



Agenda

**Regular Meeting of the Public
Works and Utilities Committee
March 16, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue**

Procedures for Public Works and Utilities Committee Meeting

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

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

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

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

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

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

Valdez, CDL Driver III, Transit Division. (Sam Burnett, Interim Public Works Director, jsburnett@santafenm.gov)

- b. City of Santa Fe Facilities Management Division (FMD): Digital Infrastructure Management for Integrated Facilities Management. (Sam Burnett, Interim Public Works Director; jsburnett@santafenm.gov, Tim Farrell, Interim Facilities Division Director; tgfarrrell@santafenm.gov)
- c. The Water Resources Indicator: A Data Based Tool to Inform Seasonal Conservation Policy. (Walker Williamson, Water Resources Coordinator; wrwilliamson@santafenm.gov)

7. Action Items: Consent Agenda

- a. Request for Approval of the March 2, 2026, Public Works and Utilities Committee Meeting Minutes. (Elsa Ornelas-Segura, Administrative Manager; egornelssegura@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/16/2026

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

Committee Review:

Public Works and Utilities Committee: 03/16/2026

Finance Committee: 03/23/2026

Governing Body: 03/25/2026

- c. Request for Approval of Amendment No. 1 to Item # 24-0304 with New Mexico Aging and Long-Term Services Department to Decrease the Compensation Amount by \$72,000 for a New Total Amount of \$241,120 for Volunteer Program Services. (Manuel Sanchez, Interim Community Services Department Director/Senior Services Division Director; mnsanchez@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/16/2026

Finance Committee: 03/23/2026

Governing Body: 03/25/2026

- d. CONSIDERATION OF BILL NO. 2026-03. ADOPTION OF ORDINANCE NO. 2026-_____. (Mayor Michael Garcia)
A Bill Relating to City Administration; Amending Section 2-8 SFCC 1987 to

Public Works and Utilities Committee

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Reorganize Certain City Departments; Creating New Sections of Code to Include 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, and 2-8.15; Amending Section 2-8.1 SFCC 1987 to Include a General Provisions Section and Exhibit A; Amending Section 2-8.2 to Rename Community Health and Safety Department to “Community Services Department” and to Include Youth and Family Services and Recreation, and to Remove the Office of Emergency Management; Amending Section 2-8.3 SFCC 1987 to Eliminate the Community Development Department; Amending 2-8.4 to Establish the Office of Emergency Management and Changing the Name From Office of Emergency Management to “Emergency Management Department”; Amending 2-8.5 Creating a New Department the “Economic Development Department” and to Include the Arts and Culture Division and the Film Division; Amending 2-8.6 Creating a Department the “Land Use Department” and to Include the Affordable Housing Division; Amending Section 2-8.7 Creating Tourism Santa Fe Department; Creating Section 2-8.14 to Include a New “Regional Airport Department”; Creating Section 2-8.15 to Include the Metropolitan Redevelopment Agency and Renaming it “Metropolitan Redevelopment Agency (“MRA”) Department”; Repealing Sections 2-14, 2-15, and 2-20 SFCC 1987; Repealing Exhibit C of SFCC 1987, “City Organization”. (Brian Moya, Interim City Manager; bjmoyma@santafenm.gov)

Committee Review:

Governing Body (Introduced): 02/25/2026

Governing Body (Public Comment): 03/11/2026

Public Works and Utilities Committee: 03/16/2026

~~Quality of Life Committee: 03/18/2026~~ **MEETING HAS BEEN CANCELED**

Finance Committee: 03/23/2026

Governing Body (Public Hearing): 04/07/2026

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

Public Works and Utilities Committee

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Ordinance; and Authorizing the Taking of Other Actions in Connection With the Execution and Delivery of the Loan Agreement. (Clinton Peterson, Public Utilities Engineer; cdpeterson@santafenm.gov)

Committee Review:

Governing Body (Introduction): 02/25/2026

Governing Body (Public Comment): 03/11/2026

Public Works and Utilities Committee: 03/16/2026

Finance Committee: 03/23/2026

Governing Body (Public Hearing): 04/07/2026

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

Committee Review:

Governing Body (Introduced): 03/11/2026

Public Works and Utilities Committee: 03/16/2026

Governing Body: 03/25/2026

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

Committee Review:

Governing Body: 03/11/2026

Public Works and Utilities Committee: 03/16/2026

Finance Committee: 03/23/2026

Governing Body: 03/25/2026

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: Monday, March 30, 2026

14. Adjourn

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

Digital Infrastructure Management for Integrated Facilities Management



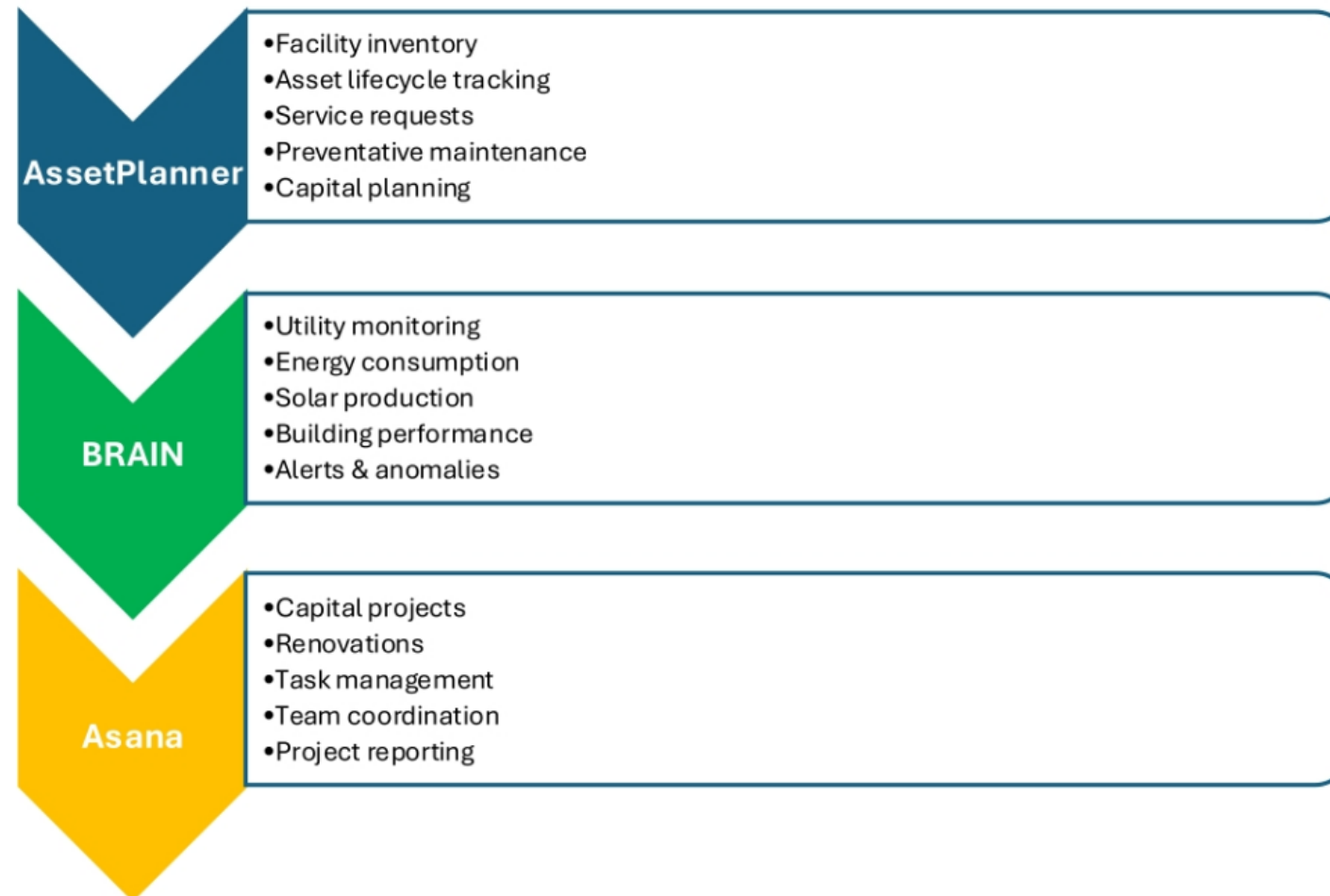


CITY OF SANTA FE
FACILITIES

Digital Infrastructure Management for Integrated Facilities Management

How FMD Manages the City's Facilities

A Layered Resource Management Strategy



Together these systems allow FMD to manage: Infrastructure Condition • Resource Performance • Capital Projects • Maintenance Operations



Ameresco AssetPlanner

AssetPlanner Operational Dashboard



CITY OF SANTA FE



Asset Inventory



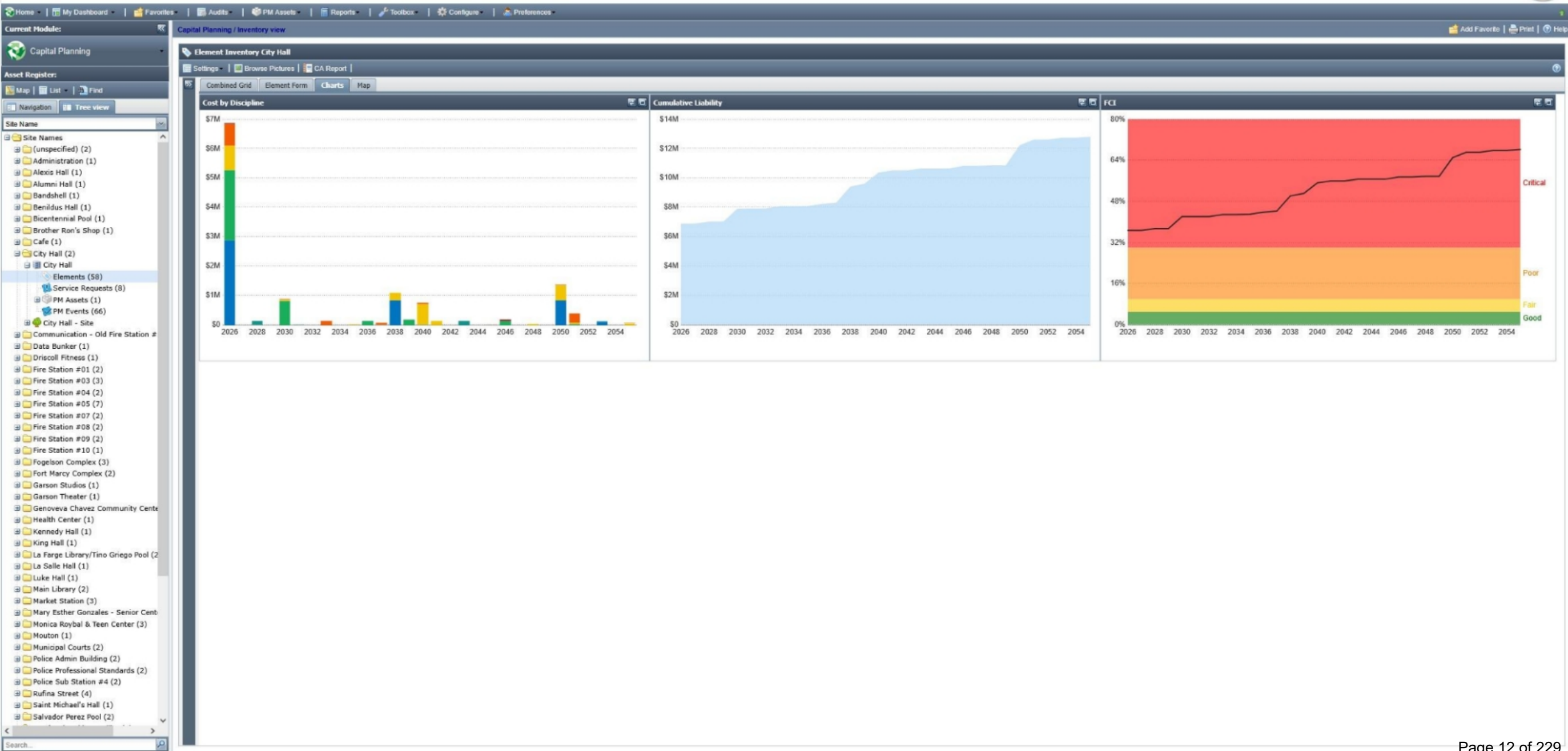
CITY OF SANTA FE

Element Inventory City Hall																	
Elements and Actions Combined View City Hall																	
Category	Facility	Attachments	Element Description	Action Type	Action Summary	Commentary	Last Major Action	Overall Condition	Priority Score	Action Cost	Repeat Interval	Urgency of Action?	Life Safety / Code Related?	Adverse Effect on Security?	Risk of Building Shut Down?	Operation / Energy Savings	
Roof access hatch	City Hall		Roof access hatch	Replacement	Replace access ladder and hatch	Element has safety risk due to latter and hatch improper placement. Replacement is recommended.	1990	Critical	72.25	34,814	20	Urgent	Safety Risk	No	No	N/A	
C3030 - Ceiling Finishes	City Hall		Acoustic suspended ceiling (~85%)	Replacement	Replace ceiling tiles.	Element has been reported to have extensive water damages throughout application and replacement is required. Element has surpassed EUL.	1937	Critical	67.75	131,222	24	Urgent	Safety Risk	No	Partial shut down	If deferred, operating costs increase	
B30 - Roofing	City Hall		Foam roofing -Approx. 25,000 SF.	Replacement	Replace foam roofing	Element was reported to have 12 year warranty with several areas in the interior showing water leaking damages.	2011	Critical	55.00	836,875	12	Urgent	No	No	No	N/A	
D5022 - Lighting Equipment	City Hall		Fluorescent light fixtures.	Replacement	Replace with LED fixtures.	Light fixtures are outdated and in need of replacement.	2012	Poor	55.00	249,222	25	High	No	No	No	Significant savings	
D5021 - Branch Wiring	City Hall		Branch wiring	Repair	load calculation; add dedicate outlets/ add additional convenience outlets	Branch wiring is outdated and in need of upgrades.	1937	Poor	53.25	61,983	25	High	No	No	No	N/A	
D5010 - Electrical Service And Distribution	City Hall		Electrical service and distribution	Replacement	Replace main electrical distribution & sub panel load centers. Panels are reaching EUL	Electrical service and distribution is has reached the end of expected useful life.	1937	Poor	56.00	435,175	30	High	No	No	Partial shut down	If deferred, operating costs increase	
D3056 - Package Units	City Hall		(49) units at approx. +/- \$7,000 in building, replaced ~35% of heat pumps at 2 per year, lines in bad shape	Replacement	Replace 17 units on 2nd floor	Reported to be in poor condition.	1937	Poor	53.75	2,343,250	35	High	No	No	Partial shut down	Significant savings	
D3045 - Exhaust Ventilation Systems	City Hall		Exhaust fans.	Replacement	Replace exhaust fans.	Exhaust fans appear to be outdated and in need of replacement.	1937	Poor	49.25	26,780	25	High	No	No	No	N/A	
D3033 - Condensing Units	City Hall		(1) 4-Ton condensing unit.	Replacement	Replace condenser.	Unit is well beyond EUL and in need of replacement.	1985	Poor	40.25	9,373	25	Medium	No	No	No	N/A	
C3020 - Floor Finishes	City Hall		Carpet flooring (~50%)	Replacement	Replace carpet flooring	Element has been reported to water damages and wear from high usage throughout application. Element has surpassed EUL.	2005	Poor	47.50	133,990	15	High	No	No	No	If deferred, operating costs increase	
C3010 - Wall Finishes	City Hall		Drywall painted (~95%)	Replacement	Repaint drywall	Element has been reported to have damages throughout application.	1937	Poor	38.75	267,690	12	Medium	No	No	No	N/A	
C1010 - Partitions	City Hall		Painted drywall demising walls.	Repair	Repair demising walls	Element has been reported to have surface damages from high usage and repair is recommended.	1937	Poor	37.50	46,665	37	Medium	No	No	No	N/A	
B2030 - Exterior Doors	City Hall		Solid core wood doors.	Replacement	Replace exterior doors	Element has some reported functionality issues and surface damages due to high usage. Element is nearing EUL.	1937	Poor	42.50	87,035	27	Medium	No	No	No	N/A	
B2020 - Exterior Windows	City Hall		Exterior Single pane glazed windows	Replacement	Replace windows		1990	Poor	46.50	1,672,665	32	Medium	No	No	No	Moderate or significant savings	
C3030 - Ceiling Finishes	City Hall		Wood panel ceiling (~10%)	Replacement	Replace wood panel ceiling	Element has surpassed EUL.	1937	Poor	42.00	77,250	30	Medium	No	No	No	Moderate or significant savings	
C1020 - Interior Doors	City Hall		Metal access doors	Replacement	Replace interior doors.	No condition issues reported on element. Element is nearing EUL.	2000	Poor	34.00	20,147	25	Low	No	No	No	If deferred, operating costs increase	
B2030 - Exterior Doors	City Hall		Metal doors	Replacement	Replace exterior doors	Element has some reported functionality issues and surface damages due to high usage. Element is nearing EUL.	1990	Poor	42.50	29,458	27	Medium	No	No	No	N/A	
C3020 - Floor Finishes	City Hall		VCT flooring (~15%)	Replacement	Replace VCT flooring	Element has been reported to have surface damages and scratches throughout application.	2005	Poor	44.00	38,631	24	Medium	No	No	Partial shut down	If deferred, operating costs increase	
E2010 - Fixed Furnishings	City Hall		Laminated wood cabinetry	Replacement	Replace cabinets	Element has surpassed EUL. No condition issues reported on element. Life extended.	1990	Fair	17.50	131,222	15	Low	No	No	No	N/A	
									\$10,325,636								

