus Master Plan, Baton Rouge | Principal in Charge

Stanford University Master Plan Marketing, Stanford CA | Sales Team Coach

Case Western University Urban Design Study Marketing, Cleveland OH | Sales Team Coach

St Jude's Children's Research Medical Center Master Plan Marketing, Memphis TN, Sales Team Coach

Baylor College of Medicine Long-Term Facilities Master Plan Houston, TX | Healthcare Planner

American University of Beirut Medical Center, Beirut, Lebanon | Co-Principal in Charge

- Campus Master Plan & Functional Programming
- Academic Clinical Center
- New Medical Complex

Lehigh Valley Muhlenberg Hospital, Emergency Department Allentown, PA | Principal in Charge

Lehigh Valley Cedar Crest Lobby Functional Reorganization and Renovation, Allentown, PA | Principal in Charge

Southeast Louisiana Veterans Health Care System Replacement Medical Center

New Orleans, LA | Healthcare Planner

The Heart Center of Greater Cincinnati at The Christ Hospital Replacement Hospital, Master Site, and Facilities Plan Cincinnati, OH | Principal in Charge

Louisiana State University - Baton Rouge, Master Plan Baton Rouge, LA | Principal in Charge

Medical Center of Louisiana at New Orleans (MCLNO), Master Plan New Orleans, LA | Principal in Charge

The Cleveland Clinic Foundation, Glickman Tower Cleveland, OH | Healthcare Planner

Chalmers P. Wylie Veterans Administration Ambulatory Care Facility, Columbus, OH | Healthcare Planner

Dennis A. Brandon, AICP
Founder Brandon New Horizons, LLC

St. John Providence Park Hospital Novi, MI | Healthcare Planner

McGill University Health Centre, Site Development and Conceptual Plan Montreal, Canada | Principal in Charge

Memorial Hermann Southwest Hospital, Heart Services Operational Study Houston, TX | Principal in Charge

Medical University of South Carolina Ashley River Tower, Clinical Facilities Plan, East Wing Addition, Children's Hospital and Teaching Facility, Vascular Center Site Selection, Programming, Operational Assessment Charleston, SC | Principal in Charge

ProMedica North Region, Strategic Master Plan Adrian & Tecumseh, MI | Principal

University of South Florida Health and Education Center Tampa, FL | Principal in Charge

The Research Institute at Nationwide Children's Hospital, Research Building II Columbus, OH | Healthcare Planner

Children's Mercy Hospitals & Clinics, Research & Clinical Building Kansas City, MO | Healthcare Planner

McKee Medical Center / Banner Health System Facilities Master Plan and Functional and Space Program Loveland, CO | Healthcare Planner

North Colorado Medical Center / Banner Health System Facilities Master Plan and Functional and Space Program Greeley, CO | Healthcare Planner

Tzu Chi Foundation Cancer Center, Master Plan and Programming, Three New Hospitals Taipei, Taiwan | Healthcare Planner

Winship Cancer Institute at Emory University Programming and Operational Assessment Atlanta, GA | Healthcare Planner

H. Lee Moffitt Cancer Center & Research Institute/University of South Florida Growth Strategy Plan, Inpatient Tower, Vincent A. Stabile Research Building and Moffitt Clinic Building, Master Plan Update, Master Plan, Tampa, FL | Healthcare Planner

Dogus Maslak Development/Cleveland Clinic Istanbul, Master Plan, Programming, Operational Assessment, Staff Planning Istanbul, Turkey | Lead Programmer / Strategist

SUNY Syracuse, Health Science Center Campus & Facility Master Plan Syracuse, NY | Healthcare Planner

Nationwide Children's Hospital, Location Feasibility Study, Mid-Term Planning Study, Master Plan Update, Programming / Operational Assessment, East Addition, Master Plan Denver, CO | Strategic Planner

Defiance Hospital / ProMedica Health System Programming & Operational Assessment Defiance, OH | Healthcare Planner

Bay Park Community Hospital / ProMedica Health System Programming & Operational Assessment, Oregon, OH | Healthcare Planner

Woodwinds Health Campus, Replacement Hospital & MOB Woodbury, MN | Healthcare Planner

Memorial Mission Medical Center/St. Joseph's Hospital Strategic Assessment, Master Plan, Operational Assessment Asheville, NC | Healthcare Planner

East Ohio Regional Hospital, Conceptual Design Study Martins Ferry, OH | Principal in Charge

SUNY Upstate Medical University, Master Plan Syracuse, NY | Healthcare Planner

Bromley Hospital Design Competition

Design Competition & Operational Assessment London, London, England | Project Manager

St. Ann's Facility, Master Plan Westerville, OH | Principal in Charge

Great River Medical Center, Replacement Facility Replacement Study & Operational Assessment West Burlington, IA | Principal in Charge / Healthcare Planner

The Maria Fareri Children's Hospital, Trauma Center at Westchester Medical Center Valhalla, NY | Healthcare Planner

Medical College of Ohio Campus, Facilities Assessment, Surgery Functional & Space Program, Surgery Redesign Toledo, OH | Healthcare Planner

The Ohio State University Medical Center, Vision Plan 2010 Columbus, OH | Project Manager

Mount Carmel East Hospital, Master Site Development Plan Columbus, OH | Project Manager

Presbyterian Health System Master Plan Albuquerque, NM | Healthcare Planner

Genesys Regional Medical Center Replacement Facility Grand Blanc, MI | Medical Planner

Celebration Health, Freestanding Facility, Master Plan, and Programming Orlando, FL | Project Manager / Planner

Rainbow Babies and Children's Hospital, Horvitz Tower, Bed Tower Programming & Operational Assessment Cleveland, OH | Healthcare Planner

Oakwood Health System, Master Plan Programming Dearborn, MI | Principal in Charge

Nationwide Children's Hospital, Site and Facilities Master Plan Columbus, OH | Healthcare Planner

Overland Park Regional Medical Center, Master Plan and Rezoning Overland Park, KS | Project Manager

The Toledo Hospital/ Flower Hospital / ProMedica Health System Master Planning, Programming, Operational Assessment, Toledo, OH | Principal in Charge

Koo Foundation Cancer Center, Programming Taipei, Taiwan | Healthcare Planner

Roswell Park Cancer Institute, Site & Facilities Master Plan Phase 1 Major Modernization Buffalo, NY | Project Manager

Kentucky Lions Eye Foundation Research Institute Clinic Expansion / University of Louisville Louisville, KY | Programmer

Dennis A. Brandon, AICP
Founder Brandon New Horizons, LLC

Carolinas Medical Center Pediatric, Hospital Programming Charlotte, NC | Project Manager

Community Hospital South, Precept Plan Indianapolis, IN | Project Manager

Cabell Huntington Hospital, Master Plan and Programming Huntington, WV | Project Manager

Grant Medical Center, Development Plan Columbus, OH | Project Manager

Medical College of Georgia Research Center, Laboratory Programming, Hospital and Clinics Master Plan, Healthcare Consultant for Children's Medical Center, Allied Health Services Nursing Building Planning/ Programming, Ophthalmology Practice Programming Augusta, GA | Principal in Charge

Vermont Academic Medical Center, Master Plan Burlington, VT | Healthcare Planner

Maine Medical Center, Master Plan Portland, ME | Healthcare Planner

Kosair Children's Hospital / Alliant Health System Children's Research Institute Feasibility Study

Louisville, KY | Healthcare Planner

Nassau County Medical Center, Facility Audit Nassau County, NY | Healthcare Planner

Indian River Hospital, Master Plan Central FL | Healthcare Planner

Arkansas Children's Hospital, Board Evaluation Little Rock, AR | Healthcare Planner

Oregon Health Science University, Master Plan Portland, OR | Healthcare Planner

Our Lady of Mercy Medical Center, Workload Projections Bronx, NY | Healthcare Planner

Texas Children's Hospital, Programming Houston, TX | Healthcare Planner

Arabian Medical Services & Facilities Reuse Assessment Hofuf, Kingdom of Saudi Arabia | Healthcare Planner

Camden Healthcare Nursing Home, Feasibility Study Camden, SC | Healthcare Planner