Analysis of Individual Buildings



CITY OF SANTA FE



Facility Condition Index



CITY OF SANTA FE



Capital Planning / FCI/CRV Grid										
FCI Grid										
Facility	CRV	30 Years Average...	Current Year FCI	FCI Year 5	FCI Year 10	FCI Year 15	FCI Year 20	FCI Year 25	FCI Year 30	
Alto Street - Site	\$ 3,093,100	\$ 0	0.0 %	24.2 %	24.2 %	25.3 %	41.1 %	41.1 %	47.1 %	
Bicentennial Pool	\$ 1,279,413	\$ 0	0.0 %	5.6 %	11.1 %	28.3 %	34.3 %	39.6 %	40.4 %	
Building 'A' - Monica Roybal Center	\$ 2,248,178	\$ 0	13.4 %	25.6 %	33.2 %	43.4 %	43.4 %	54.7 %	62.0 %	
Building 'B' - Carlos Ortega	\$ 2,191,017	\$ 0	28.4 %	35.6 %	39.1 %	60.0 %	62.9 %	74.7 %	87.1 %	
City Hall	\$ 18,746,740	\$ 0	36.7 %	42.2 %	43.1 %	55.3 %	56.8 %	65.2 %	68.3 %	
City Hall - Site	\$ 1,440,471	\$ 0	10.7 %	32.9 %	37.6 %	38.4 %	38.4 %	57.5 %	74.3 %	
Communication - Old Fire Station #2	\$ 614,574	\$ 0	32.5 %	41.4 %	42.6 %	46.8 %	56.5 %	59.6 %	80.8 %	
Communication - Old Fire Station #2 - Site	\$ 63,844	\$ 0	0.0 %	84.1 %	84.1 %	84.1 %	84.1 %	148.1 %	167.0 %	
Fire Station #1	\$ 8,569,600	\$ 0	9.8 %	18.6 %	24.9 %	27.8 %	31.1 %	36.6 %	44.3 %	
Fire Station #1 - Site	\$ 670,358	\$ 0	17.2 %	60.7 %	80.7 %	108.6 %	116.3 %	129.7 %	134.4 %	
Fire Station #10 - Site	\$ 718,241	\$ 0	31.7 %	31.7 %	64.0 %	64.0 %	69.8 %	116.8 %	149.7 %	
Fire Station #3 - Building A (Museum)	\$ 1,675,357	\$ 0	17.4 %	33.0 %	34.5 %	35.6 %	39.9 %	61.3 %	66.4 %	
Fire Station #3 - Building B (Main Station)	\$ 5,623,000	\$ 0	9.5 %	28.4 %	36.2 %	40.8 %	53.1 %	79.6 %	89.3 %	
Fire Station #3 - Site	\$ 1,886,296	\$ 0	4.4 %	10.4 %	31.6 %	33.2 %	43.0 %	43.0 %	70.3 %	
Fire Station #4	\$ 4,414,415	\$ 0	0.9 %	7.1 %	9.2 %	23.9 %	30.8 %	35.4 %	44.3 %	
Fire Station #4 - Site	\$ 882,112	\$ 0	6.2 %	26.3 %	30.9 %	41.6 %	41.6 %	43.4 %	57.6 %	
Fire Station #5	\$ 3,015,428	\$ 0	0.0 %	4.5 %	8.9 %	19.0 %	27.8 %	28.2 %	35.7 %	
Fire Station #5 - Maintenance 1	\$ 1,333,918	\$ 0	11.6 %	15.9 %	24.8 %	35.3 %	36.5 %	36.5 %	39.6 %	
Fire Station #5 - Maintenance 2	\$ 691,661	\$ 0	1.7 %	5.7 %	8.0 %	24.1 %	26.1 %	26.1 %	29.0 %	
Fire Station #5 - Portable Building 1	\$ 452,563	\$ 0	6.2 %	25.6 %	30.5 %	39.8 %	39.8 %	59.1 %	64.8 %	
Fire Station #5 - Portable Building 2	\$ 452,563	\$ 0	0.0 %	5.8 %	9.7 %	35.9 %	38.0 %	48.8 %	50.5 %	
Fire Station #5 - Site	\$ 2,694,709	\$ 0	0.1 %	7.6 %	7.6 %	13.3 %	13.3 %	13.3 %	19.3 %	
Fire Station #5 - Training Building	\$ 394,964	\$ 0	26.6 %	30.7 %	30.9 %	30.9 %	30.9 %	42.9 %	55.2 %	
Fire Station #6	\$ 357,022	\$ 0	24.4 %	30.5 %	39.7 %	47.7 %	50.6 %	78.2 %	90.0 %	
Fire Station #6 site	\$ 263,355	\$ 0	17.2 %	17.2 %	44.9 %	60.9 %	60.9 %	60.9 %	88.3 %	
Fire Station #7	\$ 6,427,200	\$ 0	3.6 %	11.8 %	20.1 %	31.6 %	44.8 %	49.6 %	56.9 %	
Fire Station #7 - Site	\$ 1,117,263	\$ 0	0.0 %	18.9 %	21.5 %	55.3 %	55.3 %	56.2 %	80.6 %	
Fire Station #8	\$ 5,623,800	\$ 0	3.7 %	8.3 %	13.4 %	27.9 %	32.0 %	39.8 %	45.1 %	
Fire Station #8 - Site	\$ 798,045	\$ 0	23.4 %	32.2 %	46.4 %	47.1 %	53.9 %	90.0 %	90.0 %	
Fire Station #9	\$ 3,213,600	\$ 0	17.3 %	26.0 %	30.5 %	32.0 %	34.2 %	51.0 %	54.9 %	
Fire Station #9 - Site	\$ 399,023	\$ 0	27.4 %	47.5 %	47.5 %	47.5 %	52.1 %	63.1 %	94.1 %	
Fogelson Library - Site	\$ 1,276,872	\$ 0	23.9 %	43.9 %	48.6 %	48.6 %	48.6 %	65.1 %	79.3 %	
Fort Marcy Complex	\$ 12,082,814	\$ 0	10.3 %	15.9 %	17.8 %	23.8 %	37.7 %	62.5 %	71.1 %	
Fort Marcy Complex - Site	\$ 3,093,100	\$ 0	74.4 %	75.4 %	83.9 %	89.1 %	89.1 %	146.8 %	146.8 %	
Genoveva Chavez Community Center	\$ 66,683,465	\$ 0	11.2 %	15.3 %	17.5 %	33.8 %	39.7 %	49.2 %	55.7 %	
Genoveva Chavez Community Center - Site	\$ 3,233,650	\$ 0	0.0 %	12.0 %	23.2 %	23.2 %	72.2 %	84.8 %	101.1 %	
La Farge Library/Tino Griego Pool	\$ 8,364,468	\$ 0	9.6 %	11.0 %	11.2 %	13.3 %	15.4 %	21.5 %	23.6 %	
La Farge Library/Tino Griego Pool - Site	\$ 1,835,504	\$ 0	27.9 %	55.6 %	79.8 %	88.7 %	88.7 %	135.9 %	150.4 %	
Main Library	\$ 13,171,770	\$ 0	6.0 %	24.5 %	29.9 %	35.7 %	54.0 %	62.9 %	89.1 %	
Main Library - Site	\$ 798,045	\$ 0	0.0 %	34.1 %	34.1 %	34.1 %	89.1 %	84.2 %	98.4 %	
Market Station	\$ 6,931,727	\$ 0	0.2 %	8.4 %	2.8 %	13.6 %	19.8 %	27.9 %	27.9 %	
Market Station - Railyard Parking Garage	\$ 3,552,836	\$ 0	7.1 %	11.8 %	24.8 %	40.8 %	45.6 %	49.4 %	63.3 %	
Market Station - Site	\$ 1,468,403	\$ 0	0.0 %	0.0 %	41.4 %	60.2 %	77.5 %	98.6 %	98.6 %	
Mary Esther Gonzales - Senior Center	\$ 6,268,702	\$ 0	8.6 %	13.2 %	15.7 %	33.9 %	42.7 %	64.1 %	70.7 %	
Midtown Santa Fe	\$ 29,102,054	\$ 0	0.0 %	14.3 %	14.3 %	78.7 %	104.7 %	104.7 %	104.7 %	
Monica Roybal & Teen Center - Site	\$ 191,531	\$ 0	140.6 %	140.6 %	152.0 %	166.2 %	236.1 %	338.0 %	338.0 %	
Municipal Courts	\$ 6,412,347	\$ 0	14.7 %	30.0 %	34.6 %	39.7 %	53.9 %	62.7 %	70.4 %	
Municipal Courts - Site	\$ 1,149,185	\$ 0	33.6 %	53.9 %	53.9 %	53.9 %	56.6 %	97.3 %	112.0 %	

Service Request Client Portal



Home

New Request

Materials Request

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Documents

Knowledge Base

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AP Support

AssetPlanner

City of Santa Fe

DASHBOARD

HELP

Your Requests:

0

Open Requests

0

Recently Updated

39

Closed Requests

0

Approvals Required

Contact Details

Contact
Sam Burnett

*Phone
+1 505-795-2491

Mobile Phone
+1 505-795-2491

CC Email (to copy on notifications)

Location

*Facility
Siringo Road - E/ Facilities Division

Floor

*Location/Room #

Request Details

*Type of Request

Requested Completion

Details or Comments...

You may upload one or more attachments or drag and drop here.

UPLOAD

CAMERA

SUBMIT

SR013972

Request Details

Sam Burnett

Created
2025-07-12 07:31:54

Last Updated
2025-07-14 15:28:14

Summary
Wet Floors City Hall 2nd Floor

Description
Good morning. I got a call last night from Emily Oster saying that the CH second floor carpets were very wet around 8pm last night.
Can someone please check this out and make sure we dont have a leak up there?
I will call this into the oncall as well.
Thank you!

Notes (1)

Materials Requested (0)

Pictures/Attachments (9)

ADD

Attachments

- 2025-07-14 09:33:05

Location

City Hall

Floor
2nd

Location/Room #

PM Asset

Status/Assignment

Status
Closed

Pending

Priority
High

Requested Completion

Scheduled Start Date

Actual Start Date

Date Completed
2025-07-14 15:28:14

AssetPlanner SR Client

Version 1.3.3

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Service Request Support



CITY OF SANTA FE



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Service Requests

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PM Assets

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Toolbox

Configure

Preferences

Current Module: Service Request Support

Asset Register: Map | List | Find

Navigation: Tree view

Site Name

Site Names

- (unspecified) (2)
- Administration (1)
- Alexis Hall (1)
- Alumni Hall (1)
- Bandshell (1)
- Benildus Hall (1)
- Bicentennial Pool (1)
- Brother Ron's Shop (1)
- Cafe (1)
- City Hall (2)
- Communication - Old Fire Station #
- Data Bunker (1)
- Driscoll Fitness (1)
- Fire Station #01 (2)
- Fire Station #03 (3)
- Fire Station #04 (2)
- Fire Station #05 (7)
- Fire Station #07 (2)
- Fire Station #08 (2)
- Fire Station #09 (2)
- Fire Station #10 (1)
- Fogelson Complex (3)
- Fort Marcy Complex (2)
- Garson Studios (1)
- Garson Theater (1)
- Genoveva Chavez Community Center
- Health Center (1)
- Kennedy Hall (1)
- King Hall (1)
- La Farge Library/Tino Griego Pool (2)
- La Salle Hall (1)
- Luke Hall (1)
- Main Library (2)
- Market Station (3)
- Mary Esther Gonzales - Senior Center
- Monica Roybal & Teen Center (3)
- Mouton (1)
- Municipal Courts (2)
- Police Admin Building (2)
- Police Professional Standards (2)
- Police Sub Station #4 (2)
- Rufina Street (4)
- Saint Michael's Hall (1)
- Salvador Perez Pool (2)
- Sandoval Parking Facility (1)
- Santa Fe Community Convention Ce
- Santa Fe Resource and Opportunity
- Security Office (1)
- Siler Road (8)
- Siringo Road (9)

Service Request Support / Service Request - Home

Charts view

Calendar

Requests Requiring Action

Assigned to you

Updated in past 7 days

Pending Approval

Requests by Priority

Low

Medium

High

Requests by Status

New, 49

Work in Progress, 18

Pending, 30

Service Requests (Open) and where Facility Status = Active Created on or after 2023-03-11

Show

Open Requests

Filters

Unread Notes

Assign...

Add Time

Close Requests

Modify Selected

Print

Export

Search

Request #	Date Created	Facility	Requestor	Attachments	Unread Notes	Summary	Description	Priority	Status	Assigned To	Assisted By	Date Modified	Type	WorkOrder	Date Completed
SR015072	2026-03-10 16:25:02	Fort Marcy Complex	Greg Fernandez			Locks & Keys - Keys	TO REKEY THE STEREO BOX AT FT MARCY, STEREO BOX IS IN CARDIO AREA BY LATERAL ELLIPTICAL AND UP-RIGHT BIKE.	Low	New						
SR015071	2026-03-10 14:56:49	Main Library	Adam Reilly			Elevator	Hi, Facilities, The public elevator has stopped working. Please contact the company for servicing it as soon as possible. Thank you, adam	Low	Pending	Patrick Romero		2026-03-10 17:01:45			
SR015069	2026-03-09 15:07:50	Southside Library	Angelina Baca			Missing Bolt	Custodian lead Jason informed of a bolt missing from the toilet seat, causing some wobbling to occur. A bolt is most likely to be installed, thank you!	Low	New	Jesse Crowe		2026-03-10 07:00:14			
SR015068	2026-03-09 11:46:34	Fort Marcy Complex	Jesse Crowe			HVAC - Heating	Checking the system found the unit in a code 20, found the Inducer Motor not in operation.	Low	Work in Progress	Jesse Crowe		2026-03-09 11:46:49			
SR015067	2026-03-09 11:04:37	Water Division - Admin	Dora Marquez			Other Service Requests	Need white board hung. Doesn't have hook on one side so fell off wall. May need to bring some kind of picture anchors (?)	Low	New	Chris Bransford		2026-03-09 14:11:16			
SR015066	2026-03-09 09:33:41	Fire Station #5	Graham Miller			HVAC - Heating	We would like the lower barn heater checked. Crews are stating that there is an odor of gas when the unit turns on.	Low	Pending	Carlton Bailey	Daniel Tapi...	2026-03-10 13:27:16			
SR015065	2026-03-09 08:55:30	Siringo Road - Site	Jackie Anderson			Electrical - Interior	3 Balland's not working	Low	Work in Progress	Jackie Anderson		2026-03-09 08:55:42			
SR015063	2026-03-07 15:36:36	Fort Marcy Complex	Greg Fernandez			Plumbing - Water Fountain	THE WATER FOUNTAIN BOTTLE FILL NOT WORKING, THE PUSH BUTTONS ON FOUNTAIN WORK WHEN PUSHED, BOTTLE REFILL NOT	Low	Pending	Scott Pacheco		2026-03-10 13:36:32			
SR015061	2026-03-06 09:38:36	Main Library	Therese Martinez			Other Service Requests	Requesting that a large package (please see attached photos) (Shelf Unit) be picked up from Main and delivered to the Southside Library Branch (to Ann McGinley).	Low	New			2026-03-09 14:11:39			
SR015059	2026-03-05 16:12:49	City Hall	Jane Mathews			Windows - Interior	Mailroom manager's office lower transom window is missing hinges and is held in place by a minibind drawstring. Ask Stuart for information when you arrive.	Low	New	Johnny Archuleta		2026-03-06 08:30:09			
SR015058	2026-03-05 15:31:15	Building 'A' - Monica Roybal Center	Jerome Martinez			Fixtures - Display Boards	Please help the front office girls with installation of new folder baskets on the wall in the entrance.	Low	New	Michael Ortega,		2026-03-06 08:30:50			
SR015056	2026-03-05 09:41:18	Genoveva Chavez Community Center	Chris Spurlin			Doors - Interior	The doorstop leading into the family room is not working properly. It keeps dropping which prevents the door from closing.	Low	New	Patrick Romero		2026-03-10 14:25:09			
SR015055	2026-03-04 11:46:12	Teen Center	Alataya Dorsey			Other Service Requests	Fire extinguisher in kitchen seems to be overcharged and leaking causing damage to the pin and handle. Additionally, our fire extinguisher in the laundry room needs to be mounted to the wall.	High	Work in Progress	Patrick Romero		2026-03-10 13:37:38			
SR015052	2026-03-04 08:49:31	Fire Station #3 - Building B (Main Station)	Graham Miller			Garage Door or Gate	The Entry door for engine 3 opens half way and then closes on it own.	Medium	Pending	Jeremiah Gibbs		2026-03-05 07:39:03			
SR015040	2026-02-28 09:30:16	Water Street Parking Lot - Building	Halle Warren			Plumbing - Plugged/Flooding	Tourist just advised that the men's ADA toilet is plugged and ready to overflow. Please send someone ASAP. Thanks	Low	New			2026-02-28 09:38:39			
SR015036	2026-02-27 10:02:39	Genoveva Chavez Community Center	Chris Spurlin			Plumbing - Fixtures Broken/Leaking	Family Room #1 shower will not turn off. Tried to turn the dial but it appears to be stripped which prevents being able to turn off the water. *** if you're able to get to it asap, that would be greatly appreciated so that we're not losing water. Thank you.	Low	Work in Progress	Scott Pacheco		2026-02-27 12:31:17			
SR015034	2026-02-27 08:41:33	Southside Library	Ann McGinley			Flooring - Tile	The flooring is coming up in the entryway and will only get worse. It will soon be a tripping hazard.	Low	New						
SR015033	2026-02-26 15:35:48	Fire Station #5	Graham Miller			HVAC - Cooling	Due to the increased usage of the Station 5. We would like the HVAC turned on throughout the station. This includes the main station, cadet classroom and portables.	Low	Work in Progress	Daniel Tapia	Carlton Bailey	2026-02-27 15:24:07			
SR015032	2026-02-26 14:53:56	Teen Center	Alataya Dorsey			Doors - Interior	Inferior door does not close all the way after use (has to be pulled shut). Security issue - as we are a closed facility.	Medium	Work in Progress	Patrick Romero		2026-03-04 10:30:28			
SR015031	2026-02-26 12:52:57	Salvador Perez Pool	Abby Smith			Plumbing - Pipes	Hi - Was informed by staff when entering Men's locker room from pool deck (door nearest pumproom) looking directly up toward ceiling above the wall- valve (yellow Handle) has a very slow leak, just dripping. Please check when you have a chance - thanks Abby	Low	Work in Progress	Scott Pacheco		2026-02-27 12:29:39			
SR015030	2026-02-26 12:45:34	Siler Rd - Bldg C - Parks/Fleet	Ryan Pitcher			Other Service Requests	Request to use either scissor lift or boom lift to access pigeon boosting	Low	Pending	Patrick Romero		2026-03-10 15:38:08			

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Preventative Maintenance



CITY OF SANTA FE



Home | My Dashboard | Favorites | PM | PM Assets | Reports | Toolbox | Configure | Preferences

Current Modules: Preventative Maintenance

Asset Register:

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Navigation | Tree view

Site Name

Site Names

(unspecified) (2)

Administration (1)

Alexis Hall (1)

Alumni Hall (1)

Bandshell (1)

Benildus Hall (1)

Bicentennial Pool (1)

Brother Ron's Shop (1)

Cafe (1)

City Hall (2)

Communication - Old Fire Station

Data Bunker (1)

Driscoll Fitness (1)

Fire Station #01 (2)

Fire Station #03 (3)

Fire Station #04 (2)

Fire Station #05 (7)

Fire Station #07 (2)

Fire Station #08 (2)

Fire Station #09 (2)

Fire Station #10 (1)

Fogelson Complex (3)

Fort Marcy Complex (2)

Garson Studios (1)

Garson Theater (1)

Genovava Chavez Community Cent

Health Center (1)

Kennedy Hall (1)

King Hall (1)

La Farge Library/Tino Oriego Pool (

La Salle Hall (1)

Luke Hall (1)

Main Library (2)

Market Station (3)

Mary Esther Gonzales - Senior Cent

Monica Roybal & Teen Center (3)

Mouton (1)

Municipal Courts (2)

Police Admin Building (2)

Police Professional Standards (2)

Police Sub Station #4 (2)

Rufina Street (4)

Saint Michael's Hall (1)

Salvador Perez Pool (2)

Sandoval Parking Facility (1)

Santa Fe Community Convention Ce

Santa Fe Resource and Opportunity

Security Office (1)

Siler Road (8)

Sirango Road (9)

South Side TransR Camino Entrada

Southside Library (2)

Student Apartments (4)

Teen Center (2)

The Den (1)

Train Depot (2)

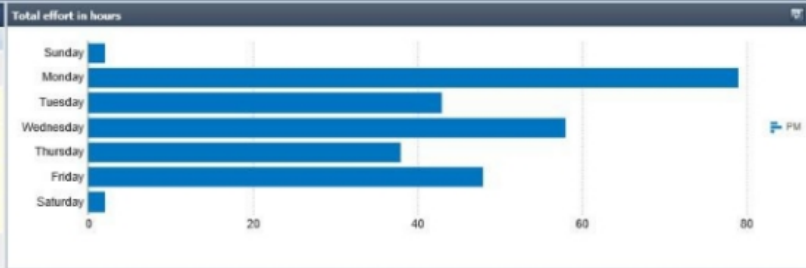
Visual Arts Center (7)

Warehouse 21 (2)

Search...