District of Columbia Department of Corrections Treatment Facility Planning / Programming, Washington, D.C. | Healthcare Planner

Alliant Health System Center for Cancer Treatment and Research Predesign Louisville, KY | Healthcare Planner

Sparrow Regional Cancer Center, Planning/Programming Lansing, MI | Principal in Charge

The Mountainside Hospital, Site and Facility Master Plan Montclair, NJ | Project Manager

Bay Medical Center, Master Plan Bay City, MI | Principal in Charge

Richland Memorial Hospital Center for Cancer Treatment and Research Columbia, SC | Healthcare Planner

Richland Memorial Hospital, Neonatal Intensive Care Unit and Newborn Nursery Columbia, SC | Healthcare Planner

Chester County Hospital and Nursing Center, Addition and Renovation Chester, SC | Healthcare Planner

Boston Children's Hospital, The Harvard School of Medicine Technology Plan Boston, MA | Healthcare Planner

Savannah Oncology Center Savannah, GA | Healthcare Planner

Myrtle Beach Oncology Center, Programming and Planning Myrtle Beach, SC | Healthcare Planner

Columbia Arthritis Center Columbia, SC | Healthcare Planner

Richland Memorial Hospital Adult Critical Care Columbia, SC | Healthcare Planner

Red Cross Central South Carolina Chapter Headquarters Columbia, SC | Healthcare Planner

McCormick County Nursing Care Facility McCormick, SC | Healthcare Planner

University of South Carolina Eye Institute Columbia, SC | Healthcare Planner

Shriners Hospital for Crippled Children Greenville Unit Greenville, SC | Healthcare Planner

Integrated Healthcare Systems Chester County Hospital, Facility Evaluation Chester, SC | Healthcare Planner

Wesley Long Community Hospital, Master Plan Greensboro, NC | Healthcare Planner

Upstate Medical University, Campus and Facility Master Plan Syracuse, NY | Healthcare Planner

Kershaw County Memorial Hospital, Master Plan Camden, SC | Healthcare Planner

University of Kentucky Medical Center, Master Plan and Programming Lexington, KY | Project Director

Oakwood Health Services Corporation

Strategic Space Programming, Facility Planning, and Priority Project Programming, Dearborn, MI | Project Manager

Saint Anthony Hospital Same-Day Surgery Columbus, OH | Healthcare Planner

Saint Anthony Hospital, Site Expansion Master Plan Columbus, OH | Healthcare Planner

Markey Cancer Center, Lexington, KY | Healthcare Planner

Hilliard Northwest Medical Center, Ambulatory Care Facility, Shaver Medical Centers Hilliard, OH | Healthcare Planner

MOODY, SEAN X.

From: Miles Conway [redacted]
Sent: Monday, February 24, 2025 5:10 PM
To: MOODY, SEAN X.
Cc: QUINTANA, ERIKA F.
Subject: Re: Capital Improvements Advisory Committee

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.

May I simply reply "YES!" I would love to continue serving in this role - recommending CI projects for adoption by the governing body.

Miles D. Conway
505-455-2853 Cell
Follow | Friend

On Mon, Feb 24, 2025 at 4:04 PM MOODY, SEAN X. <sxmoody@santafenm.gov> wrote:

Hello! I wanted to make sure each of you as a previous committee member is aware that the committee is being resurrected. Your expression of interest in serving would be most welcome.

Public announcement

You may reach out to any of the city's elected officials for sponsorship, or you may apply with no named sponsor. Nine members will be nominated, one by each councilor, one by the mayor.

Any questions please contact me directly; otherwise please transmit email or letter of interest by February 28th through Erika Quintana (copied) in the City Clerk's office.

Any supporting materials can be submitted after that date.

Thank you!

Best regards,

Sean

Sean Moody

Capital Projects Manager

Public Works Department

City of Santa Fe

505.955.6931

Miles D. Conway

[redacted]

WORK EXPERIENCE: 2000 to Present

Executive Officer
Santa Fe Area Home Builders Association
2020-Present

Fundraising, Communications, and Operations Coordinator
New Energy Economy
Santa Fe, NM 2018 - 2020

Communications and Mobilization Coordinator
AFSCME Council 18 - American Federation of State, County and Municipal Employees
2012-2018

CWA-NM Political / Communications Coordinator
Communications Workers of America,
Santa Fe, NM, 2004-2012

Lead Organizer
State Employee Alliance Communications Workers of America Local 7076
Santa Fe, NM, 2003-2004

OTHER WORK EXPERIENCE AND COMMUNITY SERVICE

Santa Fe Habitat for Humanity, Board
Santa Fe, NM 2023-Present

New Mexico Interfaith Housing, Board

Santa Fe, NM 2023-Present
City of Santa Fe Capital Improvements Advisory Committee
Santa Fe, NM 2021-2023

City of Santa Fe Business and Quality of Life Committee
Santa Fe, NM 2015-2017

Fly-Fishing Instructor
Santa Fe, NM 1999-2001

Taught fly fishing and fly tying to a youth group ages 5-15 during AmeriCorps National Service work.

Program Manager
Warehouse 21 Santa Fe Teen Art Center
Santa Fe, NM 2000-2003

Fundraising Committee
Chainbreaker Collective
Santa Fe N.M. 2009-2012

The Alliance for Land and Culture's "Santa Fe Healing Gardens" Prince Park
Santa Fe, NM 2001-2003

Tow Truck Driver
Reliable Towing
Santa Fe 1998

Acequias De Las Joyas Farm Project,
Santa Fe, NM 1996-98

EDUCATION:

2006	Southwest Organizing School, Advanced Steward Training
2004	CWA Stewards Training
2003	AFL-CIO Organizing Institute
1994-1995	Colorado Mountain College
1990-93	Colorado College, Focus: Southwest Studies, Creative writing

References available upon request

Robin Gould

Staff Representative at Communications Workers of America

I was Miles' direct supervisor several years ago. He worked as our office manager, communications director, and political coordinator in CWA Local 7076. At that time I was the President of the Local. Miles was willing to take on any challenge. He left for promotional opportunities, which we could not offer.

U.S. Congresswoman (at time) Debra Haaland

I have had opportunities to work alongside Miles during many campaigns. Although we were not coworkers, I am greatly familiar with his skills, talents, and work ethic. Miles is extremely dependable. His intelligence is obvious, and his creativity has no end. Miles is a joy to work with on any project.

ORALYNN GUERRERORTIZ, PE



EDUCATION

M.S. Civil Engineering – Arizona State University, Tempe, AZ
December 1989. Emphasis: Water Resource Engineering
B.S Geology – University of California, Los Angeles, CA – June 1984

TECHNICAL REGISTRATION

Arizona: Engineering/Civil License No. 26345; Geology License No. 27700
New Mexico: Professional Engineer License No. 12688
Colorado: Professional Engineer License No. 36346

EXPERIENCE

PRESIDENT — 2/00 – Present
Design Enginuity, Santa Fe NM
Prepares civil engineering plans including stream restoration, trails, road, drainage, grading, parking lots, parks, sewer and water plans for subdivisions, commercial, institution and community facility developments of 4 to 1500 lots, 4000 to 100,000 sf. Prepares and processes zoning, subdivision and commercial development permits through local government. Provides land development project management. Local projects include , Santa Fe River Greenway, Santa Fe Community College Main Entrance, Bishop's Lodge Hills, High Summit, La Pradera, Santa Fe New Mexican Production Facility, Romero Park, Hyatt Place Hotel, Family Dollar Store, NM National Guard 400 Meter Track, Rio Grande School expansion, LANL Foundation Headquarters, Elder Grace and Old Las Vegas Highway Sewer Extension, Tierra Contenta Phase 3A.

SUBDIVISION ENGINEER — 3/95 – 2/00
Santa Fe County, Santa Fe NM
Director of the Development Review Division. Prepared technical and field reviews of all new developments within Santa Fe County. Final approval authority of all land divisions and subdivisions in the County. Wrote new regulations and served as an engineering expert to the Board of County Commissioners.