Welcome to AssetPlanner PM 8.0 (You may click a chart item or calendar below to filter the grid)

March, 2026						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
22 2 PMs	23 7 PMs	24 7 PMs	25 7 PMs	26 7 PMs	27 7 PMs	28 2 PMs
1 9 PMs	2 11 PMs	3 7 PMs	4 7 PMs	5 14 PMs	6 11 PMs	7 2 PMs
8 2 PMs	9 17 PMs	10 10 PMs	11 13 PMs	12 9 PMs	13 11 PMs	14 2 PMs
15 2 PMs	16 17 PMs	17 8 PMs	18 9 PMs	19 7 PMs	20 7 PMs	21 2 PMs
22 2 PMs	23 7 PMs	24 7 PMs	25 7 PMs	26 7 PMs	27 7 PMs	28 2 PMs
29 2 PMs	30 7 PMs	31 7 PMs	1 7 PMs	2 7 PMs	3 7 PMs	4 7 PMs



PM Events for March, 2026

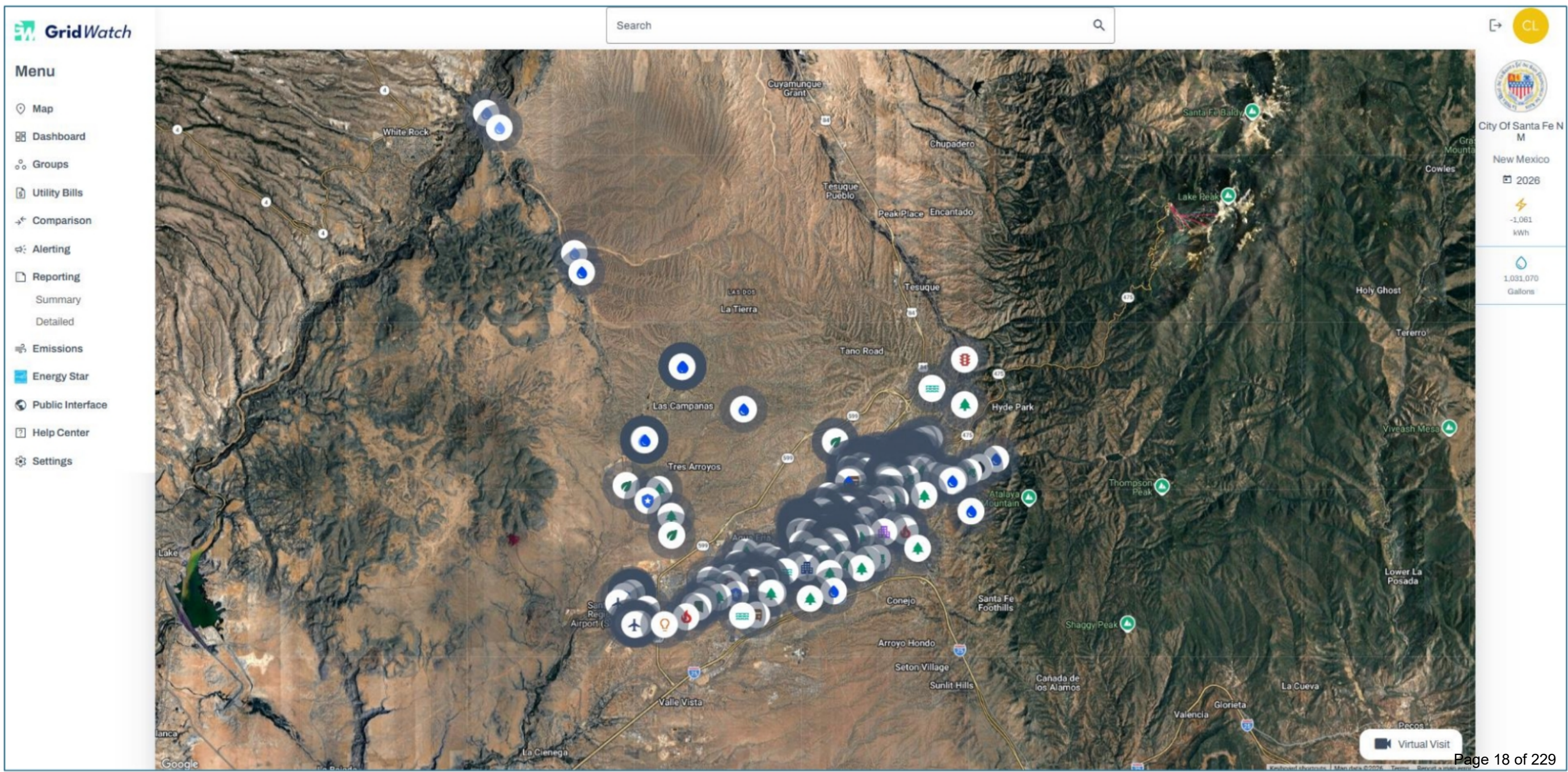
Show: All Events | Filters: | For selected Calendar Date: | Complete Events | Assign... | Add Time | Modify Selected | Cancel Selected | Email Selected | Print | Add New | Export

PM Event	PM Task	Time	Date Comp...	Attach...	Asset Name	WorkOrder	Summary	Service Re...	For Reading
Facility: Fire Station #1									
38500	41	07:00:00			Fire Station #1		Quarterly Building Preventative Maintenance		
32697	34	06:00:00			Fire Station #1		Preventative Maintenance- Plumbing		
29901	30	06:00:00			Fire Station #1		Preventative Maintenance- Plumbing		
Facility: Fire Station #3 - Building A (Museum)									
38524	41	07:00:00			Fire Station #3 - B...		Quarterly Building Preventative Maintenance		
29900	30	06:00:00			Fire Station #3 - B...		Preventative Maintenance- Plumbing		
Facility: Fire Station #3 - Building B (Main Station)									
38539	41	07:00:00			Fire Station #3 - B...		Quarterly Building Preventative Maintenance		
29971	30	06:00:00			Fire Station #3 - B...		Preventative Maintenance- Plumbing		
Facility: Fire Station #4									
38554	41	07:00:00	2026-03-10		Fire Station #4		Quarterly Building Preventative Maintenance		
29976	30	06:00:00			Fire Station #4		Preventative Maintenance- Plumbing		
Facility: Fire Station #5									
38560	41	07:00:00			Fire Station #5		Quarterly Building Preventative Maintenance		
Facility: Fire Station #5 - Portable Building 1									
38564	41	07:00:00			Fire Station #5 - P...		Quarterly Building Preventative Maintenance		
Facility: Fire Station #5 - Portable Building 2									
38560	41	07:00:00			Fire Station #5 - P...		Quarterly Building Preventative Maintenance		
Facility: Fire Station #6									
38614	41	07:00:00			Fire Station #6		Quarterly Building Preventative Maintenance		
Facility: Fire Station #7									
38629	41	07:00:00			Fire Station #7		Quarterly Building Preventative Maintenance		
29981	30	06:00:00			Fire Station #7		Preventative Maintenance- Plumbing		
Facility: Fire Station #8									
38644	41	07:00:00			Fire Station #8		Quarterly Building Preventative Maintenance		
29986	30	06:00:00			Fire Station #8		Preventative Maintenance- Plumbing		
Facility: Fire Station #9									
38650	41	07:00:00			Fire Station #9		Quarterly Building Preventative Maintenance		
29991	30	06:00:00			Fire Station #9		Preventative Maintenance- Plumbing		
Facility: Fort Marcy Complex									
7710	27	06:00:00	2026-03-02		Fort Marcy Complex		*Weekday On-Call Checklist		
7711	27	06:00:00	2026-03-03		Fort Marcy Complex		*Weekday On-Call Checklist		
7712	27	06:00:00	2026-03-04		Fort Marcy Complex		*Weekday On-Call Checklist		
7713	27	06:00:00	2026-03-05		Fort Marcy Complex		*Weekday On-Call Checklist		
7714	27	06:00:00	2026-03-06		Fort Marcy Complex		*Weekday On-Call Checklist		
7715	27	06:00:00	2026-03-08		Fort Marcy Complex		*Weekday On-Call Checklist		
7716	27	06:00:00	2026-03-10		Fort Marcy Complex		*Weekday On-Call Checklist		



Balanced Resource Acquisition & Information Network (BRAIN)

BRAIN – Balanced Resource Acquisition & Information Network



Groups

Menu

Map

Dashboard

Groups

Utility Bills

Comparison

Alerting

Reporting

Summary

Detailed

Emissions

Energy Star

Public Interface

Help Center

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Groups

Airport

BDD Water (city / county)

City Hall

Community Services

Court

Environmental Services

Fire Department

Libraries

Midtown Campus

Parking

Parks

Irrigation

Medians

Police

Public Works/Monica Roybal

Rail Yard & Market Station

Facilities (12)

Fire Station #7

2391 Richards Avenue, Santa Fe, NM 87505, USA

Fire Station 1 - Fire Department Headquarters

402 Murales Road, Santa Fe, NM 87501-0000, USA

Fire Station 10 - AARF

121 Aviation Drive BLDG B, Santa Fe, NM 87507-8495, USA

Fire Station 3A - Fire Prevention

1751 Cerrillos Road, Santa Fe, NM 87505-3502, USA

Fire Station 4

1130 Arroyo Chamiso Road, Santa Fe, NM 87505-4823, USA

Fire Station 5 - Fire Training

1130 Siler Road, Santa Fe, NM 87507, USA

Fire Station 6 / PD Sub Station #4 On Alameda

1030 West Alameda

Fire Station 7

1020 Richards Avenue FIRE DEPT) AVE, Santa Fe, NM 87507, USA

Fire Station 8

6796 Jaguar Drive, Santa Fe, NM 87507, USA

Fire Station 9 - Wildland Fires

2501 Camino Entrada, Santa Fe, NM 87507-4808, USA

Santa Fe Radio Shop

301 Montezuma Avenue, Santa Fe, NM 87501-2626, USA

SF Fire Department, Station 3

6 FIRE STATION 3 # SIG, Cerrillos Road, Santa Fe, NM 87505-3369, USA

Google

Cuyamungue Grant

Chupadero

Tesquque Pueblo

Peak Place Encantado

Tesquque

Tano Road

Las Campanas

Tres Arroyos

Agua Fria

Conejo

Arroyo Hondo

Seton Village

Sunlit Hills

Valle Vista

La Cienega

Santa Fe Regional Airport (SAF)

La Tierra

Hyde Park

Atalaya Mountain

Thompson Peak

Shaggy Peak

Cañada de los Alamos

Valencia

Glorieta

Cañoncito

Santa Fe Foothills

La Cueva

Santa Fe Baldy

Lake Peak

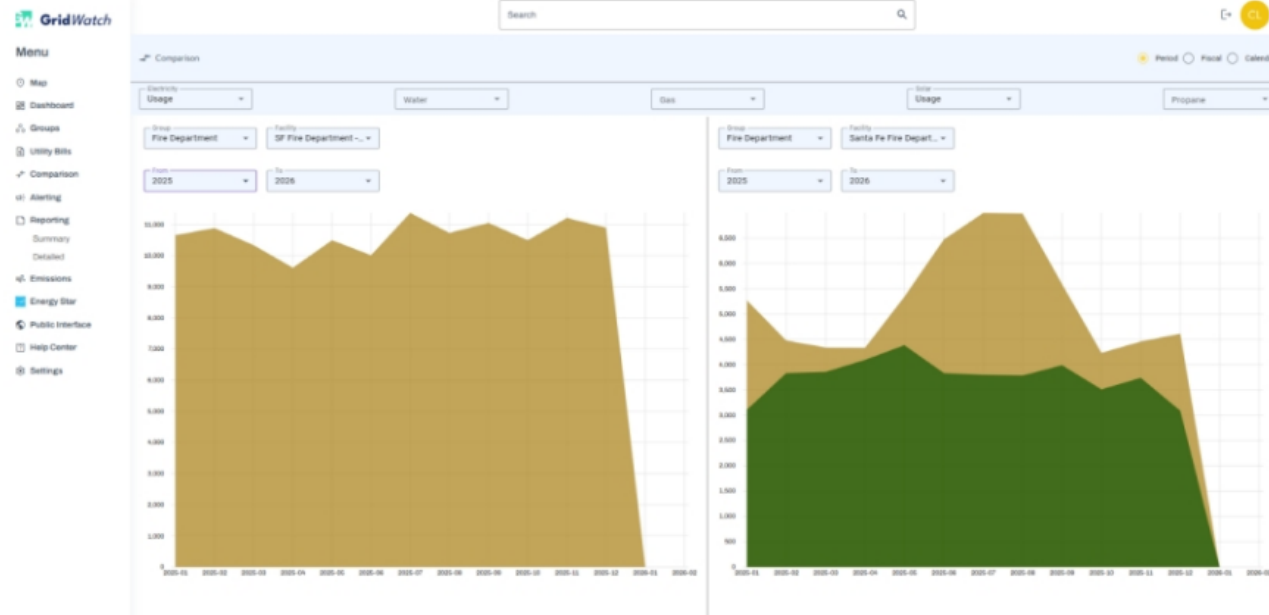
Holy Ghost

Low Po

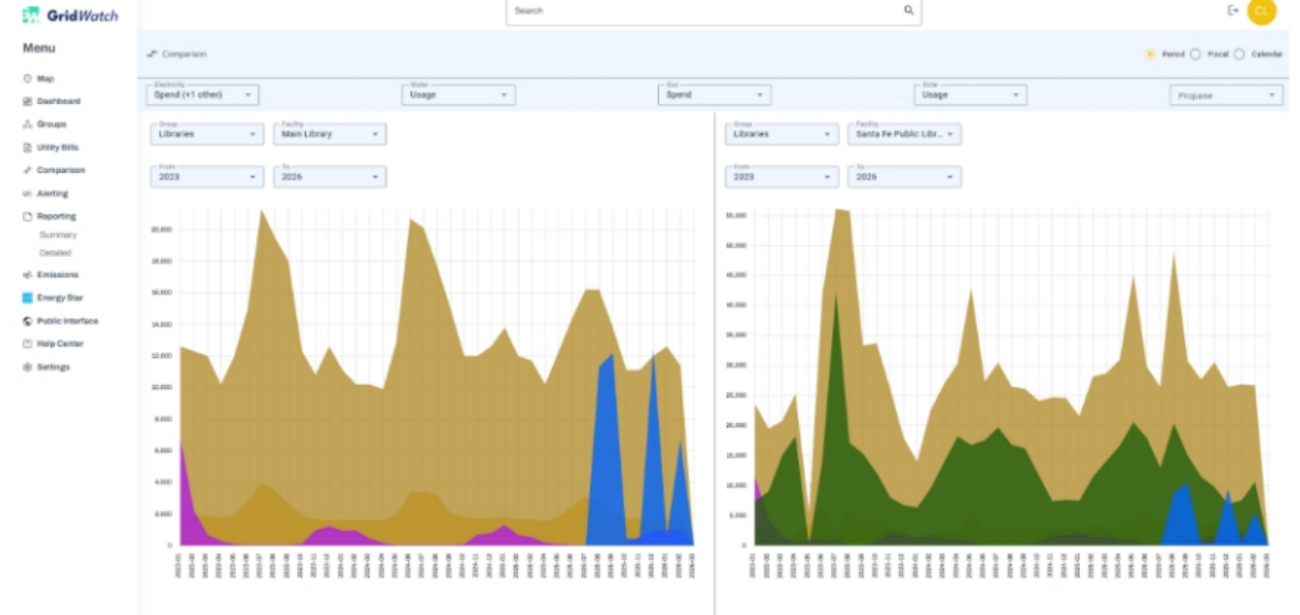
Keyboard shortcuts | Map data © 2025, Imagery © 2025, Terms

Comparison Between Buildings

Fire Station 7 & Fire Station 8



Main Library & Southside Library



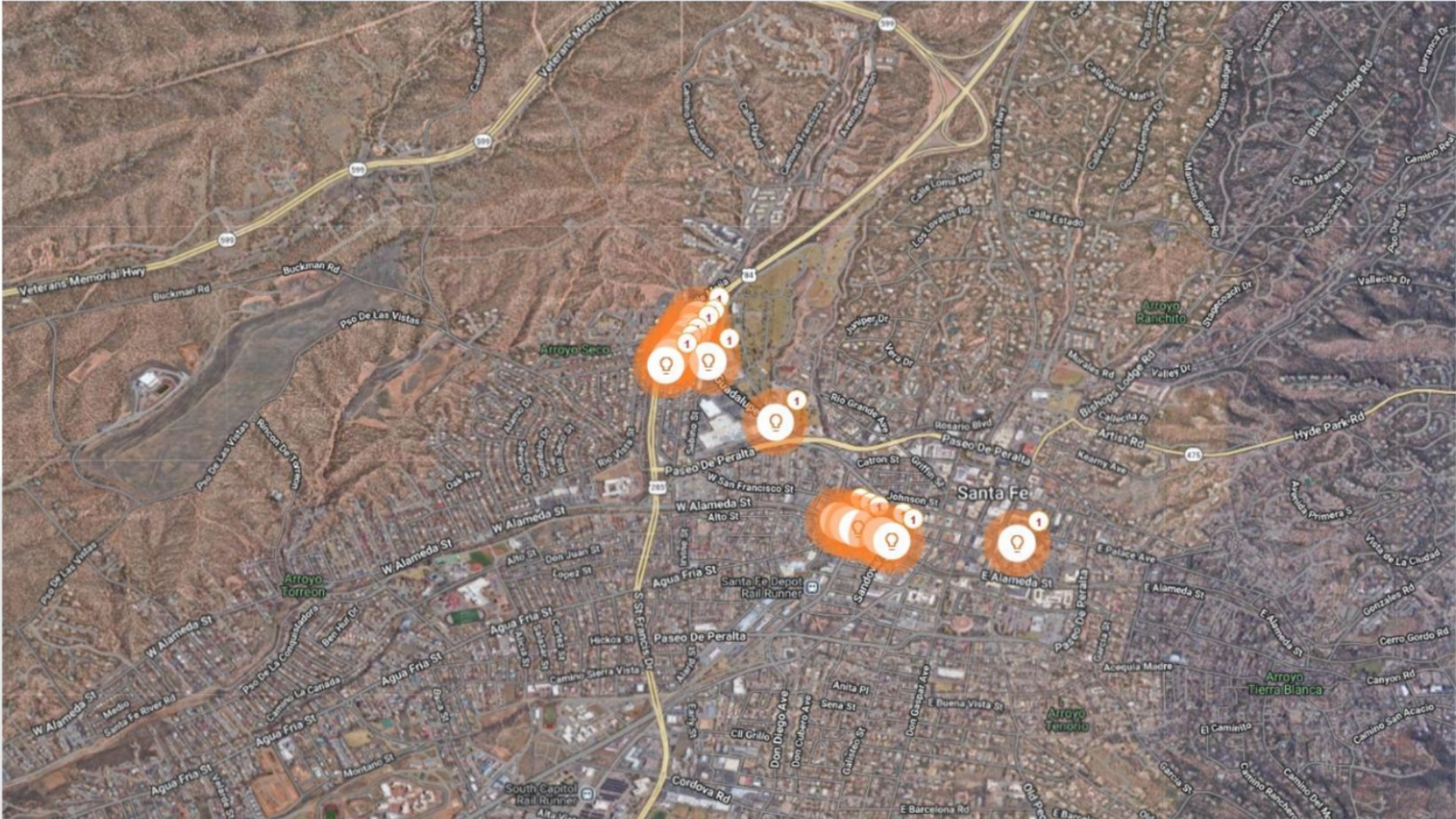
Alerts

Menu

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- Alerting
- Reporting
 - Summary
 - Detailed
- Emissions
- Energy Star
- Public Interface
- Help Center
- Settings

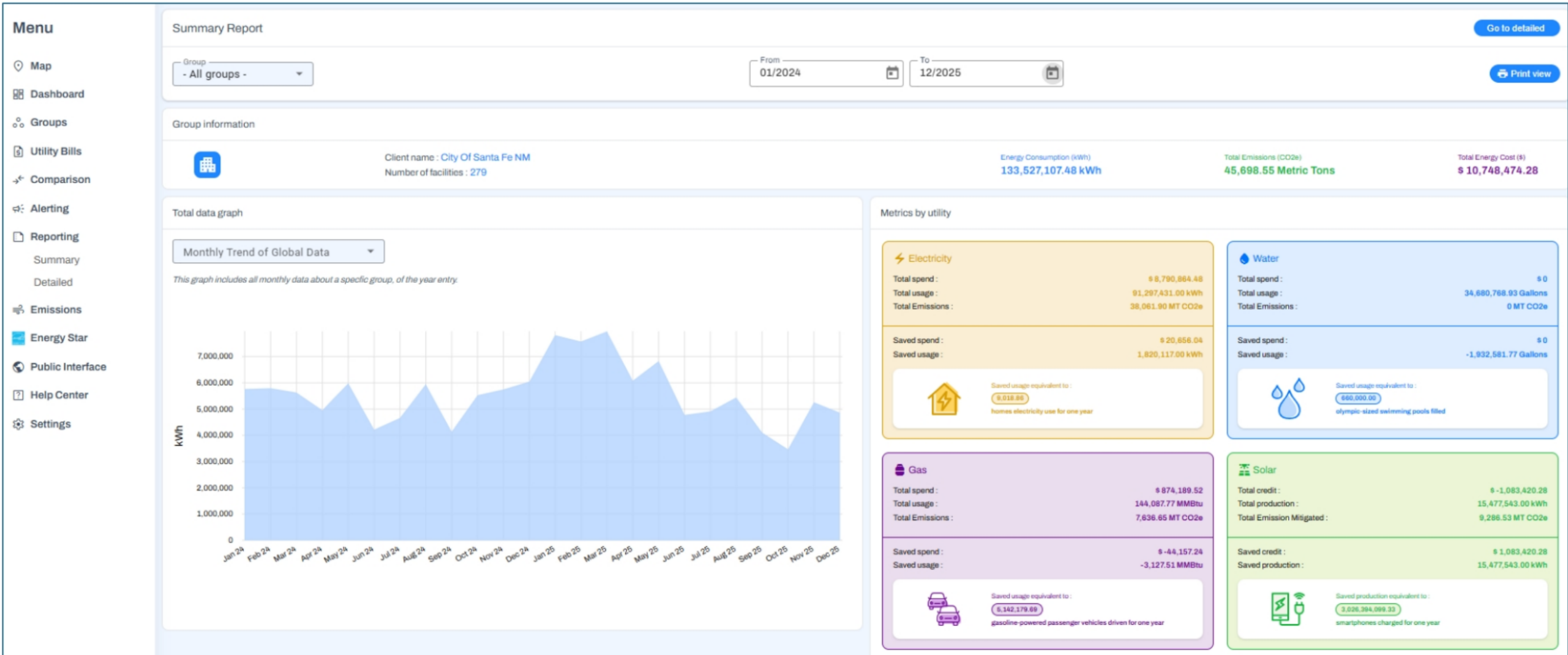
Advanced Alerting

Alert type: Street Lights Open (69) Snoozed (23) Advanced Filter



- 🔔 All 46 alerts
- 🔧 0 Mechanical alerts
- 🔌 3 Charging Stations alerts
- 🔋 0 Battery Storage alerts
- ☀️ 0 Solar alerts
- 💡 30 Street Lights alerts

Reporting on Consumption



Reporting on Emissions

Menu

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 - Summary
 - Detailed
- Emissions
- Energy Star
- Public Interface
- Help Center
- Settings

Emissions

From 03/2024 To 03/2026

Group - All groups - Facility - All facilities -

Total Emissions (CO2e)

Unit
Metric tons

43,584.08 MT CO2e

8.89% lower than last year

This total represents the carbon dioxide equivalent (CO2e) emissions derived from the overall energy consumption (measured in kWh) for the given period.

Equal to:



10,377

gasoline-powered passenger vehicles driven for one year

Energy Consumption (kWh)

130,436,784 kWh

5.71% lower than last year

Total Energy Cost (\$)

\$ 10,254,295.48

5.95% lower than last year

Total Impact (Equivalence)



Equivalent to greenhouse gas emission from
111,468,229
Miles covered by a typical fuel-driven car



Equivalent carbon sequestered by
726,401
Tree seedlings grown for 10 years



Equivalent to CO2 emission from
4,904,251
Gallons of gasoline consumed



Equivalent to CO2 emission from
8,602
Homes electricity use for one year

Emissions Graph

Trend of total emissions
Monthly

8.89% lower than last year

Total Emissions (Metric Tons CO2e)

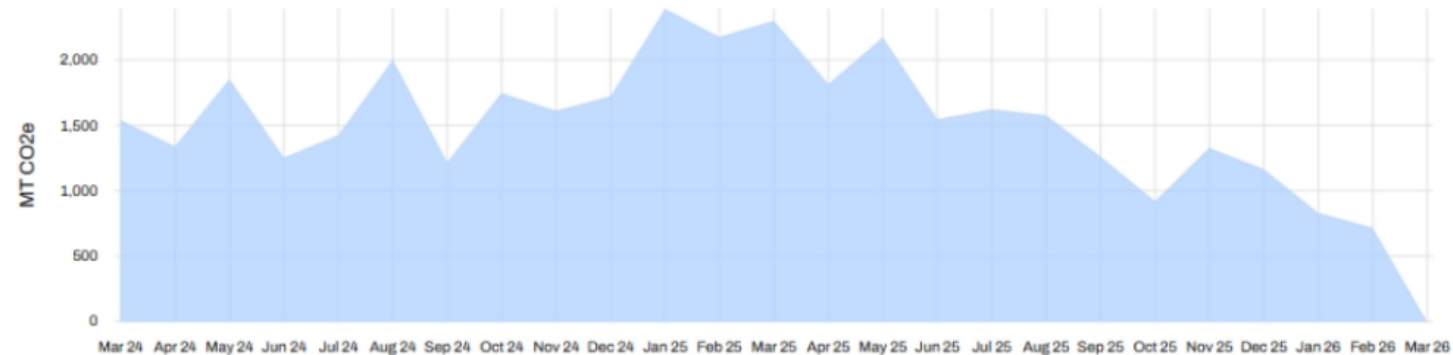
43,584.08

Total Energy Cost (\$)

\$ 10,254,295.48

Average cost (\$/kWh)

\$ 0.08/kWh





Asana Project Management

Facilities Division Portfolio

Facilities Division Portfolio ★ ○ Set status

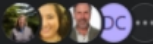
List Timeline Dashboard Progress Workload Messages +

This portfolio contains 7 projects and portfolios you don't have access to.

+ Add work Filter Sorts: 1 Group Options Save view View all

Name	Owner	Priority ↑↓	Status	Task progress	Due date	Contractor	Organization	Object	PLID#	Munis #
ITB for Midtown Remediation & Demo	TF Tim Farrell	High	No recent updates	83%	Feb 28	Keers	2120128	572970	TBD	3250629
Siler Fuel Station Decommission - One Time Funding FY25	MW Marla Wilson	High	On track 3 days ago	95%	Mar 27	Advanced Enviro...	3209980	572970	FMD2532006	3250578
Bell Tower Elevator - One Time Funding FY25	MW Marla Wilson	High	On track 3 days ago	63%	Mar 27	Davenport, Natio...	3209980	572970	FMD2532000, FM...	3204497
Railyard Safety Improvements/Alcaldesa Crossing	JH Josh Bohlman	High	No recent updates	36%	Sep 19, 2023 – Jan 30, 2026	TBD	TBD	TBD	TBD	TBD
MEG Re-Roof - One Time Funding FY24	JH Josh Bohlman	High	Complete Dec 16, 20...	96%	Nov 18, 2024 – Dec 25, 2025	National Roofing...	3459981	572970	SSD2534501	3204494, 3203819
Fire Station #5 Storage Building - One Time Funding FY24	JD John Dillon	High	No recent updates	41%	Dec 31	AnchorBuilt	3209980	572970	FMD2532008	3260038
General Contracting ITB	SB Sam Burnett	High	No recent updates	100%	Jun 1, 2025	Multiple	Various	Various	Various	Various
City Hall - Council Chambers Remodel (Design)	JM Jane Mathews	High	On track 3 days ago	53%	Jul 31	Woven	TBD	TBD	TBD	TBD
Teen Center Expansion (Design)	JM Jake Martinez	High	On track 3 days ago	72%	Apr 1, 2024 – Mar 31, 2026	Studio Southwest...	3209980	575960	FA183200T	3250132
City Hall Elevator Modernization	CY Caryn Grosse	High	On track 3 days ago	93%	May 13, 2025 – Mar 13, 2026	US Electrical	3209980	572970	FMD2532009	3260053
Agape House (AKA Pete's Place) Renovation	AN Anthony	High	No recent updates	16%	Oct 31, 2025	Multiple	TBD	TBD	TBD	TBD
Southside Transit Station - Phase 1: Site Construction	JM Jane Mathews	High	On track 3 days ago	11%	Nov 26, 2025 – Jun 27, 2026	Huitt-Zollars	TBD	TBD	TBD	TBD
Main Library 2.0 - Design	JM Jane Mathews	High	On track 3 days ago	61%	Jun 1, 2027	Woven Architectu...	3209980	572960	PWD2532034	3250438
City Hall - Building Hardening (Assessment Mgm't)	JM Jane Mathews	High	On track 3 days ago	64%	Apr 24	Woven Architectu...	3650432	572900	FMD2532009	N/A
CARLOS ORTEGA OFFICE BUILDING 2.0 (Construction)	JM Jane Mathews	Medium	On track 3 days ago	21%		Multiple	TBD	TBD	TBD	TBD
WAREHOUSE 21	JD John Dillon	Medium	No recent updates	0%		Multiple	Multiple	Multiple	Multiple	Multiple
BRAIN Grid Modernization 2.0	CY Caryn Grosse	Medium	On track 3 days ago	77%	May 30, 2024 – Mar 27, 2026	EMNRD, PPC/Gri...	3209980	572960	PWD2532021	3250276

Project Manager Portfolio

PM									 Share Workflow	
 Marlisa Wilson ★ ○ Set status										
List Timeline Dashboard Progress Workload Messages +										
+ Add work ▼									Filter Sorts: 1 Group Options Q	
Name	Priority ↑	Status	Due date	Contractor	Organization	Object	PLID#	Munis #		
 Furniture Request- Public Works Director	High	○ No recent updates								
 G3 Cooling Tower	High	● On track 3 days ago	Jan 21 – Apr 30	Arena Products, B...	5500265, 5500265	570500, 520400	TBD	3250173		
 La Familia- HVAC	High	● On track 3 days ago	Mar 31	TLC	3209980	572970	PWD2532061	TBD		
 Bell Tower Elevator - One Time Funding FY25	High	● On track 3 days ago	Mar 27	Davenport, Natio...	3209980	572970	FMD2532000, FM...	3204497		
 Siler Fuel Station Decommission - One Time Funding FY25	High	● On track 3 days ago	Mar 27	Advanced Enviro...	3209980	572970	FMD2532006	3250578		
 City Hall- Window Replacement	High	● On track 3 days ago	Dec 11, 2025 – Mar 13, 2026	Discount Auto Gl...	3650432	572500	TBD	TBD		
 City Hall-Door Lock Replacement	High	● On track 3 days ago	Mar 31	HEI/TBA	3209980	572970	FMD2532009	TBD		
 City Hall - Wayfinding Signage	Medium	● On track 3 days ago	Mar 31	Century Signs	3209980	572970	FMD2532009	TBD		
 City Hall - Front Doors/Hardening	Medium	● On track 3 days ago	Mar 31	Woven Architectu...	3209980	572970	FMD2532009	TBD		
 Finish and Furniture Standards	Medium	● On track 3 days ago	Friday	Wilson	3650433	572960	FMD2536501	TBD		
 GCCC Stucco - One Time Funding FY25	Medium	● On track 3 days ago	Mar 31	Davenport	3209980	572970	FMD2532001	3204497		
 AFGP Spend Down- 2026	Low	● On track 3 days ago	Jul 31	AFPG	1000435	510310	TBD	3204456		
 SFPD Front and Back Lot	Low	● On track 3 days ago		GM Emulsion	1000310	520100	N/A	3250626		
 Municipal Court-spend down grant funds	Low	● On track 3 days ago	Jun 30	Sol Solutions, B&...	3209980	572970	N/A	3250516		
 La Familia Re-Roof	Low	● On track 3 days ago	Mar 20	National	3209980	572970	PWD2532061	3204494		
 Monthly Facilities + Recreation Meeting	Low	● On track 3 days ago		not applicable	N/A	N/A	N/A	N/A		

FMD Project Template

Admin > Lisa Kahahane

FMD Template 2025 ☆ ○ Set status

Overview **List** Board Timeline Dashboard Calendar Workflow Messages Files +

+ Add task ▾

Filter ↑↓ Sort Group Options Q

Name	Assignee	Due date	Blocked	Blocked by	Blocking	S
▼ Initiating						
✓ Background Information					Stakehold... FS	
⌄ Stakeholder Information			Blocked	Backgrou... FS	Scope of ... FS	
⌄ Scope of Work			Blocked	Stakehold... FS	Available ... FS	
⌄ Available Funding			Blocked	Scope of ... FS	Funding S... FS	
⌄ Funding Source			Blocked	Available ... FS	Project Le... FS	
⌄ Project Ledger ID (PLID)			Blocked	Funding S... FS	Budgetary... FS	
⌄ Budgetary Estimate			Blocked	Project Le... FS	Project Ini... FS	
⌄ Project Initiation Complete			Blocked	Budgetary... FS	Hori... FS Wag	
Add task...						
▼ Procurement						
⌄ Horizons & Purchasing Determinations			Blocked	Project Ini... FS	Procurem... FS	
⌄ Wage Rate Decision			Blocked	Project Ini... FS	Procurem... FS	
▶ ⌄ Procurement Solicitation 12			Ready	Hori... FS Wag	Procurem... FS	
▶ ⌄ Procurement Development / Contracting 14			Blocked	Procurem... FS	Draft Purc... FS	