CIVIL ENGINEER — 8/92 – 11/94
Greeley and Hansen, Phoenix AZ
Prepared conceptual design plans for a 200-mgd reclaimed water underground storage and recovery facility including pump stations and conveyance pipeline. In charge of pilot percolation testing, hydrogeology investigations, and acquiring all necessary permits. Developed public participation program and gave numerous presentations. Prepared stormwater pollution prevention plans. Prepared sludge facility design plans for 150-mgd wastewater treatment plant.

CIVIL ENGINEER — 8/89 - 8/92
A-N West, Inc., Phoenix AZ
Prepared groundwater resource evaluations and determined the potential of groundwater development of the San Carlos Indian Reservation and the Cibola Valley Irrigation and Drainage District. Prepared design plans, specifications and reports for wastewater treatment plants . Analyzed drainage conditions and designed flood control structures for sites varying in size from 5 to 4,900 acres. Prepared an environmental impact report for a 4,700-acre multi-use development. Provided land development project management.

ENGINEERING ASSISTANT — 10/85 – 8/86
Construction Inspection & Testing Co., Phoenix AZ
Supervised drilling operations for residential and commercial soil investigations, percolation tests, and soil failure diagnostics. Some lab analysis and report preparation.

STAFF GEOLOGIST — 7/84 – 7/85
Lockwood-Singh and Associates, Los Angeles CA
Geotechnical projects pertaining to slope stability, fault investigations, and seismicity. Responsibilities include geologic field investigations, literature reviews, and preparations of reports.

Community Involvement

Tierra Contenta Board of Directors — 1995- 2009
City of Santa Fe Parks and Open Space Advisory Commissioner — 2008-2015

From: markm mitchellwest.com [redacted]
Sent: Thursday, February 20, 2025 5:43 PM
To: QUINTANA, ERIKA F. <efquintana@santafenm.gov>
Subject: The Capital Improvements Advisory Committee is Seeking Members

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.

TO:

Erika Quintana, Administrative Manager
Office of the City Clerk, Santa Fe, NM

RE:
The City of Santa Fe, NM is seeking community-minded individuals to serve on the Capital Improvements Advisory Committee.
The Committee provides review and comment on city-wide growth projections, on infrastructure improvements needed to accommodate growth, and on impact fees levied on new development. The Committee presents an annual report to the governing body including a progress report and an audit of impact fee revenues, expenditures and fund balances.
Committee membership and activities are prescribed in State and City code.

Qualifications:

- I am not an employee or official of any governmental entity
- I am not a representative of the real estate, development or building industries
- I understand this participation is on a volunteer basis

- My residence is: 14 Tano Road, Santa Fe, New Mexico 87506
- My resume with contact information is attached

Letter of Interest

Dear Erika,

I have been a resident of Santa Fe, New Mexico for about 10 years. I grew up in the Bronx, NY where I attended elementary, middle and high school. I graduated from the Rhode Island School of Design with a degree in Industrial Design. After serving in the US Army, I returned to NYC and started a Madison Avenue Advertising Agency which assisted many Fortune 500 and 100 corporations become more successful in their markets and expand into additional markets (please see my resume). Over that time I

lived in various areas of New York City and then in Hastings on Hudson, a small town about a 30 minute commuter train ride north of NYC. I have a son, Matthew, who also lives in Santa Fe. I recently married a prominent Santa Fe Interior Designer, Annie O'Carroll, who has been a resident of Santa Fe for over 30 years and has assisted many Santa Fe residents live more comfortable lives in beautiful homes.

I have a unique background in working together with individuals, businesses and complex entities to evaluate, communicate and achieve their objectives and growth goals. In addition, I am accustomed to working with and communicating with all levels of people in a wide variety of situations. I would look forward to serving Santa Fe, NM and assisting in the achievement of its goals. My contact information is in my resume.

Thank you for your consideration,

Mark

Mark Mitchell

[redacted]

Business Development, Marketing, Branding and Creative Services Consulting

Capabilities

Strategy

Development of business and creative strategies to gain market share, increase profits, introduce products or services, enter new markets, develop, enhance or reposition brands / products / services, create new divisions and goal setting. Also develop and execute internal communications strategies.

Creativity

Winner of over 30 major awards in marketing, advertising, promotion, design and film / video (awards list below).

Expert in the development of strong, desirable brands and successful, effective marketing, business and communications programs and tools that provide a clear edge over the competition.

Ability to provide expert creative and implementation services in virtually all media and technologies.

Out of the box solutions.

Marketing

Marketing and business development expertise with broad, multi-industry experience from start-ups to the Fortune 100.

Ability to quick-study industries, markets and technologies and move programs up-to-speed and productive in a minimum of time.

Development of marketing and communications programs with the objective of creating customers that connect with products or services both logically and emotionally... customers who are active buyers, who recommend products or services and form long-term relationships with the brand.

Brand Development and Management

Development of strong, desirable brands and brand strategies.

Logo design development and corporate identity implementation programs including internal communications, market roll-out and long term image maintenance.

Analysis of existing brands, brand repositioning strategies and programs.

Executive Coaching

Highly experienced entrepreneur, senior executive and management coach

- Break through business barriers and levels
- Development of broader, more effective management skills
- Team building
- Better work-life balance
- Start-ups

Awards

Advertising Club of NY - 2 ANDY Awards

Art Directors Club of NY - 3 AWARDS of MERIT
THE ONE SHOW - GOLD Award

Business and Professional
Advertising Association - ACE Award, 3 BEST TELLER Awards

Direct Marketing Association - CERTIFICATE of MERIT

Art Direction Magazine - 3 CERTIFICATES of DISTINCTION

CINE / U.S. Government - GOLDEN EAGLE AWARD for FILM

International Film Festival of NY - 2 GOLD AWARDS, 5 SILVER AWARDS

Communication Arts Magazine - 3 AWARDS of EXCELLENCE

American Advertising Federation - BEST OF NEW YORK
Citation of Excellence

Progressive Architecture Magazine - Annual Advertising Award

Advertising Club of Westchester - 4 BIG W Awards

Education

Rhode Island School of Design - BFA / Industrial Design

Certified Co-Active Business Coach

Over 500 hours of Personal Development courses and training

Experience

MILLENNIUM COMMUNICATIONS, INC.

Co-owner, president and creative director of an Advertising, Direct Marketing and Sales Promotion Agency with Fortune 100 and 500 clients located on Madison Avenue, NYC.

Responsibilities included: Overall management and development of creative and business services, new business development and client relationships.

Developed and directed strategic planning, competitive market position, market development, marketing / creative and communications strategies, branding programs, advertising, promotion, direct marketing and trade show programs for major corporations including:

American Airlines, American Express, Art in America Magazine, AT&T, Badishe Corp, CBS Radio, Chevron, Citicorp,, Cunard, DuPont, Earth Shoes, Forbes Magazine, Hertz Corporation, Interior Design Magazine, Malden Mills, MasterCard International, Oxford Health Plans, Scitex, Smithsonian Magazine, Westpoint Pepperel.

Millennium Communications, Inc. was acquired by The Moorgate Group, an international marketing company, based in London.

UNITED STATES LEAD TESTING / PRO-TECT FRANCHISING

As President, developed nationwide franchise in response to the opportunity created by new lead paint disclosure laws affecting 78% of all U.S. housing.

- Sourced and negotiated contract for the exclusive use of the markets most advanced portable lead testing equipment.
- Supervised legal team that secured franchise approval.
- Developed image and branding for the franchise sales division including all signage, promotional materials and marketing programs.
- Participated in the sale of 62 franchise units in the first year.
- Negotiated nationwide contracts with Century 21, ERA and Coldwell Banker real estate sales companies and national / regional home inspection companies as exclusive provider of lead testing services.
- Leader in sale negotiations of the parent company and franchise division to a holding company.

MITCHELLWEST - President / Owner

Business Development, Marketing, Branding, and Creative Services Consulting

MitchellWest serves start-ups, mid-size to large businesses in a wide range of product /service categories and markets. Services include business development strategies, all phases of marketing, branding, communications, a wide range of creative projects and executive coaching.