Project Example

PM > Marlisa Wilson

Siler Fuel Station Decommission - One Time Funding FY25 On track

Overview **List** Board Timeline Dashboard Calendar Workflow Messages **Files**

+ Add task

Filter Sort Group Options

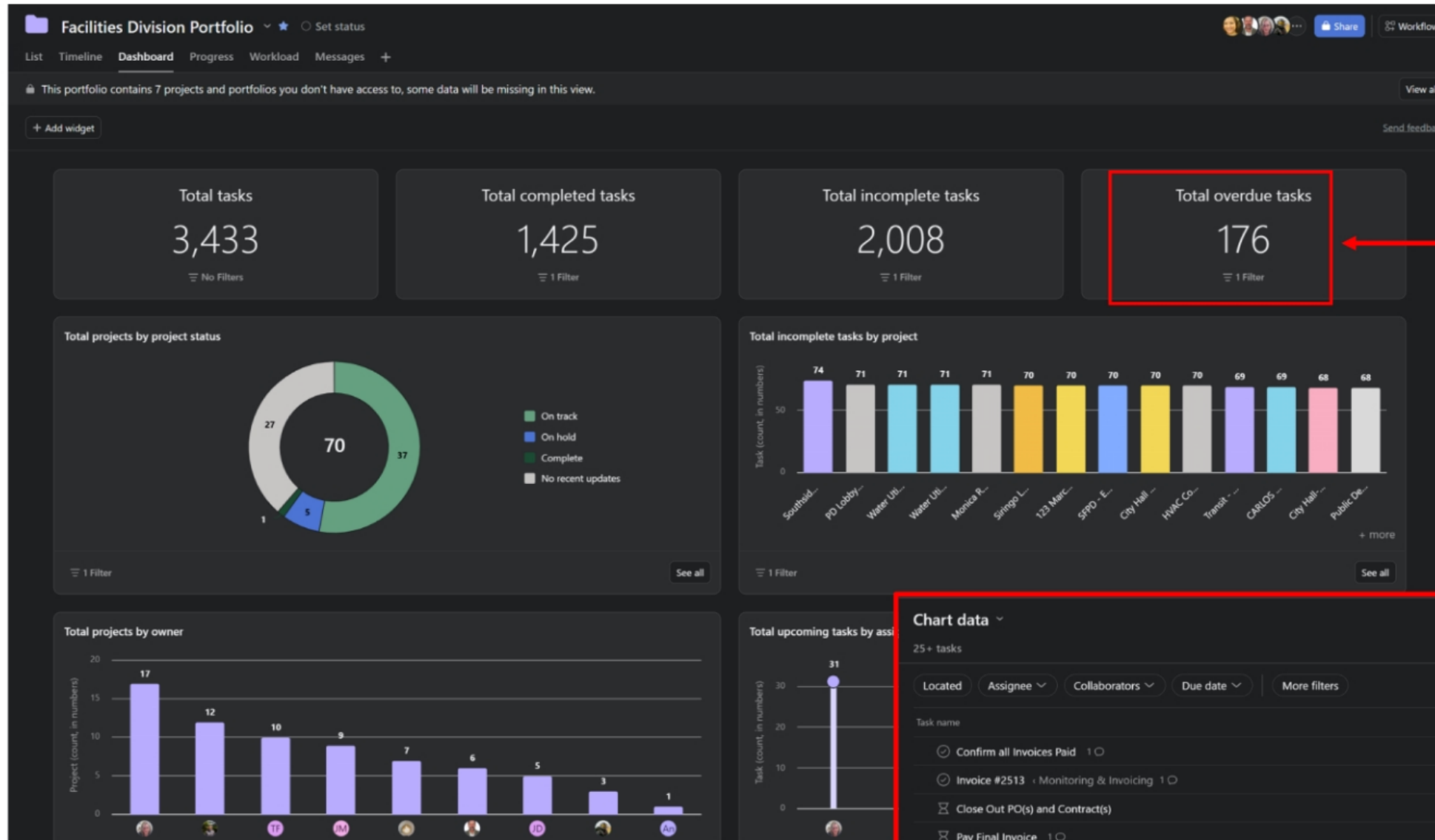
Name	Assignee	Due date	Completed on	Blocked	Blocked by	Blocking	Stage
Route Packet for Interim Sign				Ready			Complete
Upload Packet to OpenGov for Purchasing Review and Routing	Elizabeth L K...	Jan 6 - 7	Jan 6	Ready			Complete
Add Signed Packet to CivicPlus Agendas (PWUC, Finance, BG)	Elizabeth L K...	Jan 8 - 13	Jan 9	Ready			Complete
Send Calendar Invites	Elizabeth L K...	Jan 8 - 13	Jan 9	Ready			Complete
Upload Executed Amend No. 1 Packet to MUNIS	Elizabeth L K...	Feb 6	Feb 6	Ready			Complete
Purchasing POSTED Amend No. 1	Elizabeth L K...	Feb 6 - 10	Feb 10	Ready			Complete
Monitoring	Marlisa Wilson	Dec 5, 2025	Nov 14, 2025	Ready		Constru... FS	Complete
NMED-documents etc.	Marlisa Wilson	Feb 13	Feb 5	Ready			Complete
Construction Complete	Marlisa Wilson	Feb 13	Feb 11	Ready	Monitor... FS	Final Wa... FS	Complete

Add task...

Closeout

Final Walk-Through	Marlisa Wilson	Feb 13	Feb 12	Ready	Constru... FS	Schedul... FS	Complete
Schedule 11-Month Walk Through	Marlisa Wilson	Oct 30	Nov 26, 2025	Ready	Final Wa... FS	Obtain ... FS	Complete
Obtain O&M Manuals, Warranty Information, Etc, and Place in Project Fold	Marlisa Wilson	Feb 27	Feb 5	Ready	Schedul... FS	Pay Fina... FS	Complete
Pay Final Invoice	Marlisa Wilson	Feb 27	Feb 16	Ready	Obtain ... FS	Update ... FS	Complete
Update Asset Planner Information	Marlisa Wilson	Feb 27	Feb 11	Ready	Pay Fina... FS	Confirm... FS	Complete
Confirm all Invoices Paid	Marlisa Wilson	Friday	Feb 27	Ready	Update ... FS	Close Out... FS	In Process
Close Out PO(s) and Contract(s)	Marlisa Wilson	Friday		Blocked	Confirm... FS	Closeout ... FS	Pending
Closeout Complete	Marlisa Wilson	Friday		Blocked	Close Out... FS		Pending

Reporting – Portfolio Dashboard & Chart Data



High-Level Data
&
Granular Detail

Chart data

25+ tasks

Located Assignee Collaborators Due date More filters

Task name	Assignee	Due date	Projects
Confirm all Invoices Paid 1	Caryn Grosse	Yesterday	City Hall Elevator Modernization
Invoice #2513 - Monitoring & Invoicing 1	Jane Mathews	Yesterday	
Close Out PO(s) and Contract(s)	Caryn Grosse	Yesterday	Kitchen Angels Fire System Up...
Pay Final Invoice 1	Caryn Grosse	Mar 6	Kitchen Angels Water Heater ...
Confirm all Invoices Paid	Caryn Grosse	Mar 6	Kitchen Angels Fire System Up...
Planning & Design Complete	Marisa Wilson	Mar 6	City Hall - Wayfinding Signage
Development Review Committee 5	Marisa Wilson	Mar 6	City Hall - Wayfinding Signage
90% Design - Construction Documents	Marisa Wilson	Mar 6	City Hall - Wayfinding Signage



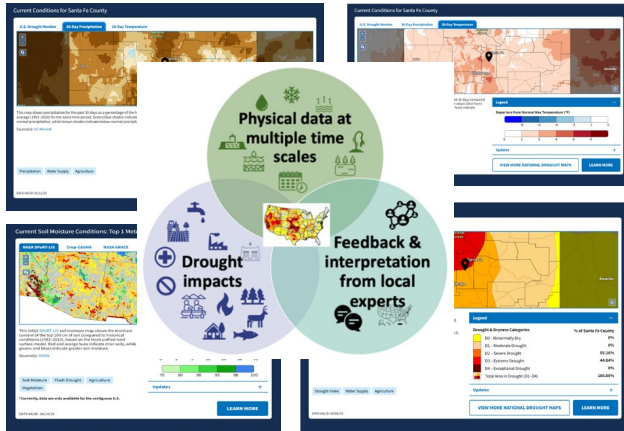
Integrated Facilities Management



Water Resource Indicator (WRI)

WRI Components

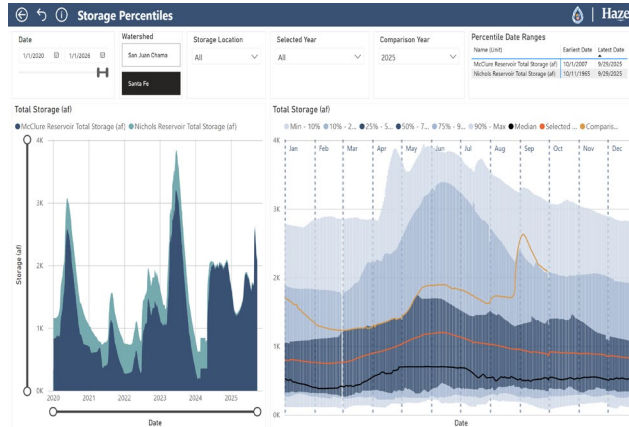
1. U.S. Drought Monitor 30% Captures Regional Conditions & Expert Analysis



Drought Monitor Conditions for Santa Fe County

- Precipitation & Weather Data
- Soil Moisture & Evapotranspiration
- Regional Streamflow & Hydrologic Conditions
- Temperature & Atmospheric Drivers
- Local Expert Reports & Impact Data
- **Does not project or forecast**

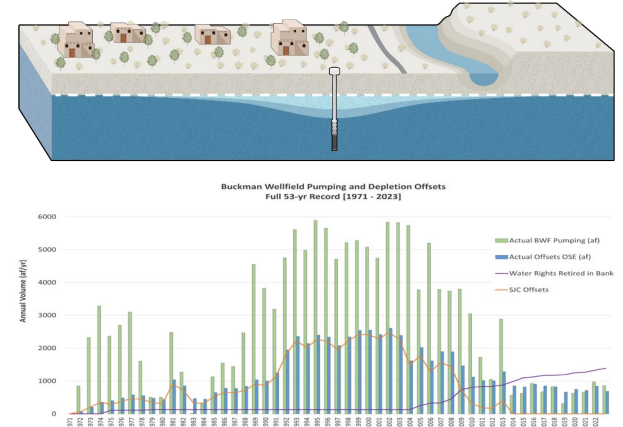
2. Surface Water 30% Captures Reliability & Seasonal Flows



Surface Water Considerations

- Current Reservoir Levels (SJC & Native)
- BDD and Canyon Road Production Capacities
- Historical Production Demand (Past 5 years)
- Permit Constraints

3. Groundwater 40% Captures Sustainable Use & Longer Trends

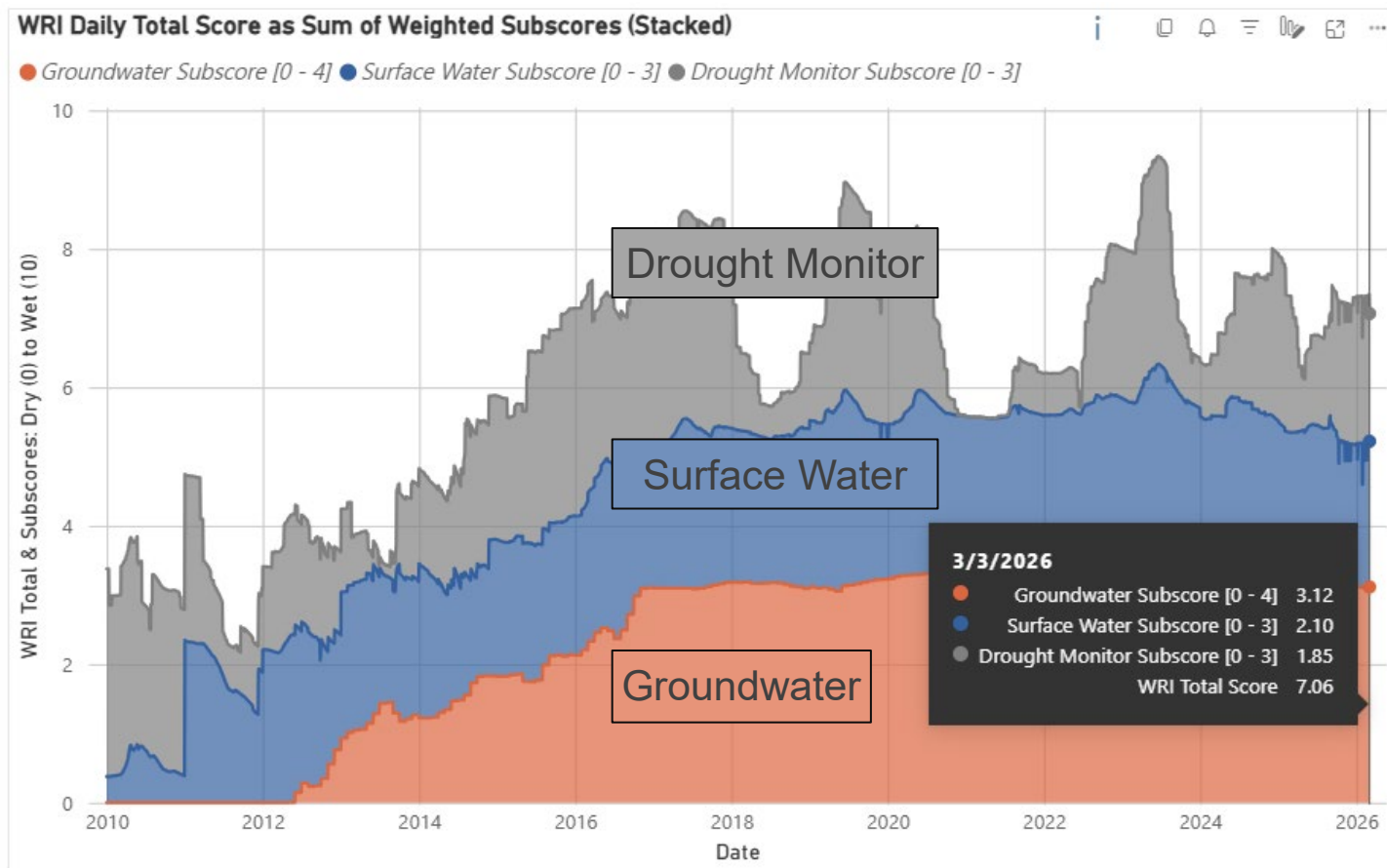


Groundwater Considerations

- BWF Trailing Avg Pumping Rates (Past 10 years)
- CWF Trailing Avg Pumping Rates (Past 3 years)
- Historical Production Demand (Past 5 years)
- Current Delivery Capacities



Water Resources Indicator



Current Daily WRI = 7.06

WRI is our tool to evaluate seasonal outlook. It shows:

1. Drought score is still favorable
2. We have enough surface water in storage
3. Groundwater is available as needed

*Note:

WRI score here is slightly lower than actual.

Nichols Reservoir was drained in July 2024 and is now 80% full, but reservoir level instrumentation is not yet installed.

WRI Dashboard



Water Resources Indicator (WRI)



Data Date Range

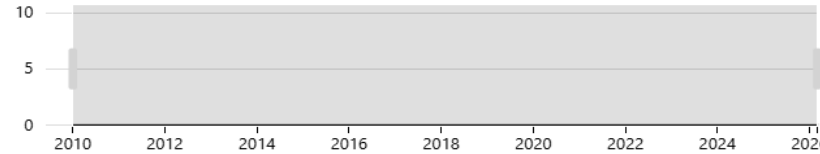
1/1/2010

3/11/2026

Data Valid: 3/3/2026

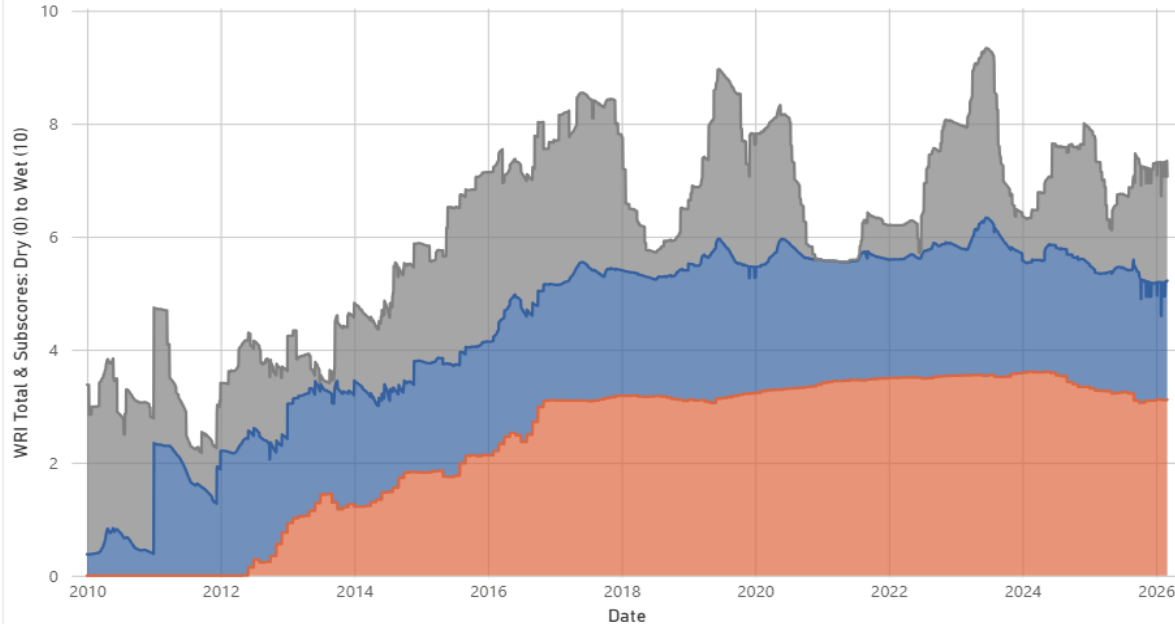
Current WRI: 7.25

WRI Time Slider

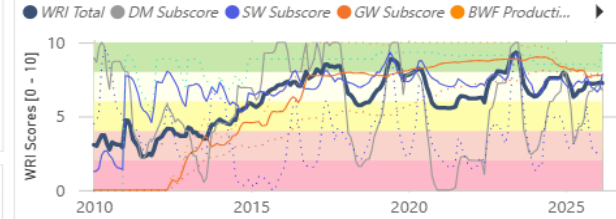


WRI Daily Total Score as Sum of Weighted Subscores (Stacked)

Groundwater Subscore [0 - 4] Surface Water Subscore [0 - 3] Drought Monitor Subscore [0 - 3]



WRI Monthly Unweighted Scores (All Components) [0 - 10]



WRI Monthly Average Scores (All Components) Unweighted [0 - 10]

Date Monthly	WRI Total	GW Subscore	SW Subscore	DM Subscore
3/1/2026	7.25	7.79	7.84	6.79
2/1/2026	7.29	7.76	6.87	7.19
1/1/2026	7.23	7.79	6.65	7.19
12/1/2025	7.22	7.74	6.85	6.63
11/1/2025	7.19	7.74	6.94	6.61
10/1/2025	7.24	7.65	7.23	6.76
9/1/2025	7.29	7.75	7.74	6.70
8/1/2025	6.88	8.07	7.36	4.45
7/1/2025	6.74	8.12	7.28	4.34
6/1/2025	6.74	8.10	7.39	4.25
5/1/2025	6.46	8.06	7.26	3.14
4/1/2025	6.31	8.17	7.01	3.13
3/1/2025	7.04	8.18	6.93	5.93
2/1/2025	7.37	8.19	6.94	6.24
1/1/2025	7.85	8.29	7.14	7.42
12/1/2024	7.94	8.35	7.39	7.16
11/1/2024	7.60	8.35	7.54	6.71
10/1/2024	7.59	8.47	7.49	6.61
9/1/2024	7.59	8.57	7.52	6.50



END

Regular Meeting of the Public Works and Utilities Committee
March 2, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES

1. Call to Order

The Regular Meeting of the Public Works and Utilities Committee was called to order by Councilor Amanda Chavez at 5:01 PM, on Monday, March 2, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT

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

OTHER PARTICIPANTS ATTENDING

Jesse Roach, Interim Public Utilities Department Director
Nancy Jimenez, Public Utilities Billing and Administration Division Director
Amanda Britt, Contracts Administrator
Evangeline Tso-Olivas, Public Utilities Manager
Scott Ouderkirk, Interim Fire Chief

3. Approval of Agenda

MOTION A motion was made by Councilor Faulkner, seconded by City Councilor, District 2 Barrett, to Approve.

VOTE The motion Passed on a voice vote.

4. Approval of Consent Agenda

Item 7H of the Agenda was pulled by Councilor Feghali

Item 7I of the Agenda was pulled by Councilor Feghali

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

VOTE The motion Passed on a voice vote.

5. Public Comment

6. Presentations

- a. Public Utilities Department Employee of the Month for February 2026: Amanda Britt, Contracts Administrator, Administration Division. (Nancy Jimenez, Billing and Administration Division Director; nljimenez@santafenm.gov)

7. Action Items: Consent Agenda

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

Committee Review:

Public Works and Utilities Committee: 03/02/2026

Approved on Consent

- b. Request for Approval of a General Service Contract with AAC Construction, LLC for the Replacement and Installation of the Anaerobic Digester Gas Burner in the Total Amount of \$818,085.78 for a 1-Year Term. (P. Fred Heerbrandt, P.E., Engineer Supervisor; pfheerbrandt@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/02/2026

Finance Committee: 03/09/2026

Governing Body Committee: 03/11/2026

Approved on Consent

- c. Request for Approval of Amendment No. 2 to Construction Contract Item #23-0222 with GM Emulsion LLC to Increase the Amount of Compensation by \$10,000,000 for a New Total Compensation of \$20,000,000 Excluding NMGR and Extend the Term to May 14, 2033 for On-Call Roadway and Trails Construction Services. (Sam Burnett, Interim Public Works Department Director; jsburnett@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/02/2026

Finance Committee: 03/09/2026

Governing Body: 03/11/2026

Approved on Consent

- d. Request for Approval of Amendment No. 2 to Construction Contract Item #23-0221 with Espanola Mercantile Company DBA EMCO of Santa Fe LLC to Increase the Amount of Compensation by \$10,000,000 for a New Total Compensation of \$20,000,000 Excluding NMGR and Extend the Term to May 14, 2033 for On-Call Roadway and Trails Construction Services. (Sam Burnett, Interim Public Works Department Director; jsburnett@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/02/2026

Finance Committee: 03/09/2026
Governing Body: 03/11/2026

Approved on Consent

- e. Request for Approval of Amendment No. 2 to Construction Contract Item #23-0224 with GME General Building LLC to Increase the Amount of Compensation by \$10,000,000 for a New Total Compensation of \$20,000,000 Excluding NMGR and Extend the Term to May 14, 2033 for On-Call Roadway and Trails Construction Services. (Sam Burnett, Interim Public Works Department Director; jsburnett@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/02/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

Approved on Consent

- f. Request for Approval of Amendment No. 2 to Construction Contract Item #23-0223 with JDR & Associates LLC to Increase the Amount of Compensation by \$10,000,000 for a New Total Compensation of \$20,000,000 Excluding NMGR and Extend the Term to May 14, 2033 for On-Call Roadway and Trails Construction Services. (Sam Burnett, Interim Public Works Department Director; jsburnett@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/02/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

Approved on Consent

- g. Request for Approval of Amendment No. 1 to Item #25-0480 with Financial Consulting Solutions Group Inc. to Increase the Compensation by \$81,075.71 for a New Total Contract Amount of \$1,316,488.25 Including NMGR for Financial Management On-Call Services. (Sean Moody, Capital Projects Manager; sxmoody@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/02/2026
Finance Committee: 03/09/2026
Governing Body: 03/11/2026

Approved on Consent

- h. Request for Approval of Professional Services Contract with Public Consulting Group for Consulting to Develop, Implement and Support the Fire Department's Participation in Medicaid Ambulance Supplemental Payment Program in the Total Amount of \$1,800,000 Excluding NMGR for a Term of

Four-Years. (Scott Ouderkirk, Interim Fire Chief; slouderkirk@santafenm.gov, Mario D. Risso, Assistant Fire Chief; mdrisso@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate \$450,000 From Existing General Fund Cash Balances to Pay for Year One, Which Also Includes a 14% Contingency Fee the City of Santa Fe Pays to Public Consulting Group.

Committee Review:

Public Works and Utilities Committee: 03/02/2026

Public Safety Committee: 03/17/2026

Finance Committee: 03/09/2026

Governing Body: 03/11/2026

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

VOTE The motion Passed on a roll call vote.

Chair Councilor Amanda Chavez — yes

Councilor Elizabeth Barrett — yes

Councilor Paul Bustamante — yes

Councilor Patricia Feghali — yes

Councilor Pilar Faulkner — yes

- i. Request for Approval of a Budget Amendment Resolution (BAR) to Increase Professional Contracts in the Total Amount of \$199,137 to Fund the New Mexico Ambulance Supplemental Payment Program. (Scott Ouderkirk, Interim Fire Chief; slouderkirk@santafenm.gov, and Mario D. Risso, Assistant Fire Chief; mdrisso@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/02/2026

Public Safety Committee: 03/17/2026

Finance Committee: 03/09/2026

Governing Body: 03/11/2026

MOTION A motion was made by City Councilor, District 1 Feghali, seconded by Councilor Faulkner, to Approve.

VOTE The motion Passed on a roll call vote

Chair Councilor Amanda Chavez — yes

Councilor Elizabeth Barrett — yes

Councilor Paul Bustamante - yes

Councilor Patricia Feghali — yes

Councilor Pilar Faulkner — yes

- j. Request for Approval of a Lease Agreement with Avis Budget Car Rental, LLC to Operate Car Rental Services at the Santa Fe Regional Airport in the Amount of \$49,914.20 for the First Year with a 2.5% Yearly Increase for an Initial Term of Five Years and Two Option Terms of Five Years Each. (Jimmy Gunn, Interim Santa Fe Regional Airport Director; jdgunn@santafenm.gov, Terry Lease, Asset Development Manager; tlease@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/02/2026

Financy Committee: 03/09/2026

Governing Body: 03/11/2026

Approved on Consent

- k. Request for Approval of a Lease Agreement with The Hertz Corporation, dba Hertz Rent A Car and Dollar Rent A Car to Operate Car Rental Services at the Santa Fe Regional Airport in the Amount of \$51,570.20 for the First Year with a 2.5% Yearly Increase for an Initial Term of Five Years with Two Option Terms of Five Years Each. (Jimmy Gunn, Interim Santa Fe Regional Airport Director; jdgunn@santafenm.gov, Terry Lease, Asset Development Manager; tlease@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/02/2026

Finance Committee: 03/09/2026

Governing Body: 03/11/2026

Approved on Consent

- l. Request for Approval of a Lease Agreement with EAN Holdings dba Enterprise Rent-a-Car to Operate Car Rental Services at the Santa Fe Regional Airport in the Amount of \$48,762.20 for the First Year with a 2.5% Yearly Increase for an Initial Term of Five Years with Two Option Terms of Five Years Each. (Jimmy Gunn, Interim Santa Fe Regional Airport Director; jdgunn@santafenm.gov, Terry Lease, Asset Development Manager; tlease@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 03/02/2026

Finance Committee: 03/09/2026

Governing Body: 03/11/2026

Approved on Consent

- m. CONSIDERATION OF RESOLUTION NO. 2026-____. (Mayor Michael Garcia, Councilor Lee Garcia, and Councilor Pilar Faulkner)
A Resolution Supporting the Placement of the Remnants of the Soldiers' Monument in the New Mexico History Museum on a Temporary Basis; Authorizing the City Manger to Work with State Officials to Enter into a Temporary Loan Agreement. (Marci Eannarino, Legislation and Policy

Innovation Manager; maennarino@santafenm.gov; Christine Spiers, Legislative Coordinator; cmspiers@santafenm.gov; Palmer Anderson, Policy Analyst; pcanderson@santafenm.gov)

Committee Review:

Governing Body (Introduced): 02/25/2026

Public Works and Utilities Committee: 03/02/2026

Quality of Life Committee: 03/04/2026

Finance Committee: 03/09/2026

Governing Body: 03/11/2026

Approved on Consent

- n. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Amanda Chavez)

A Resolution Authorizing City of Santa Fe Representatives and Agents to Sign Agreements and Requests for Payment Regarding New Mexico Department of Transportation, for Grant Agreement Control Number C5243320 to Acquire Rights of Way to Plan, Design, and Construct Road and Spine Infrastructure Extensions to Paseo Del Sol Per the Tierra Contenta Master Plan for Affordable Housing in Santa Fe County. (Carol Swenson, Public Works Business Operations Manager; ycswenson@santafenm.gov)

Committee Review:

Governing Body (Introduced): 02/25/2026

Public Works and Utilities Committee: 03/02/2026

Finance Committee: 03/09/2026

Governing Body: 03/11/2026

Approved on Consent

- o. CONSIDERATION OF BILL NO. 2026-02. ADOPTION OF ORDINANCE NO. 2026-____. (Mayor Michael Garcia)

A Bill Amending SFCC 1987, Section 11-13 to Expand Exemptions Permitted by NMSA 1978, Sections 13-1-98 Through 13-1-98.2, Including Certain Purchase Types and Legal Service Types; Adding Exemptions for Certain Prepayment Required Items, Not Exceeding \$100,000 and for Lobbying Services Representing the City of Santa Fe's Interests; Requiring the Procurement Manual to be Adopted by Resolution; Establishing an Eight-Year Maximum Term for Professional Service Contracts; Authorizing the Chief Procurement Officer to Approve Purchase Orders and to Approve the Use of Requests for Applications; Adopting Construction Manager at Risk Delivery Method Procedures; Modifying Certain Amounts Listed in NMSA 1978, Section 13-1-125; Authorizing the City Manager to Approve Contract Amendments that Do Not Materially Alter the Scope of Work. (Travis Dutton-Leyda, Purchasing Officer; tkduttonleyda@santafenm.gov)

Committee Review:

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

Approved on Consent

8. Action Items: Discussion Agenda

9. Executive Session

10. Matters from Staff

11. Matters from the Committee

Councilor Pilar Faulkner will be having a Birthday Party at 6:00 PM at Boxcar

Councilor Elizabeth Barrett announced that Comunidad de Colores will be having a fundraiser on Saturday at 4:00 PM at Backroads Pizza

12. Matters from the Chair

13. Next Meeting: Monday, March 16, 2026

14. Adjourn

Meeting Adjourned at 5:13 PM

Liaison

Chair



Michael J. Garcia, Mayor

Date: March 10, 2026

To: Mayor Michael J. Garcia and Governing Body
Public Works & Utilities and Finance Committees

Via: Brian J. Moya, Interim City Manager BM

From: Jimmy Gunn, Interim Director, Santa Fe Regional Airport JG
Terry Lease, Manager, Asset Development TL

Subject: Lease Agreement Between City of Santa Fe and Mark A. Lopez Development, Inc.

ITEM AND ISSUE:

The Santa Fe Regional Airport respectfully requests your review and approval of a lease agreement between the City of Santa Fe (Santa Fe Regional Airport) and Mark A. Lopez Development, Inc., dba Signature Santa Fe; (Jimmy Gunn, jdgunn@santafenm.gov; Terry Lease, tjlease@santafenm.gov).

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. Lessor allows Lessee the following "Premises": 272 square feet (215 sf Gift Shop and 41 sf Hallway Display Space) of space in the Terminal, for use as a Retail Gift Shop and Hallway Display space, identified as Suite 628.

The initial term of the proposed Lease is five (5) years, with two (2) option terms of five (5) years each. The base rent shall be \$6,734.72 per year (\$561.23 per month) and shall escalate at 2.5% per year, plus a Gross Receipts Fee of twelve percent (12%).

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

***** SOURCE/REVENUE: ☐Expense ☒Revenue

Munis Org Name/Number: 5456050

Munis Object Name/Number: 460150

City Council

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

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

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

Jamie Cassutt, District 4
Amanda Chavez, District 4

Budget Officer / Designee: Andy Hopkins Date: 03/11/2026
Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

**LEASE AGREEMENT BETWEEN
THE CITY OF SANTA FE AND MARK A. LOPEZ DEVELOPMENT, INC.**

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 charter municipality organized under the laws of New Mexico (“City” or “Lessor”) and MARK A. LOPEZ DEVELOPMENT, INC., a New Mexico corporation, dba Signature Santa Fe (“Lessee”), collectively the “Parties.”

WHEREAS, 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, the City operates a terminal building on the Airport known as Santa Fe Regional Airport Terminal (“Terminal”), located on the Airport at the end of Aviation Drive, Santa Fe, New Mexico for the purpose of providing safe and reliable air transportation services and supporting travel amenities; and

WHEREAS, on October 15, 2025 the City issued a Terminal Retail Concession Application, which was a competitive process to acquire an “Operator” to lease and operate a boutique-style retail concession located post-security in the Terminal; and

WHEREAS, Lessee submitted an application to the Terminal Retail Concession Application solicitation, and the Evaluation Committee subsequently selected Lessee as the Operator for the retail concession based on the cumulative score on the evaluation criteria; and

WHEREAS, the City desires to lease a portion of the Terminal to Lessee for the purpose of operating a boutique retail gift shop to patrons of the Airport.

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

Lessor allows Lessee to use, occupy, and develop, subject to the terms and conditions of this Lease Agreement, the following (collectively the "Premises."):

- a. 272 square feet (215 sf Gift Shop and 41 sf Hallway Display Space) of space in the Terminal for use as a Retail Gift Shop and Hallway Display spaces ("**Retail Terminal Space**") identified as Suite 628 and shaded in green on **Exhibit A** of this Lease Agreement.
- b. Included in the Premises are;
 - i. 16 square feet in the Terminal in front of the restroom foyer identified as area 139 for the placement of one vending machine ("**Vending Machine Terminal Space**") and is shaded in green on **Exhibit A1** of this Lease Agreement.
 - ii. 25 square feet in the Terminal Front Lobby space identified as area 128 for the placement of one vending machine ("**Vending Machine Front Lobby Terminal Space**") and is shaded in green on **Exhibit A2** of this Lease Agreement.
 - iii. "i" and "ii" totals 41 square feet and collectively are referred to as "**Vending Machine Terminal Spaces.**"
- c. The installation, location and maintenance, at Lessee's sole cost and expense, of identifying signs in the Premises shall be subject to the prior written approval of the Airport Manager, which approval shall not be unreasonably withheld, conditioned, or delayed. The general type and design of such signs shall be harmonious and in keeping with the pattern and decor of the Airport.
- d. 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 Effective Date. The term of this Lease Agreement shall be five (5) years ("Initial Term") with two (2) Option Terms of five (5) years each.
- b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and approval or denial of any Option Term shall be at Lessor's sole discretion. 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, and such tenancy shall continue until terminated by City or Lessee with at least a 30-day prior written notice of intent to terminate such tenancy. 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. Base Rent. Lessee shall pay Base Rent as follows:
 - i. First year Monthly Rent for the Retail Terminal of \$476.63 per month (\$5,719.56 per year) based on \$24.76 per square foot per year as provided for in the Terminal Retail Concession Application.
 - ii. First year Monthly Rent for the Vending Machine Terminal Spaces of \$84.60 per month (\$1,015.16 per year) based on \$24.76 per square foot per year.
 - iii. Total first year Monthly Rent shall be \$561.23 (\$6,734.72 per year).
- b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and approval or denial of any Option Term shall be at Lessor's sole discretion. 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. Payment of Rent. Rent is due on the Effective Date and thereafter due in full on the first day of each month.
- d. Increase in Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the attached Rent Schedule.
- e. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached as **Exhibit B**.
- f. Gross Receipts Fee. Lessee agrees to remit to Lessor a "Concession Fee" as follows:
 - i. Twelve Percent (12%) of all gross receipts initiated at the Airport.
 - ii. All records, accounts, books, receipts and data on business activities shall be subject to inspection and audit by Lessor or Lessor's contractor. If an audit reveals a discrepancy of more than 5% of the gross receipts reported and the gross receipts determined by an audit for any 12-month period, Lessee shall pay the gross receipts fee on the difference, plus a 15% penalty amount added to the payment. If an audit reveals a discrepancy, Lessee agrees to reimburse Lessor for the cost of the audit or audits.
 - iii. Payment of Gross Receipts Fees. Gross Receipts Payments are due in arrears, based on the prior months' sales, and is payable on the first day of the month following the prior months' sales. Lessee shall submit a detailed statement to Lessor with each Gross Receipts Fee payment.
- a. Lessee shall make all payments to; City of Santa Fe, Finance Department, Accounts Payable Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504. *Lessee to include the Item # listed on the top right of page 1 on all payments.
- b. Penalty for Late 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.

4. USE OF PREMISES

- a. Conditions of Use. Lessee shall use the Premises solely for the purpose of operating boutique retail gift shop patrons of the Airport. The proposed merchandise plan includes, and not limited to, travel essentials, artisan crafts, apparel, jewelry, food and beverage and books and media. Lessee must at all times have the Premises covered with insurance and included in its liquor license to serve liquor.
- b. Guarantee of Service. Lessee shall provide the following:
 - i. Open to serve the public a minimum of 8-hours per day, 7-days per week, 365-days per year.
 - ii. Service for all commercial airline flight passenger arrivals and departures that occur outside of normal daily operating hours.
 - iii. At least one full-time employee on duty during Operating Hours, defined as 90 minutes prior to any scheduled departing flight through the end of boarding for that flight, seven (7) days per week. Lessee may operate additional hours at Lessee's discretion.
- c. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make improvements to the Premises which are required to comply with the City of Santa Fe Land Use Code, which includes the Historic District Development Rules, and other applicable local, state and federal regulations. Lessee shall, upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.
- d. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises. In the event that Lessee fails to remove said trade 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 sell, 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.
- e. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal 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 (§ 10-7 SFCC 1987) (the Pest Management Policy).

5. 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. 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, including and not limited to, snow, ice, debris, mold and standing water.
- e. 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 5. 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 herein.
- f. Repair and maintenance shall be to the sole satisfaction of Lessor, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, City may, at the discretion of the Airport Manager, 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 5 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 5 shall survive the expiration or termination of this Lease Agreement.

6. UTILITIES & SERVICES

- a. Lessee, at Lessee's sole cost and expense, agrees to provide the following:
 - i. Janitorial supplies and services.
 - ii. Phone, internet and related services.
- b. Lessor, at Lessor's sole cost and expense, agrees to provide the following:
 - i. All gas, electricity, water, sanitary sewer service and refuse disposal services.
 - ii. Pest control services.
 - iii. Snow removal services.

7. 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.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee without Lessor's consent shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

- a. Property Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and CG 20 37 (completed operations).

Workers' Compensation Insurance with statutory limits, and **Employer's Liability insurance** with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.

- b. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

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.

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. Either Party may terminate this Lease Agreement with written notice to the other Party at least ninety (90) days prior to the 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;
 - ii. Alterations, improvements or conditions made with Lessor's written approval.