Clients:

EZKR Certified Public Accountants - Corporate, Non-Profit and Personal Accounting Services - Westchester, NY

Farragut Square - Premier Medical Industry Investment Consulting Services NYC / Washington, DC

Keevily Spero Whitelaw - Nationwide Insurance Sales and Services - Westchester, NY

Phibro Animal Health Corp - Feed and Medicinal feed additives for Poultry, Beef cattle, Dairy cattle, Swine to a broad range of nutritional specialty products worldwide (was Pfizer Animal Feed Division) - New Jersey

Planet Data - Nationwide eDiscovery Services for the Legal Industry, Corporations and Government - Westchester, NY

Rakow Commercial Real Estate - Commercial Leasing and Sales - Westchester, NY

Thalle Industries - Asphalt and Aggregate provider to NYC, Long Island, Westchester, NY and the Hudson Valley

Westchester Business Council - Consultant / Westchester, NY's largest Business Membership Organization

Westchester Medical Pavilion - Medical Offices Complex - Westchester, NY

Santa Fe Business Incubator - Santa Fe, New Mexico (Consulting)

Mark Mitchell

Business Development, Marketing, Branding and Creative Services Consulting

[redacted]

End

February 26, 2025

Erika Quintana
Administrative Manager
Office of the City Clerk
200 Lincoln Avenue
Santa Fe, NM 87501

Dear Members of the Capital Improvements Advisory Committee,

I am writing to express my interest in serving as a member of the Capital Improvements Advisory Committee for the City of Santa Fe. As the owner of Santa Fe Permits, LLC, a land use company based in Santa Fe, I am deeply invested in the growth and development of our community. I believe my background and commitment to responsible development will allow me to contribute positively to the discussions and decisions related to the city's infrastructure needs and growth.

I have lived in Santa Fe County for several years and have a thorough understanding of the city's infrastructure needs and growth patterns. My experience in land use and development provides me with the knowledge to help address the challenges associated with city-wide growth projections and impact fees. As a member of this committee, I would be able to offer practical insights into the building industry's needs while ensuring that infrastructure improvements align with the city's long-term goals.

I am excited about the opportunity to assist in reviewing and commenting on the infrastructure required to accommodate growth and to provide oversight on impact fees for new development. I fully understand the responsibilities of the committee, including the preparation of the annual report and the audit of impact fee revenues and expenditures.

I meet the qualifications outlined in the City and State codes, specifically as a representative of the building industry. I would be honored to bring my experience and perspective to this important work and help guide the future growth of Santa Fe in a way that benefits the entire community.

Thank you for considering my application. I look forward to the opportunity to contribute to the development and success of Santa Fe.

Sincerely,

Jennifer Salimbene

[redacted]

Jennifer Salimbene
[redacted]

Professional Summary

Dynamic and results-driven Executive with extensive experience in Client Relations and Project Management. As an owner and leader, I am highly organized, a fast learner, and a strategic thinker with exceptional communication and problem-solving skills. I possess a strong track record of proactive leadership and have successfully managed multiple projects and cross-functional teams to achieve business objectives. Recognized for effectively handling complex challenges, fostering positive stakeholder relationships, and delivering results. My entrepreneurial mindset and ability to adapt to evolving business environments ensure growth and innovation in every aspect of my work.

Education

Bachelor's Degree
Sam Houston State University, Huntsville, TX
Universidad Iberoamericana, Ciudad de México

Key Skills

- **Client Relations | Project Management**
- **Proven Proactive Leadership**
- **Strategic Planning & Business Development**
- **Stakeholder Management** – Served as a liaison between vendors, financial institutions, customers, employees, and local businesses.
- **Crisis Management & Problem Solving –** Recognized for successfully managing difficult situations and navigating complex challenges.
- **Operational Oversight** – Managed multiple departments and played diverse roles to ensure smooth operations and team coordination.
- **Data & Office Management –** Skilled in maintaining operational data, managing confidential information, and streamlining office processes for efficiency.

Technical Skills

- **iMac, Microsoft Windows, Adobe**
- **Web Design | Social Media | Google Suite**
- **Artificial Intelligence (AI)** – Familiar with AI tools for project management, data analysis, automation, and customer relationship management. Proficient in utilizing AI-driven software to streamline operations, enhance client engagement, and inform strategic decisions.

Work History

Principal
Santa Fe Permits, LLC — Santa Fe, NM
2021 – Present

- Owner and Principal of Santa Fe Permits, LLC, a leading land use consulting firm in Santa Fe.
- Specialize in comprehensive land use consulting, permitting, and project management services for developers, landowners, and government agencies.
- Collaborate with local government officials, developers, and other stakeholders to ensure smooth permitting processes and compliance with zoning laws.
- Provide expert guidance on land use applications, community planning, and zoning regulations.
- Representation, proposals, feasibility analysis and due diligence

Executive Assistant
Santa Fe Kia — Santa Fe, NM
2017 – 2019

- Acted as a liaison between management and staff, providing project oversight, financial management, and customer service.
- Coordinated marketing campaigns, promotions, events, and handled day-to-day administrative support duties.
- Managed and streamlined internal communications and tasks using digital tools and AI-based management systems.

Partner, Brand Executive
House-Keeping! — Dallas, TX
2013 – 2017

- Developed and managed the brand, including website design, marketing strategies, and overall business operations for a home cleaning and errand service.
- Created customized service packages tailored to client needs across North Texas, leading to business growth and client satisfaction.

Client Relations Director
Boardwalk Auto Group — Plano, TX
2010 – 2011

- Managed confidential client data and business meetings, improving internal processes and communication.
- Coordinated and promoted marketing events to enhance customer satisfaction and business exposure.

HR Business Partner
Hewlett-Packard — Plano, TX
2007 – 2010

- Managed HR compliance for national accounts and implemented cost-reducing filing systems.
- Assisted in relocation services for over 2,000 employees per year, ensuring smooth transitions and high satisfaction.
- Provided comprehensive relocation services, including home search, settling-in assistance, and international moves.
- Ensured smooth transitions for employees and their families, providing ongoing support throughout the relocation process.

Senior Client Director
A.P. Moller – Maersk Group — The Woodlands, TX
2004 – 2007

- Coordinated logistics management, ensuring customer satisfaction and timely delivery of products.
- Developed strategies that increased customer service levels, leading to client retention and business expansion.
- Appointed to the Safmarine Liberty Maritime Board to support U.S. food aid initiatives for African nations.

Additional Information

- **Languages:** English (Fluent), Spanish (Intermediate)
- **Professional Affiliations:** Zeta Tau Alpha Alumni

Robert C. Schaevitz

[redacted]

[redacted]

February 19, 2024

Erika Quintana, Administrative Manager
Office of the City Clerk
efquintana@santafenm.gov

Re: City of Santa Fe Seeks Capital Improvements Advisory Committee Members

Dear Ms. Quintana:

In response to an email that I received from the City of Santa Fe, I am writing here to express my interest in being considered for membership in the City of Santa Fe Capital Improvements Advisory Committee. I am now retired after having spent 43 years in the consulting engineering industry with leadership roles in infrastructure planning, capital programming, project finance, and economic analysis. My formal education includes an M.A. in Economics from the University of Pennsylvania, which I later expanded to include skills and experience with public finance, project finance, capital programming, forecasting, decision facilitation, and policy analysis.

My experience includes more than 200 consulting engagements in more than 30 states and three foreign countries, most on behalf of local, state, and national government agencies (and a few private developers). As you will see from my resume (attached), this experience covers all of the functions listed in your email, including review and comment on (a) city-wide growth projections, (b) infrastructure improvements needed to accommodate growth, and (c) impact fees levied on new development, as well as monitoring and evaluating implementation of the CIP, and filing annual reports on the progress of the CIP.

I live in the City of Santa Fe and, to the best of my knowledge, have no relationships or commitments which would give rise to an actual or perceived conflict of interest. More explicitly, I have no connections with and do not represent the real estate, development or building industries. Except for moderate travel, I have no commitments which would hinder my ability to participate in and contribute to the Advisory Committee's work.