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 another location available at the Airport or in the Terminal 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.
- c. Lessor may tow at Lessee's expense any vehicle owned or rented by Lessee that is not parked in the Ready/Return, Parking Lot, or other area approved in writing by the Airport Manager.

15. RIGHTS OF LESSEE

- a. Lessee shall have the right, but shall not be required:
 - i. 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;
 - ii. 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
 - iii. Of access to and from the Premises, limited to 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 (Use of Premises).

16. 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	To Lessee:	Mark A. Lopez Development, Inc
	Attn. City Manager		Attn. David Montoya
			Project Manager
	P.O. Box 909		1716 2 nd Street
	Santa Fe, NM 87504		Santa Fe, NM 87504

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 Development Manager
P.O. Box 909
Santa Fe, New Mexico 87504

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. AMENDMENT

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

25. 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 the City's Airport Manager or Administrative Manager, 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, the City's Airport Manager shall have the right to increase the Security Deposit to the extent necessary, in the Airport Manager'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 the Airport Manager'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.

26. CONSTRUCTION OF IMPROVEMENTS

- a. 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.
- b. Turnover or Removal of Improvements.
- i. Turnover of Improvements – If Lessor directs that the Improvements be turned over to Lessor at the expiration 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 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, 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 on the Premises used or stored by Lessee must be removed prior to the expiration or termination of this Lease Agreement, whether or not the Improvements remain on the Premises.

27. 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.

28. 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.

29. 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.
 - iv. 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.

30. 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 may 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.

31. 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.

32. SUBORDINATE 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.

33. CERTIFICATES AND DOCUMENTS INCORPORATED

The following certificates and documents are incorporated herein to the extent they are consistent with the terms and conditions of this Lease Agreement.

- i. The City Terminal Retail Concession Application dated October 15, 2025.
- ii. The Terminal Retail Concession Application Proposal submitted by Mark A. Lopez Development, Inc. dated December 3, 2025.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20____.

LESSOR: CITY OF SANTA FE

LESSEE: MARK A. LOPEZ DEVELOPMENT, INC

MICHAEL J. GARCIA, MAYOR

David Montoya
David Montoya (Mar 3, 2026 14:21:45 MST)

DAVID MONTOYA, PROJECT MANAGER

DATE: _____

DATE: Mar 3, 2026

ATTEST:

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

Kevin L. Nault
Kevin L. Nault (Mar 3, 2026 14:23:59 MST)

KEVIN L. NAULT, ASSISTANT CITY ATTORNEY

APPROVED AS TO FINANCE:

ANDREA K. PHILLIPS, INTERIM FINANCE DIRECTOR
Business Unit/Line Item 5456050/460150

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Exhibit A – Premises, Retail Terminal Space - Gift Shop and Hallway Display

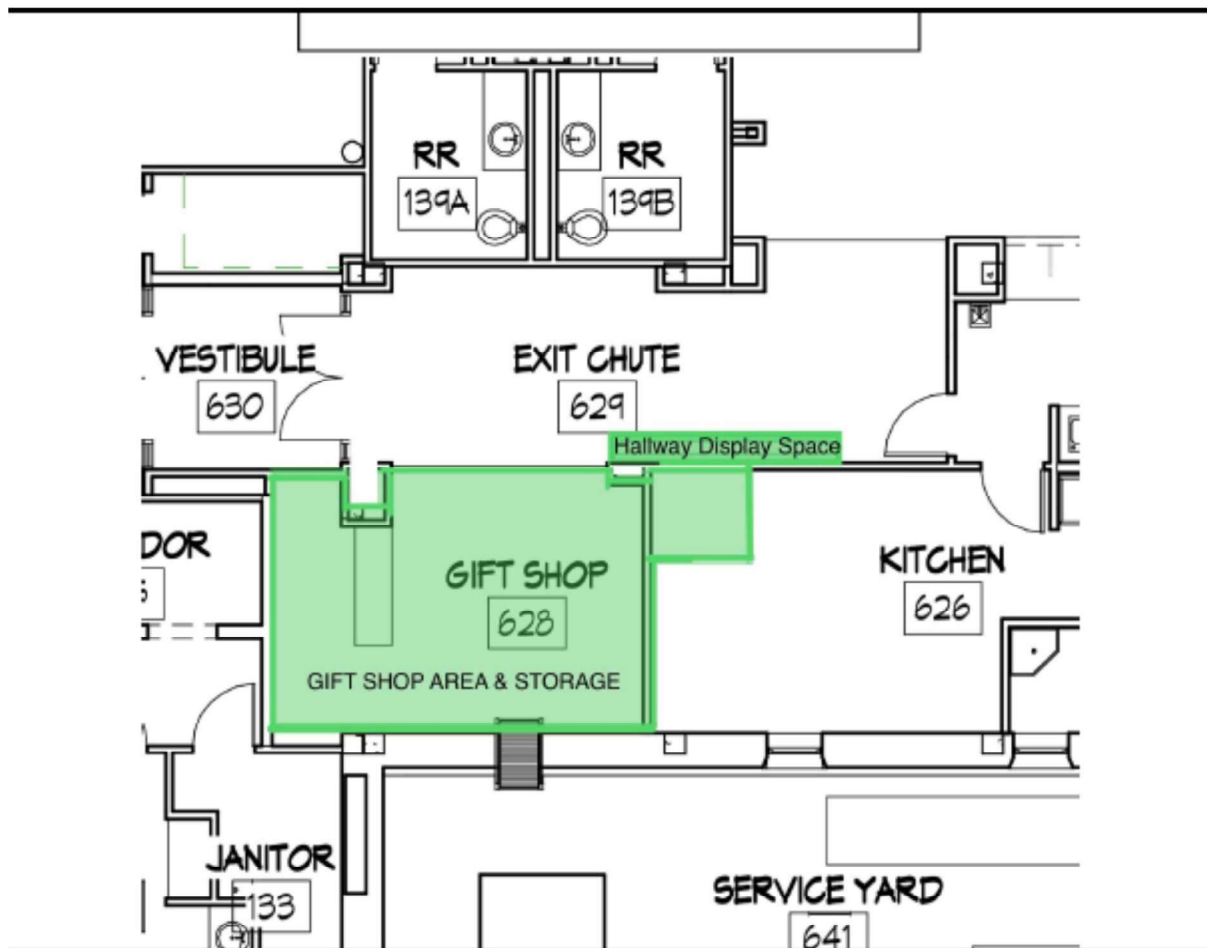


Exhibit A1 – Premises, Vending Machine Terminal Space

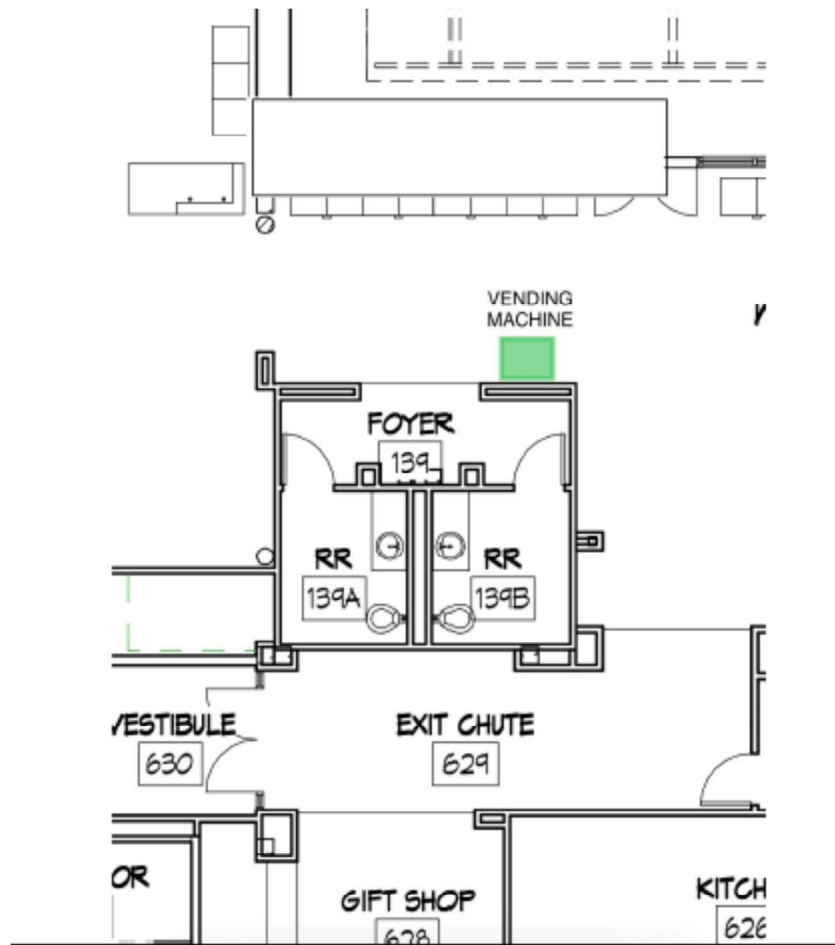


Exhibit A2 – Premises, Vending Machine Front Lobby Terminal Space

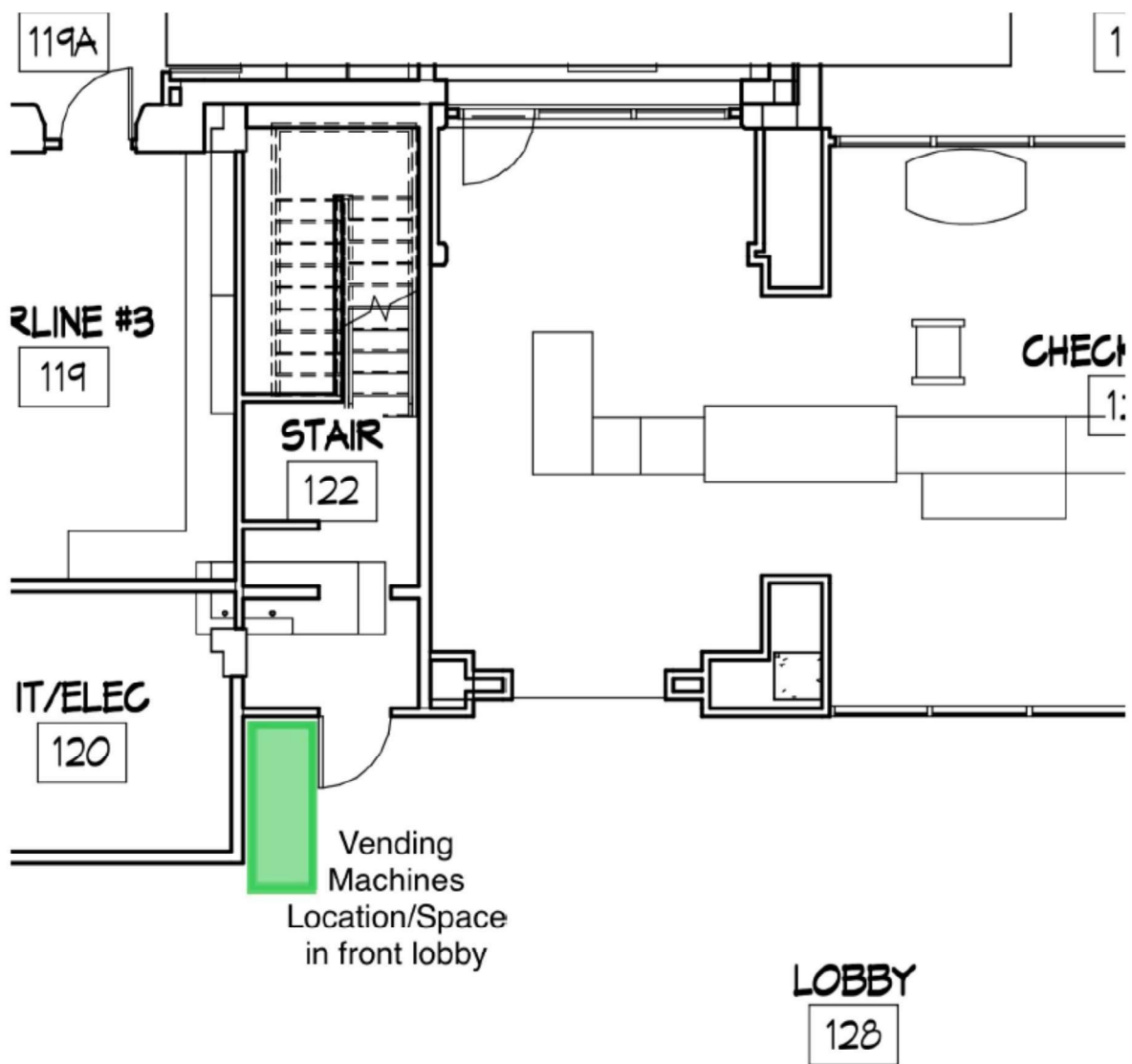


Exhibit B – Rent Schedule

Dates will be revised when contract is awarded.

Option Years	Year	Term Dates		Leasable Square Feet	Total Annual Rent	Escalation	Monthly Rent	Annual Cost per LSF
	1	4/1/2026	3/31/2027	272.00	\$6,734.72		\$561.23	\$24.76
	2	4/1/2027	3/31/2028	272.00	\$6,903.09	2.50%	\$575.26	\$25.38
	3	4/1/2028	3/31/2029	272.00	\$7,075.67	2.50%	\$589.64	\$26.01
	4	4/1/2029	3/31/2030	272.00	\$7,252.56	2.50%	\$604.38	\$26.66
	5	4/1/2030	3/31/2031	272.00	\$7,433.87	2.50%	\$619.49	\$27.33
*	6	4/1/2031	3/31/2032	272.00	\$7,619.72	2.50%	\$634.98	\$28.01
*	7	4/1/2032	3/31/2033	272.00	\$7,810.21	2.50%	\$650.85	\$28.71
*	8	4/1/2033	3/31/2034	272.00	\$8,005.47	2.50%	\$667.12	\$29.43
*	9	4/1/2034	3/31/2035	272.00	\$8,205.60	2.50%	\$683.80	\$30.17
*	10	4/1/2035	3/31/2036	272.00	\$8,410.74	2.50%	\$700.90	\$30.92
**	11	4/1/2036	3/31/2037	272.00	\$8,621.01	2.50%	\$718.42	\$31.69
**	12	4/1/2037	3/31/2038	272.00	\$8,836.54	2.50%	\$736.38	\$32.49
**	13	4/1/2038	3/31/2039	272.00	\$9,057.45	2.50%	\$754.79	\$33.30
**	14	4/1/2039	3/31/2040	272.00	\$9,283.89	2.50%	\$773.66	\$34.13
**	15	4/1/2040	3/31/2041	272.00	\$9,515.98	2.50%	\$793.00	\$34.99
*Option Terms								



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742	CONTACT NAME: PHONE (A/C, No, Ext): 877-308-9663 E-MAIL ADDRESS: info@inszoneins.com	FAX (A/C, No): 916-503-6271
INSURED Mark A Lopez Development Inc PO Box 15184 Santa Fe NM 87592	INSURER(S) AFFORDING COVERAGE INSURER A : United Fire & Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 13021

License#: 0F82764
MARKALO-02**COVERAGES****CERTIFICATE NUMBER:** 1691118704**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			60395148	9/3/2025	9/3/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			60395148	9/3/2025	9/3/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	equipment floater			60395148	9/3/2026	9/3/2027	Scheduled equipment 365,000 Unscheduled equipment 10,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Santa Fe
PO Box 909
Santa Fe NM 87504-0909

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

AUTHORIZED REPRESENTATIVE

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City of Santa Fe, New Mexico

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

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- **Property management (rent collection, property maintenance, etc.)**
 - Recycling/disposal/litter pickup service
 - Retreat and workshop planning, conduct, coordination, etc.
 - Security/armored car services
 - Shop welding/metal fabrication service
 - Software as a Service
 - Steam cleaning, high pressure washing, parts cleaning service
 - Studio photography service (does not include portrait painting)
 - Telephone interview service (conduct of survey using prescribed survey instrument)
 - Towing service
 - Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
 - Training – when offered as a regular course by an institution (such as a college or university)
 - Travel service — air, surface, water
 - Videotaping and recording service
 - Warehouse dry/cold storage rental service
 - Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

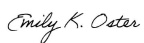
- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025

Signature: Terry Lease
Terry Lease (Mar 10, 2026 14:46:01 MDT)
Email: tjlease@santafenm.gov

Signature: 
Email: jdgunn@santafenm.gov

Signature: BRIAN MOYA
Email: bjmoya@santafenm.gov



Date: March 11, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Theresa Trujillo, Program Manager

Via: Manuel Sanchez, Senior Services Division Director/ Interim Community Services Department Director

Subject: Intergovernmental Agreement #26-624-4000-0024 A-1

Vendor Name: State of New Mexico Aging & Long-Term Services Department

Munis Vendor Number: 6170

ITEM AND ISSUE:

Community Services Department/Senior Services Division respectfully requests your review and approval of an Amendment 1 to Item number 25-0304 with State of New Mexico Aging and Long-Term Services Department (ALTSD) for Intergovernmental Agreement #26-624-4000-0024 A-1 for State Support to provide volunteer services for the Division of Senior Services Foster Grandparent Program (FGP), Senior Companion Program (SCP), RSVP program and Care Companion Program (CCP), for a term of July 1, 2025, through June 30, 2026, with State of New Mexico Aging & Long-Term Services Department (NMALTSD).

BACKGROUND AND SUMMARY:

Senior Services Division is requesting the approval of the State of New Mexico Aging and Long-Term Services Department Grant Agreement Amendment No. 1 for the Senior Volunteer Programs. The amendment reduction amount for the FGP Program is (\$36,000.00) and the SCP Program is (36,000.00). The attached Intergovernmental Agreement #26-624-4000-0024 A-1 reflects the FY26 decrease appropriations for the two volunteer programs. The amended allocations are as follows: Foster Grandparent Program \$52,208.17 and Senior Companion Program \$121,304.83 for FY26 (July 1, 2025 – June 30, 2026).

Our Foster Grandparent program provides opportunities for our senior volunteers to serve children in classrooms or head starts who have special or exceptional needs, through one-on-one tutoring and mentoring, to maintain or improve the children's health status and psychosocial functioning. Our SCP volunteers shall serve adults, primarily older adults, with physical, emotional and/or mental health limitations, by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life. Our RSVP volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Senior Citizen Grant/Fund 241

Munis Org Name/Number: NM Agency on Aging/490240

Munis Object Name/Number: Senior Volunteer Programs 2410116/Various

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

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was

IGA #26-624-4000-0024 A-1 with NM ALTSD expires on June 30, 2026

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

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

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

Comment/Exceptions: _____

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

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

Comment/Exceptions: _____

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

If yes, what is the issuing agency: _____

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

Comment/Exceptions: _____

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

Project Ledger Number: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

Intergovernmental Agreement #26-624-4000-0024 A-1

Item #25-0304 Intergovernmental Agreement #26-624-4000-0024

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT #26-624-4000-0024 A-1**

THIS Amendment is made and entered into by and between the State of New Mexico, **Aging & Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Santa Fe** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

PURPOSE OF THE AMENDMENT:

- **To correct Attachment 1 Scope of Work, Part 5, Subsection d, item i. To reduce number of VSYs, minimum number of hours, and compensation**
- **To correct Attachment 1 Scope of Work, Part 5, Subsection d, item ii. To reduce number of VSYs, minimum number of hours, and compensation**
- **To correct Section 2 Compensation, line 4, reference from 'Attachment 3, Budget' to 'Attachment 2, Budget'**

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

I. Scope of Work.

Part 5, Subsection D, item i:

- i. **Foster Grandparent Program (FGP):** Recruit and place a minimum of 6 VSYs in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors Santa Fe County, and to provide a minimum of 6,264 hours of service during the contract period.