Please contact me if you have any questions further direction for me. I look forward to hearing from you.

Yours sincerely,

[signed/RCS]

Robert C. Schaevitz

Robert C. Schaevitz

Public Infrastructure: Management, Finance, Planning, Implementation, and Policy

Contact Information

[redacted]

Employment Status

Retired

Areas of Expertise

Project Management	Planning
Finance	Impact Analysis
Feasibility Analysis	Institutional Studies
Implementation Services	Policy Analysis

Experience

Bender Rosenthal, Inc.	Vice President and Chief Financial Officer	6 Years
URS Corporation	Vice President and Principal Project Manager	10 Years
Decision Economics, Inc.	Founder and Principal	11 Years
Parsons Brinckerhoff, Inc.	Vice President and Chief Economist	13 Years
Self-Employed	Economic Analyst	3 Years

Education

M.A., Regional Science (Economics), University of Pennsylvania, 1975.
B.A., Urban Studies and Architecture, University of Pennsylvania, 1974.

Overview

Robert Schaevitz brings 43 years of accomplishment in the development and implementation of transportation, infrastructure, and related projects. He has an in-depth background in planning, economics, feasibility analysis, and project finance, as well as in institutional and environmental policy analysis. Mr. Schaevitz has successfully completed over 200 engagements for public and private clients throughout the United States and abroad. He has been a frequent contributor to regional and national forums on transportation and planning and has been cited on several occasions in the national media.

Now retired, Bob and his wife Vicki have lived in Santa Fe since 2021. Since that time, they have been active participants in and donors to various non-profit organizations, particularly those involving music performance and teaching. (Vicki is a long-time music teacher and professional flutist.) Life in Santa Fe has been truly rewarding, and we are constantly urging our friends to consider relocating here. The attractiveness of Santa Fe brings any number of planning and operating challenges, not least of which is capital improvements planning, funding, and delivery.

Following are short summaries of *relevant* project experience, accumulated during over 40 years of professional practice.

Project-Specific Experience

Project Manager, California High-Speed Rail Project, Fresno-Palmdale Region. Manager of $100 million URS joint venture contract to provide planning, environmental, engineering and public outreach services leading to certified environmental document and 30% engineering.

Acting Executive Director, California Joint Powers Agency. Engaged by the Elk Grove – Rancho Cordova – El Dorado Connector JPA to operate as an interim executive director while the newly-formed agency recruited a permanent employee to fill that position. Responsibilities included establishing administrative and financial procedures, overseeing the recruitment effort, and continuing planning efforts begun earlier.

Construction Cost Escalation Model. For California Dot (Caltrans), designed and implemented construction cost escalation forecasting model. Elements included labor, materials, energy, overhead, and profit, all driven by market prices (inputs) and competitive environment.

Strategic Plan for Local Transportation Capital Program (San Mateo County Transportation Authority, CA). Project Manager for services including formulation of project/program prioritization process, review of cost and revenue estimates, and development of a financial model to facilitate project prioritization and scheduling.

Comprehensive transportation funding/programming agency for Denver, CO. Policy analyst for the Governor's Office and the Denver Chamber of Commerce, assisted in the region, including the application of toll revenues for the beltway corridor.

Transit Agency Strategic Financial Plan, Lancaster, CA. Project Manager to develop a financial planning model and prepared a 10-year plan to address future cash flow and funding requirements for this growing transit provider. Elements included capital replacement needs, expected revenue from regional sources, and local funding requirements.

Funding Alternatives Analysis and Strategic Funding Plan, Denver, CO. For Colorado DOT and Denver RTD, managed development of funding options for US-36 corridor, including evaluation and selection of preferred approaches and formulation of a strategic funding plan. Effort included extensive interaction with local officials and policymakers.

Feasibility Study of Proposed Highway/Tunnel Link, LA County, CA. Project Manager for work including development of study alignment between the cities of Palmdale and Glendale, tunnel and roadway designs, cost estimates, and traffic and revenue study to determine portion of project cost that could be funded through tolls.

Transportation Program Management, Yosemite National Park, CA. Provided hands-on project and program management services to assist YNP staff with development, design, and implementation of a wide variety of transportation projects in the Park, including coordination of construction activities for multiple projects underway simultaneously.

Construction Economic Impact Analysis. For the National Park Service, prepared analysis of benefits of major construction activity in Yosemite National Park. Local and regional benefits including business sales, employment, and personal income were quantified.

Assessment of proposed city roadway impact fee, Elk Grove, CA. For a private developer., prepared an analysis of a recently enacted roadway impact fee program. Issues addressed included sufficiency of the "nexus" analysis, appropriateness of geographical coverage, and use of subareas or districts to better match fees with traffic impacts.

Municipal Government Fiscal Impact Model. For Henderson, NV, managed development of a cost and revenue impact model to address alternative land development (growth) policies. Model elements included all major city revenue funds and operating departments.

Annual Transportation Program Financial Report, City of Glendale, AZ. Manager for preparation of annual report for ongoing transportation improvement program funded with a dedicated sales tax. The program includes both roadway and transit investment projects and services.

Aviation Fund Revenue Forecasting Model. For the Arizona DOT, developed a dynamically-linked revenue forecasting and cash flow model. Challenges associated with unusual revenue sources such as valuation of commercial air fleets while in Arizona airspace were overcome.

Economic Development Benefits of Highway Relocation, West Sacramento, CA. Project Manager for calculated potential benefits and costs of two proposed relocation alignments for existing state highway. Considerations included redevelopment potential and job growth.

Benefit/Cost Assessment of Proposed Light Rail System, Cincinnati, OH. For a blue-ribbon project review panel, prepared a long-term assessment potential economic and financial impacts of multi-corridor system. Proposed corridors were prioritized as a result.

Economic Development Effects of Investment in Highways. For the FHWA, oversaw the analysis of two corridors in California located in high unemployment, low-income areas. Objectives included delivery of case study findings for policy analysis at the federal level, and development of analytical tools and findings to assist local officials.

Updated Comprehensive Transportation Plan for San Bernardino County, CA (SANBAG). Project Manager for financial and management support services, including development of financially-constrained plan alternatives, supervision of transportation analysis, and preparation of technical papers and supporting documentation.

Financial advisor to Placer County (CA) Dept of Public Works. Conducted a review of revenue sources and Department financial reporting in order to clarify sources of funding for each class of work and to identify potential shortfalls.

Financial Forecast and Assessment, East Contra Costa Regional Fee and Financing Authority, CA. Prepared development impact fee forecast and assessment of the Agency's financial ability to undertake a loan from the state of California pursuant to Assembly Bill 1012, a prerequisite to receiving loan approval from the California Transportation Commission.

Fee-Funded Transportation Program, Placer County, CA. Prepared project alternatives, costs, and funding requirements for roadway and transit improvements. Program was successfully implemented in near-record time (under two years).

Budget Forecasting Model for Arizona DOT. Model provided the ability to track project and program spend out profiles over time, and to permit adjustments to annual capital improvement program updates to match anticipated cash availability.

Advisor to Government of Poland for Award of Build-Operate-Transfer (BOT) Toll Road Concession, Poznań, Poland. Project Manager for services including review and analysis of concessionaire's financial plan, negotiation of contract profit and liability provisions, and presentation of findings to senior government officials.

Long Beach-Los Angeles Rail Transit Project, CA. Deputy Project Director, including overall supervision of environmental studies and evaluation of alternatives. Responsible for drafting of the preferred alternative report reporting the technical evaluation of alternatives.

Funding analysis for water ferry operations. For Bay Area Water Transit Authority, prepared assessment of potential revenue from local development and land use-driven funding mechanisms in the Richmond, CA area, including impact fees and special assessments.

Revenue forecasting model peer review, City of Santa Rosa, CA. Prepared a review and supplementary analysis of a revenue forecasting model for Long-Range Wastewater Project. Activities included development of a separate revenue test model, as well as an analysis of fiscal impact and other policy variables.

Revenue Forecast for Stanislaus Association of Governments Capital Program (California). Prepared a 20-year revenue forecast for a proposed countywide sales tax for transportation funding purposes. Part of an to develop a preliminary transportation expenditure plan, the work also included an assessment of "leveraging" potential from the sales tax.

Analysis of funding alternatives, Phoenix, AZ. For a special task force established by the Governor of Arizona, recommended transportation funding options to support air quality improvement in Phoenix. Worked with the Regional Public Transportation Authority and the Arizona DOT to evaluate alternative funding mechanisms and recommend a proposed funding program to the task force.

Impact fee (AB 1600) documentation for City of Oakdale, CA. Required by state law, analysis included documentation of future growth, development of facility needs, estimation of costs, and allocation of costs to new development in a fair and consistent manner.

Long-range arterial streets funding plan, Maricopa County, AZ. Project Manager for development of a program included survey of local governments to obtain historical data, development of plan cost estimate, and formulation of a "reasonably available" revenue forecast sufficient to fully fund the 20-year plan.

Expert panel for economic and revenue forecasting for the Arizona DOT. Part of risk analysis process ("RAP") used to prepare an expert consensus forecast for probabilities for vital sales tax and fuel tax revenue streams. Forecasts used in support of Department's debt financing program.

Socioeconomic Impact Studies (NEPA/CEQA) for expansion of Sacramento International Airport, CA. Project Manager for studies addressing economic impact, land use, and secondary (induced) growth impacts.

Funding options analysis for long-range transportation plan, Maricopa County, AZ. Project Manager for review of alternative funding mechanisms including sales tax, fuel tax, vehicle taxes, congestion pricing, pollution pricing, and property tax. Also included was an analysis of the environmental benefits of VMT- or emissions-based taxation.

Economic and land use consultant to the Florida DOT for SR-836 Corridor, Dade County, FL. Scope included analysis of development potential, formulation of station area absorption forecasts, and recommendations for coordinated land use/transportation polices.

Policy analysis and management consulting for City of Sacramento, CA. For departments of Planning and Public Works, provided services in a variety of contexts, including development of new staff positions, development of study work programs, and other similar tasks.

Feasibility Analysis Peer Review for Toll Expressway, Bangkok, Thailand. Consultant to private design/build consortium. Addressed classic issues of development economics in calculating a social rate of return on resources invested in the project.

Countywide Strategic Transportation Plan, Riverside County, CA. Project comprised of three subarea studies, each resulting in strategic phasing plans and funding strategies. The full range of development options was evaluated prior to making final recommendations.

Impact fee (AB 1600) documentation for City of Riverbank, CA. Required by state law, analysis included documentation of future growth, development of facility needs, estimation of costs, and allocation of costs to new development in a fair and consistent manner.

Study of railroad relocation options in West Sacramento, CA. Project to relocate trackage to permit new development and mitigate neighborhood impacts. Funding recommendations included mix of impact fees and other public and private sources, with an emphasis on local government and redevelopment participants.

Residential Development Potential Around Transit Stations. Co-investigator for study for UC Berkeley and CA Air Resources Board, including analysis of 16 case studies of higher-density residential development located near rail transit stations in CA and other out-of-state locations. Questions studied included factors determining development location and propensity of residents to use transit.

Colorado Highway 119 Corridor Study, Boulder, CO. Project Manager for Colorado DOT study including land use forecasting, travel demand modeling, transportation facilities needs analysis, definition of improvement facilities, and phasing/funding analysis.

Public facilities element and strategic financing plan for City of Oakdale, CA. Fast-track analysis tied to update of city's general plan included definition of public service requirements, allocation of costs to beneficiary groups, and definition of capital program financing options.

Strategic Plan for Transportation Improvements ("Measure K"), San Joaquin County, CA. Deputy manager for effort which included formulation of appropriate evaluation methodology and integration of transport needs with funding realities.

Assessment of transportation funding issues and opportunities, Sacramento, CA. For the Sacramento Area Council of Governments (SACOG), services included a revenue source survey of Sacramento area governments, review and comment on public opinion surveys, and investigation of new regional transportation impact fees.

Demographic Forecasting and Infrastructure Finance Services for Update of General Plan, Nevada County, CA. Special issues included assessment of fiscal impact of various land use alternatives.

Study of railroad relocation options in West Sacramento, CA. Project to relocate trackage to permit new development and mitigate neighborhood impacts. Funding recommendations included mix of impact fees and other public and private sources, with an emphasis on local government and redevelopment participants.

Policy analysis for regional transit funding program, Minneapolis-St. Paul MN. Assisted Regional Transit Board on funding options and participated in program development as part of a panel of experts.

Expert panel on freeway program finance, Phoenix, AZ. For Arizona DOT, helped address funding shortfalls affecting the freeway program. Assisted in development of land-based approaches to revenue generation and project finance.

Financial control system for the Foothill Corridor Phasing Program (FCPP), Orange County, CA. Responsible for designing system to monitor fund flows from impact fees and Mello Roos Community Facilities Districts.

Study of economic benefits and opportunities for proposed rail transit project in Salt Lake City, UT. Sponsored by the Utah Transit Authority, responsibilities included definition of specific economic and land use benefits as well as identification of potential mechanisms for benefit sharing.

Transportation Master Facilities Plan, East Loveland, CO. Principal-in-charge for project including phasing plan, costs estimates, cash flows, funding alternatives study, and all other work preparatory to creating a special financing district for this rapidly developing industrial area.

E-470 Roadway Project Implementation, Denver, CO. Deputy Project Director for Planning and Finance. Supervised preparation of revenue source plan for a $700 million bond issue to construct this 50-mile tollway. Services provided included detailed land use forecasts, toll revenue forecasts, and extensive pro forma modeling.

Uptown Area Special Assessment District, Albuquerque, NM. Directed the development of an entirely new areawide assessment formula for use with regional transportation projects. Assessment was based on development potential, not current use.

Life cycle cost analysis for the PATH Rail System, NY and NJ. Chief financial analyst for vehicle procurement and overhaul options evaluated for greatest long-term financial efficiency. Consistent results under a number of scenarios and sensitivity tests led to selection of the purchase option.

Draft EIS for Widening/Re-alignment of I-85, Spartanburg, SC. Manager of socioeconomic studies including impacts to the urbanizing area included land use, displacement, and employment. Extensive public involvement was utilized.

Comprehensive transportation financing study in Orange County, CA. Consulting Economist responsible for developing a comprehensive program of taxes and fees to locally fund over $13 billion in improvements. Final report was first document to suggest use of toll financing for the toll highway corridors now under development.

February 27, 2025

Erika Quintana
Administrative Manager
Office of the City Clerk
Santa Fe, NM

Re: Capital Improvements Advisory Committee application

Dear Ms. Quintana:

I am applying to serve on Capital Improvements Advisory Council and submit this letter and attached resume in support of my application.

I have lived in Santa Fe for a total of 8 years (2008-2011; 2019-present). My husband and I own our home and also have a local rental property. While in Santa Fe, I have worked as a mediator in civil litigation in a variety of areas. More recently I have been involved in the arts community as both a board member of the Santa Fe Studio Arts Collective (annual Santa Fe Studio Tour) and as a gallery owner (DBS Fine Arts on Canyon).

I believe Santa Fe is a unique and fantastic growing city. Part of responding to growth is managing infrastructure/capital improvements. This Committee is charged with assisting the City by presenting an annual report on impact fees, expenditures and fund balances, and its activity must be conducted in accordance with state and local law. In my work as a lawyer in California, I was involved with transit impact development fees in San Francisco. Consequently, I have an familiarity with capital improvements and impact fees on a local level. I also have experience in the financial services industry managing portfolios.

I believe my experiences as a lawyer, financial services consultant, property owner and business owner make me a good candidate for this Committee. I am a hard worker who loves Santa Fe, and I am team oriented and community minded.

Sincerely,

Debra Self

[redacted]

Debra B. Self

[redacted]

ART AND ARTS NON-PROFIT EXPERIENCE

Business
Owner - DBS Fine Art, 821 Canyon #5
Organizations
Board member - Santa Fe Studio Arts Collective (Santa Fe Studio Tour) 2023-Present
Board member - Art of Ink International
Board member North American branch - International Chinese Calligraphic Art & Chinese Ink Painting Society
Member - Ja Yu Kuan chapter of the American Artists of Chinese Brush Painting

Past President Board of Directors - Marin Society of Artists 2015-2017
Board Member Marin Arts Council - (organization now defunct) 1998-2000

LEGAL AND BUSINESS EXPERIENCE

Inactive member California Bar - #99834

Self Mediation 2004-2020
Private mediator for civil litigation.
Mediated over 400 cases.
Arbitrator
FINRA (Financial Industry Regulatory Authority) Board of Arbitrators.

Smith Barney (now Citigroup), Pasadena CA; San Francisco CA; Southfield MI 1997-2003
Financial Consultant
Equities and fixed income portfolio management, financial and retirement planning and associated financial services to retail clients

Ford Motor Company, Dearborn MI 1995-1997
Manager, External Affairs, Financial Services Group
Senior Attorney
Regulatory and litigation counsel; business manager and strategic planning

General Electric Appliances, Louisville, KY 1991-1995
Senior Counsel, Litigation and Preventive Law
Commercial, warranty and product liability litigation; led preventive law and regulatory compliance in product safety

Pillsbury Winthrop Shaw Pittman (formerly Pillsbury Madison & Sutro) 1981-1991
Associate and Partner
General commercial litigation, civil and criminal investigatory and regulatory work.

Teaching Experience

Santa Fe Community College, Santa Fe, NM 2012
Art Law

Cal State Long Beach, Long Beach, CA 2009
Hospitality Law

Cal Poly Pomona, Pomona, CA 2008
Hospitality Law

Xi'an Bodi School, Xi'an, China 2004
American Culture

Dalian University of Technology, Dalian, China 2001
Sociology

EDUCATION

2021 Masters in Eastern Classics St. John's College, Santa Fe
1981 LL.M. University of California Berkeley Law (formerly Boalt Hall School of Law)
1980 J.D. University of Cincinnati College of Law
1974 B.S. Purdue University (Chemistry)

Erika Quintana
Administrative Manager
Office of the City Clerk
efquintana@santafenm.gov

Date: February 19, 2025

Dear Ms. Quintana,

Subject: Letter of Interest for Membership on the Capital Improvements Advisory Committee

I am writing to express my interest in serving on the Capital Improvements Advisory Committee. With my extensive background in healthcare leadership and education, and as the current Director of Rehabilitation Services at an Acute Care Trauma Facility, I am eager to contribute to the committee's objectives of overseeing growth projections, infrastructure improvements, and impact fee audits within the city.

Although I am not directly from the real estate, development, or building industries, my career in healthcare management has endowed me with a robust understanding of infrastructure development, particularly in terms of facility expansion and modernization to support service enhancements. This experience aligns with the committee's mandate to assess and support city-wide infrastructure improvements.

I am particularly interested in how strategic infrastructure development can facilitate community health and wellness and senior care, an area where I can offer significant insights. I believe my perspective as a healthcare professional will add a unique and valuable dimension to the committee's discussions and decisions.

Please find attached my resume, which provides further details about my professional journey. I am a resident of Santa Fe and have been for 17 years.

I look forward to the possibility of contributing to the committee and am available for further discussion at your convenience. Thank you for considering my application.

Warm regards,

Dr. Russell Stowers, EdD, FACHE
[redacted]

DR. **RUSSELL B. STOWERS**, PTA, MS, MHA, Ed.D., BCHE, FACHE
[redacted]

QUALIFICATIONS

Board certified healthcare leader with 35 years of experience and a proven record of performance with patient and employee satisfaction. Skilled in creating teams that excel in quality care and efficiency. Recognized for high integrity and commitment to achieving quality and excellence.

EMPLOYMENT

CHRISTUS St. Vincent Regional Medical Center — November 2011 to Current
Director
Rehabilitation Services
Administration of all aspects of acute rehab program, program development and ongoing strategic planning and continuous process improvement, CARF accreditation process leader for 3 accreditation cycles, Budget preparation and maintenance, Ongoing compliance with local, state and federal guidelines, Staffing for nursing and therapy services for Acute and Inpatient Rehab.
Significant Accomplishments:

- Increased Associate Satisfaction for therapy dept. from 68 FY12 to 89 FY15.
- Increased Patient Satisfaction top box score from 64 FY13 to 72 FY16. Department has received award for highest inpatient patient satisfaction score 5 time in last 6 years.
- Managed/supervised major renovation for rehab department.
- CARF accreditation – coordinated and prepared materials for survey and ongoing accreditation for re-certification in FY13, FY15, FY19, FY21, FY24. Have received highest level of accreditation each cycle.
- Chair of Fall Prevention committee for hospital. Decreased Injuries related to falls by 66% in FY24. Chair for Fall Prevention committee 2011 to current.
- Rehab Department received organizations first Faith in Action Awards for community DME loaner program and accessibility for patients.

Pima Medical Institute — August 2013 to Current
Instructor (online)
Teaching responsibilities:
Bachelor Level Courses:
Healthcare Management
Quality Management
Introduction to Public Health
Medical Terminology
Introduction to Evidenced Based Practice
Masters Level courses:
Strategic Management of Patient Centered Healthcare Networks.

CHRISTUS St. Vincent Regional Medical Center — January 2008 to October 2011
Clinical Manager
Rehabilitation Services
Program development, CARF accreditation, Budget, Staffing. Chairperson for Leadership development for Hospitals leadership team.

Del Mar College October 1997 to December 2007
Director Physical Therapist Assistant Program
Associate Professor (Tenured)
Administration, program development and implementation of program, teaching physical therapy subjects, accreditation process, budget/curriculum development and maintenance.

Home Health International October 1996 to October 1997
Area Manager
Manage 16 county area with PT/OT/ST contracts with Home Health Agencies,
Hiring and supervision of PT, OT, ST personnel, managing budget, recruitment, marketing, in-services.

Rebound Sports and Physical Therapy October 1996 to October 1997
Industrial Rehab Consultant
Marketing Services, In-services to Industrial Sites, Job Analysis, ADA Compliant Job Descriptions

EDUCATION

University of New Mexico
May 2016
MHA, Healthcare Administration
2015-2016 UNM MHA Student of the Year Award

Texas A&M University
Ed.D. – Degree-Educational/Organizational Leadership
May 2008
Dissertation Title: **Case Study Approach to Physical Therapy Professional Development – Funded by the Federation of State Boards of Physical Therapy**

Texas A&M University
MS, Occupational Training and Development
December 1999
Educational Technology

Abilene Christian University
August 1992- December 1994
BS, Community Health

Amarillo College
August 1988- August 1990
AAS, Physical Therapist Asst.

Texas Tech University,
August 1987 - May 1988
Music Education

Cisco College
September 1991- May 1992
General Education

PROFESSIONAL ORGANIZATIONS

- New Mexico Healthcare Executives, President/Board of Directors 2015-2016, BOD 2016 -2020 Chapter received 2016 Chapter Excellence Award from ACHE (Only

Chapter in US out of 80 Chapters to receive this award)

- American College Healthcare Executives, selected for Executive Training program and received scholarship from Toshiba Medical Corp. Completed 6-month training program.
- American Physical Therapy Association member since 1989.
- New Mexico Physical Therapy Association, Elected PTA Delegate to APTA 2020-2022

Professional Affiliations (Past and Present)

- *APTA -Academy of Leadership and Innovation School of Management* Committee: Assisted with framework and training for Therapy Executive Certification. Feb 2020 to Current – Appointed Chair for the LAMP School of Management 2022 to Current
- *On-site accreditation reviewer* - Commission on Accreditation of Physical Therapy Education 1999 to current
- *Commissioner* – Commission on Accreditation of Physical Therapy Education/American Physical Therapy Association 2010-2014, 2020-2023
- *National Assembly Board of Directors* – American Physical Therapy Association 2003 -2006
- *Trustee,* Texas Physical Therapy Foundation
- *Board of Directors*, Texas Physical Therapy Association 2003-2007
- *Peer Reviewer* for Journal of Allied Health

Publications

- Contributing Author – Behrens, B. *Physical Agents Theory and Practice*, 2nd Ed,
- Contributing Author – Sanders, B; Bandy, B, *Therapeutic Exercise for the PTA*, 2006
- Stowers, R., *Advance Proficiency*, PT Magazine, February 2006
- Stowers, R. B., Jensen, C. W. *Reflections on Professional Development for the Physical Therapist Assistant: A Personal Story*. Hand Prints, Section on Hand Rehabilitation, April 2006

Awards

- Outstanding Service Award – American College of Healthcare Executives 2018
- University of New Mexico MHA Student of the Year 2015-2016
- Outstanding PTA Award – American Physical Therapy Association – 2014
- Command Sergeant Major of the Texas Army National Guard Award for Outstanding Commitment and Service at Operation Lone Star 2007 (Service to 10,000 residents for free medical care)
- National Institute for Staff and Organizational Development – Teaching and Leadership Excellence Award 2005
- Advisor of the Year – Del Mar College 2005
- Joy Davenport Award from Texas Physical Therapy Association for Outstanding Service and Commitment to Physical Therapy 2003
- Cold War Medal – New Mexico State Guard - 2014

- National Defense Medal- Desert Storm/Desert Shield- 1990
- Naval Reserve Meritorious Support - 1991
- Navy Achievement Medal- 1991

MILITARY SERVICE

New Mexico State Guard

▪Commissioned officer (Captain – 0-3) 2012- 2019
Officer in Charge of statewide initiative for Los Vencinos (Humanitarian Emergency Preparedness Event), Team Leader for Medical Reserve Corp for New Mexico State Guard
▪Commanding Officer for 47th Med Co/Det A Santa Fe 2012- 2014

Texas State Guard

▪Commissioned officer (1 LT – 0-2) in the Texas Medical Rangers/Alamo Medical Response Group (Current)
▪Commanding Officer for Corpus Christi Company 2007- 2008
▪Training Officer for Corpus Christi Unit 2006-2007
▪Active Training – Operation Lone Star 2006, 2007

U.S. Navy

▪Active Service at NRC/NTC SanDiego, CA, NAS Pensacola Fl, NH Bethesda ,MD, Camp Pendleton CA, Camp Bullis TX, Ft. Sill OK Army Hospital, NAS Corpus Christi, Naval Hospital San Diego.
▪Enlisted 1987 in Reserve Allied Medical Program
Service to Marine Corp Reserve for Medical Support
▪Fleet Hospital 21 Combat Field Medical Unit
▪3rd Class Petty Officer Hospital Corpsman (Physical Therapy Specialty)
▪Honorable Discharge from duty 1994

Community Service

- President, New Mexico Healthcare Executives 2016 to 2018
- Board of Directors for Northern New Mexico Citizens Advisory board. Department of Energy appointed position for the Los Alamos National Laboratory.
- Chair of Membership Committee, New Mexico Healthcare Executives 20014 to 2016
- Congregational Care Team- United Church of Christ (Current)
- Mentor for Pre-Med Student at UNM, nursing managers, Sobering Center Manager, Director for Community Health, Capital High School Health Science Academy mentor for 15 Juniors and Seniors in Rehab Department at CHRISTUS St. Vincent. 2015-current.
- Mental Health Crisis Line Volunteer

- Big Brothers and Big Sisters, New Mexico 2010 to Current
- Graduate Leadership Santa Fe 2010 – 2011
  (Community Leadership Program)
- Graduate Leadership Corpus Christi 2000 – 2001
- Appointed by Mayor of Corpus Christi to Citizens Health Advisory Board
  2007
- Appointed by Mayor of Corpus Christi to Parks and Recreation Board of Directors
  2006 Executive committee
- Honduras Medical Mission -Team Member – Served 2000 patients with primary medical services in rural regions of Honduras. Provided Physical Therapy to apx 50 individuals

Certifications

- Board Certified Healthcare Executive- APTA Academy of Leadership and Innovation 2024 to current
- Board Certified in Healthcare Management as a Fellow of the American College of Healthcare Executives 2015 to Current
- Military Emergency Management Specialist – 2013 - Current
- Certified Ergonomic Evaluation Specialist (CEAS I) 2011 to Current
- American Heart Association CPR Certified Instructor (2000- 2011)
- Certified Personal Trainer and Nutrition Counselor Mbr # 247766 AFAA

DANIEL STRONGWATER

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[redacted]

28 February 2025

To Whom It May Concern,

I would be honored to join the Capital Improvements Advisory Committee to help shape Santa Fe's future.

Since moving here to raise my children among family, I have committed my time to fostering community, honoring the city's deep history, and contributing to its thriving future.

My work focuses on revitalizing historic buildings—bringing new life to aging structures so they can once again serve as lasting gathering places and beloved homes. Working with earthen and historic buildings has also deepened my appreciation for Santa Fe's acequias, among the nation's oldest infrastructure. Now, living along one of the few remaining active acequias in continuous operation since the 1600s, I have joined our Acequia Commission to help preserve and sustain this essential resource for generations to come.

The acequias demonstrate that infrastructural investment can support and sustain communities for millennia. Today, forward-looking investment in modern infrastructure and significant capital projects is crucial to preparing Santa Fe for a livable future in the face of climate change, rising costs and numerous social challenges. Proper planning can result in a city that is resilient, well-connected and enjoyable for all, and it is my hope to help steward that process.

My experience working locally in construction and previously at Apple Inc., leading large diverse teams to solve complex problems with elegant solutions, would be an asset to the committee, and I would be grateful for the opportunity to serve. I welcome any questions and thank you for your consideration.

Best,

Daniel Strongwater

DANIEL STRONGWATER

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[redacted]

EXPERIENCE

2019 – Present
SANTA FE, NM

Ruffians LLC DESIGN-BUILD REAL ESTATE DEVELOPER
Acquire, re-plan, design, and renovate sustainable-focused residential & commercial projects in Santa Fe. Provide hands-on project management throughout.

6 completed projects: 4 residential & 2 commercial (each w/ commercial kitchens); 3 of 6 historically significant

2017 – Present
SANTA FE, NM

Otherness Studio PRINCIPAL DESIGNER
Provide visual identities, creative direction, print and digital collateral for various clients.

2011 – 2022
CUPERTINO, CA

Apple Inc. HUMAN FACTORS DESIGN ENGINEER; MANAGER I, II, III
Led human-product research and usability efforts for the Apple Design Team under Jony Ive across hardware, system software, algorithms and packaging.

Inventor on 36 patents.

Winter 2010 / 2011
LONDON, UK

Think-Place, Urban Planning Consultancy DESIGN ASSISTANT
Conducted in-field and theoretical research to help articulate firm's philosophy. Developed literature for work with the International Federation of the Red Cross (IFRC)

Fall 2010
NEW YORK, NY

Behance DESIGN INTERN
Executed various print, web & UI design-work. Received extensive typographic training.

Summer 2010
WASHINGTON DC

US Green Building Council (USGBC) RESEARCH INTERN
Developed web-based prototype to collect experience data of green-building occupants.

EDUCATION

Class of 2011
ITHACA, NY

Cornell University, College of Human Ecology BACHELOR OF SCIENCE
Department of Design & Environmental Analysis (DEA), Human Factors / Ergonomics

ACTIVITIES

2022 – Present

Acequia de la Muralla TREASURER; ACEQUIA CO-COMMISSIONER

2023 – Present

Santa Fe Young Trades FOUNDER
Local meetup for young professionals in the building trades

2023 – Present

Acequia Madre Elementary PTC PARENT VOLUNTEER

2004

Boy Scouts of America EAGLE SCOUT

SKILLS

Languages — American English (fluent), Spanish (professional proficiency)

Code — R (statistics), Front-end web development: HTML, CSS, Javascript

2D & 3D — Carpentry, Drawing, Painting, Illustration, Layout, Graphics, Sculpture

INTERESTS

Earthen Construction, Green Building, Natural Building Materials, Walkable Cities, Trailrunning, Environmental Physchology, Human Interaction, Outdoor Recreation, Complex Problem-solving

Eligible Candidates