Part 5, Subsection D, item ii:

- ii. **Senior Companion Program (SCP):** Recruit and place a minimum of 13 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, and to provide a minimum of 13,572 hours of service during the contract period.

II. Compensation.

- A. The Department shall pay the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts**

tax and expenses, has been reduced by \$72,000.00 and shall not exceed \$241,120.00, per Attachment 2, Budget. This amount is a maximum and not a guarantee that the work assigned to be performed by the 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 Department 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.

All other articles of this contract remain the same.

EXECUTED AND AGREED TO by signatures below.

By: _____ Date: _____
Emily Kaltenbach, Cabinet Secretary or designee
Aging and Long-Term Services Department

By: _____ Date: _____
Craig Hay, Acting General Counsel or designee - Certifying legal sufficiency
Aging & Long-Term Services Department

By: _____ Date: _____
Amanda Rodriguez, Chief Financial Officer
Aging and Long-Term Services Department

By: _____ Date: _____
Michael J. Garcia, City Mayor
City of Santa Fe

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Sarah Piltch
Sarah Piltch (Mar 11, 2026 09:49:00 MDT)
SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

ATTACHMENT 2 BUDGET
Contract# 26-624-4000-0024
City of Santa Fe
Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services

The contract amendment is to provide funding for FY26 as follows:

Foster Grandparents Program	\$52,208.17
Senior Companion Program	\$121,304.83
RSVP	\$58,607.00
Care Companion Program	\$9,000.00
FY 26 Total	\$241,120.00

The total amount payable under this contract shall not exceed \$241,120.00

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County

Contract ID#26-624-4000-0024

Item #25-0304

STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT #26-624-4000-0024**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging & Long-Term Services Department**, hereinafter referred to as the "Agency," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the department and collectively as the parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the following work, which is hereby incorporated and, are part of this contract as Attachment 1.

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlines in the Scope of Work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$313,120.00) as listed in Attachment 3, Budget. 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 Agency 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 GSD/SPD. All invoices **MUST BE** received by the Agency no later than fifteen (15) 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 Agency 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 Agency 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 agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

Contract ID#26-624-4000-0024

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **June 30, 2026** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, § 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, § 13-1-150.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice: Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the Agency 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 Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency 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

Contract ID#26-624-4000-0024

property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

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, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency 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 Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico 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 State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. 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 Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. 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 Procuring Agency.

9. Release.

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

10. 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 Agency.

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11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency 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.

12. 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. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

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5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency 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 Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. 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 Agency 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.

14. 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.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment

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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.

17. Applicable Law.

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

18. 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 Agency.

19. 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 Agency, the General Services Department/State Purchasing Division and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

20. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Agency and the State of New Mexico 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 Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

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21. New Mexico Employees Health Coverage.

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

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.

22. 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.

23. 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.

24. 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 Agency:
Robert Morrison, Program Coordinator, Senior Services Bureau
Aging and Long-Term Services Department
2550 Cerrillos Rd.
Santa Fe, NM 87505

To the Contractor:
Alan M Webber, Mayor
City of Santa Fe
505-955-4755

25. 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

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Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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EXECUTED AND AGREED TO by signatures below.

Signed by:
By: Emily Kaltenbach Date: 7/11/2025
8908AAE532201D2
Emily Kaltenbach, Cabinet Secretary
Aging & Long-Term Services

Signed by:
By: Craig Hay Date: 7/11/2025
4953FF818CF2472...
Craig Hay, Acting General Counsel, ALTSD

DocuSigned by:
By: Latisha Ortiz Date: 7/11/2025
1040F739885045D...
Latisha Ortiz, Chief Financial Officer
Aging & Long-Term Services

By: Alan Webber Date: 07/10/2025
Alan Webber (Jul 10, 2025 14:46 MDT)
Alan M. Webber-Mayor
City of Santa Fe

ATTEST:

Andréa Salazar
ANDREA SALAZAR, CITY CLERK
GB MTG 07/09/25
CITY ATTORNEY'S OFFICE:
Patricia Feghali
Patricia Feghali (Jun 23, 2025 11:55 MDT)
ASSISTANT CITY ATTORNEY

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APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

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Attachment 1
Scope of Work

1. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, "Services" is defined as the Foster Grandparent Program (FGP), the Senior Companion Program (SCP), Care Companion Program (CCP), and the RSVP (formally Retired Senior Volunteer Program). Descriptions and authorizations for the Services are set forth below. The Services should produce results that support ALTSD's mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home, and contributing to the community.

Services provided for under this Contract are as follows:

- a. **The Foster Grandparent Program (FGP)** The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental, or emotional problems of youth, less than 21 years of age, with special or exceptional needs.
- b. **The Senior Companion Program (SCP)** The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to adults aged 55 and older with health and functional limitations to enable them to remain as independent as possible in their own homes.
- c. **The Care Companion Program (CCP)** provides companionship to adults aged 55 or older residing in assisted living and long-term care facilities. Volunteers do not act as facility support nor should they be performing the role of a staff member at the facility. CCP volunteers must be a minimum of 18 years of age, and neither the volunteer's nor resident's income level is a determining factor for participating in the CCP.
- d. **RSVP (formally Retired Senior Volunteer Program)** secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. The purpose of the program is to provide opportunities for people aged 55 or older to engage in volunteer activities designed to meet critical community needs.

2. POPULATIONS TO BE SERVED

- a. **FGP** volunteers shall serve youth under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, to maintain or improve the youths' health status and psychosocial functioning.

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- b. **SCP** volunteers shall serve adults aged 55 and older with physical, emotional and/or mental health limitations by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.
- c. **CCP** volunteers are to provide companionship to individual facility residents, particularly ones who generally do not receive visitors on a regular basis.
- d. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in which shall be referred to as the "Service Area."

3. RESPONSIBILITIES OF THE CONTRACTOR

Program Requirements:

- i. The Contractor must be designated as an official AmeriCorps Seniors program through the federal AmeriCorps organization in the designated Service Area.
- ii. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.
- iii. The Contractor shall comply with all New Mexico laws, rules and regulations (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures, and AmeriCorps Seniors federal statutes and guidelines.
- iv. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to management, supervision, service provision coordination, accounting, data collection, and reporting.
- v. The Contractor shall be responsible for outreach, recruitment, and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health care organizations that accept the responsibility of assignment and supervision of volunteers. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the

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Volunteer Station, the Contractor shall execute said MOU within 15 days of final execution of this Contract.

- vi. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and expectations as well as the criteria by which each volunteer will be measured. The assignment plan shall also contain documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of the volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.
- vii. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.
- viii. The Contractor shall ensure that each volunteer meets the eligibility criteria as required by AmeriCorps Seniors program regulations and handbooks.
- ix. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers with the AmeriCorps Seniors handbook. The Contractor shall provide to the Department all AmeriCorps Seniors required paperwork and forms within 5 days of the Department's written request.
- x. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the AmeriCorps Seniors program handbook and in coordination with its Advisory Council. Recognition events shall be provided as resources permit one time per state fiscal year (per FGP, SCP, CCP, and RSVP program if held separately), without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition event attendees in its bi-annual report to the Department.

a. Performance Measures/ Fiscal Requirements:

- i. The Contractor shall develop and submit an annual work plan and budget that identifies all projected services, expenditures, and outlines how all funds will be spent, including justification for each program to coincide with awarded amounts within the Department's deadline. Separate budgets, justifications and

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program plans are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.

- ii. The Contractor shall submit to the Department monthly an invoice for reimbursement. The invoice for reimbursement shall be due on the 12th day of the month, for the prior month's expenditure until all funds are spent, and a final report shall be due as required by the Department each year.
- iii. The Contractor shall upload to the corresponding monthly file in Revver all invoices for reimbursement and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc.
- iv. The Contractor will evaluate allocation balances in collaboration with the assigned Program Coordinator mid-fiscal year (December) to determine if there is a need to relinquish or request additional funding (if available). Inability by the Contractor to fully expend contract allocation by June 30 may result in a reduction in the contract allocation.
- v. The Contractor shall submit to the Department a Service Modification Request form when community need, identified by the Contractor or Department warrants modification to the service provisions outlined within this contract. Service modification requests shall remain within the intent of FGP, SCP, and RSVP programs scope of work. Approval of service modification requests shall be determined by the Department.
- vi. The Contractor shall submit to the Department a Budget Adjustment Request (BAR) for review and approval when the restructuring of allocation, increase to allocation, or decrease to allocation will result in changes to contracted volunteer service year (VSY) or hours of service.
- vii. The Contractor shall provide records, reports, other documents, and access to facilities as requested by Department staff within 5 business days.

b. Performance Measures/ Reporting Requirements:

- i. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using the template provided by the Department. The Contractor shall upload the reports to the Revver system folder titled "Reports". The due dates for the reports are as follows:

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1. February 1st for the period July 1–December 31

2. August 1st for the period January 1– June 30

- ii. The Contractor shall submit a semi-annual narrative report to the Revver folder titled "Reports" by February 1.
- iii. The Contractor shall submit a copy of the AmeriCorps Seniors annual Progress Report Supplement document to the Department by February 1 in combination with the semi-annual narrative report to the Revver folder titled "Reports".
- iv. The Contractor shall submit quarterly volunteer data reports for the contract term utilizing the quarterly data surveys distributed by the Department. Each report is due according to the annual Volunteer Calendar provided by the Department (subject to change).
- v. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms, and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

4. DEPARTMENT OVERSIGHT

- a. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, to evaluate progress, identify best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies. The site visits will include, but not limited to visiting volunteer stations, clients, and Contractors' place of business.
- b. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, which may include desk reviews of fiscal and programmatic documentation, and on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Contractor shall cooperate with Department staff in the monitoring process by granting access to the Contractors program and fiscal records (for all funding sources, both electronic and hard copy).
- c. The Department shall review, certify, and disburse reimbursements to the Contractor, upon receipt of complete and accurate monthly invoices and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, etc. The Department shall determine at its sole

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discretion whether an invoice and supporting documentation is sufficient, complete, and accurate to permit disbursement of funds.

- d. The Contractor authorizes the Department, or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state terms and/or to evaluate the Contractor's performance for all funding sources.

5. SERVICE PROVISION

- a. The Department has adopted the AmeriCorps Seniors Volunteer Program Handbook based on federal regulations for each respective program as the operating standard for state funded projects. The Services provided are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. One VSY is not representative of a single volunteer but rather a volunteer or grouping of volunteers performing hours of service that equal 1,044 hours cumulative.
- b. **NMAC 9.2.15.9 CORPORATION FOR NATIONAL AND COMMUNITY SERVICE HANDBOOK:**
 - i. The department adopts the most current corporation for national and community service (CNCS) Senior Companion Program handbook as the operating rules and procedures with which state-funded senior companion programs must comply.
 - ii. Eligibility for state-funded senior companion programs is the same as for the CNCS program.

However, the department secretary may waive any provisions of the CNCS handbook except those which will jeopardize a program's continued federal sponsorship. [9.2.15.9 NMAC - Rp, SAA Rule No. 95-15.9, 6/30/2015]

- c. **FGP and SCP Volunteer cost reimbursements**
AmeriCorps Senior volunteers, Foster Grandparent and Senior Companion Programs must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at \$4.00 per hour. RSVP does not provide stipends or allowance to volunteers.

Services performed other than those identified above will not be eligible for stipend, cost reimbursement, or calculated towards the VSY or hours of service requirements per this contract.

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d) Care Companion Volunteer cost reimbursements

Volunteers must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at \$4.00 per hour.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of monthly invoices for reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

- i. **Foster Grandparent Program (FGP):** Recruit and place a minimum of 10 VSYs in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors Santa Fe County, and to provide a minimum of 10,440 hours of service during the contract period.

The goals of FGP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

- ii. **Senior Companion Program (SCP):** Recruit and place a minimum of 17 VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in Santa Fe County, and to provide a minimum of 17,748 hours of service during the contract period.

The goals of SCP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

- iii. **Care Companion Program (CCP):** Recruit and place a minimum of 1 VSY in assisted living and/or long-term care facilities in Santa Fe County, to provide a minimum of 1,044 hours of service during the contract period.

The goals of Care Companion Program are to:

Provide companionship to older adults 55 or older residing in assisted living and long-term care facilities, particularly those who generally do not receive visitors on a regular basis.

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- iv. **RSVP:** Recruit and place a minimum of 59 volunteers in community placements in Santa Fe County, to provide a minimum of 59,000 hours of service during the contract period.

The goals of RSVP are to:

Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services. Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

- d) Recruit volunteers willing to be Older Adult Peer Specialist certified through Health Care Authority (HCA), Community Health Workers certified through DOH, or Ombudsman volunteers with ALTSD by providing opportunities to work with older adults living with behavioral health challenges.

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Volunteer Program Assurances, Terms, and Conditions

By signing the FY26 contract you are accepting funds under this award from the State of New Mexico Aging and Long-Term Services Department (ALTSD). The Contractor agrees to comply with all awards, these General Terms and Conditions, the program-specific terms and conditions, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved budget and supporting documents provided in support of the executed FY26 contract. The Contractor agrees to utilize all forms, templates, and documentation provided by the ALTSD and shall not modify, alter, or substitute any forms or templates without prior written approval.

1. **General.** The recipient must maintain separate financial management records for contracted state allocations and must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs.
2. **Fiscal Requirements.** The amount payable under this Contract shall be made on a fixed rate for the provision of the identified services.
 - a. Contractor is allocated State funds using state funding formula \$9,000 per VSY with mandatory \$4,176 being budgeted in stipends per VSY.
 - b. All budget changes and the fully executed contract must be submitted to the assigned NM ALTSD Senior Services Bureau (SSB) Program Coordinator for prior approval using the budget adjustment request (BAR) form accompanied by a letter of justification. Approval is at the discretion of the assigned NM ALTSD SSB Program Coordinator.
 - c. Purchases for a single item more than \$500.00 not included as part of the original contract budget must be pre-approved and necessary to continued operations. Approval requests for these types of purchases must be requested through submission of a letter of justification to the assigned NM ALTSD SSB Program for review.
3. **Allowable Costs for Reimbursement.** To be allowable under this contract allocation, costs must be submitted through a budget form and approved by the NM ALTSD Program Coordinator and are limited allowable expenditures pursuant to NMAC 9.2.14, NMAC 9.2.15, NMAC 9.2.16, Department policies and procedures, AmeriCorps Seniors regulations, and guidelines applicable to each of the services. Expenditures must be consistent with policies and procedures that apply to Federal & State activities of the Contractor.
4. **Separation of funding, and deliverables based on funding source(s)**

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Programs must separately track state funded VSYs, hours served, volunteers, etc. to comply state contract deliverables.

5. **SCP Volunteer costs reimbursements detailed Stipend** AmeriCorps Seniors volunteers serve from 5 to 40 hours a week. The stipend is a payment to AmeriCorps Seniors volunteers to enable them to serve without cost to themselves. [45 CFR 2551.12]. The stipend is paid for hourly service that Seniors volunteers spend with assigned clients, for earned leave if applicable, and for attendance at official project events, e.g., orientation, in-service training, Advisory Council meetings (as members or official observers), recognition events, and travel time between individual assignments. Travel time between the volunteer's home and place of assignment may not be considered as part of the service schedule and will not be stipend. However, travel time between assignments is a part of the service schedule. Mealtime may be part of the service schedule and is stipend.

Services performed other than those identified above will not be eligible for stipend and will not meet the VSY or hours of service requirements per this contract.

6. **Meal reimbursement.** Meal reimbursement for Volunteer staff must be for actual meal expenses incurred by the Volunteer while volunteering. The amount of reimbursement to volunteers for meals is based on actual expenses, consistent with the costing procedures developed by the sponsor rather than a flat daily rate. However, reimbursement of "brown-bag" lunches prepared by AmeriCorps Seniors volunteers may be based on a flat rate established by the sponsor in written policy. The basis for the rate should be included in the sponsors' written policy. AmeriCorps Seniors volunteers are required to sign a statement certifying that meals to be reimbursed to the volunteer were taken in conjunction with volunteer service and provide details of the reimbursement and supporting documentation such as receipts when applicable.

If the Contractor establishes a flat rate reimbursement, the amount reimbursed at the flat rate must not exceed the actual expense to the Volunteer.

Volunteers eligible for Title III OAA meal services (60+) may not be reimbursed for congregate meals or home delivered meals received while volunteering. Volunteers not eligible (below 60) for free congregate or home delivered meal per Title III OAA services may be reimbursed at actual expense or flat rate not to exceed the actual cost per program policies and procedures. Meal reimbursement rates are subject to NM ALTSD SSB approval.

7. **Mileage reimbursement.** Mileage reimbursement rates for Grantee staff travel and Volunteer staff travel must be equal to or less than the standard Federal mileage rate. The Federal rate is subject to change based on an annual study <https://www.irs.gov/tax-professionals/standard-mileage-rates>.

8. **Reimbursement for Volunteers' transportation Volunteer drivers.**

- i. Reimbursement of FGP volunteers who drive their own cars is based on a cost-per-mile rate set by the sponsor via written policy. Volunteers are reimbursed

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for actual mileage within the limits of available funds and local project reimbursement policy. Volunteers cannot be reimbursed in excess of actual costs, or on a per capita basis, for transporting other volunteers.

- ii. Mileage reimbursement directly to a volunteer from a volunteer station for transportation from the volunteer's home to the place of assignment and return home is acceptable as local support of the project. Project files should include verification of this contribution for review for compliance monitoring and AmeriCorps Seniors audit purposes.
- iii. Mileage reimbursement to volunteers from volunteer stations for providing transportation while on volunteer assignments cannot be used as local support for the project. The costs of community service provided by volunteer stations cannot be credited for the value of those costs to be used as local budget support.
- iv. Drivers of carpools receive reimbursement for actual mileage based on a cost-per-mile rate. Passengers do not receive reimbursement.
- v. Providers should establish procedures, such as a voucher system, for public transportation expenses, including subways, buses, and other public conveyances. Reimbursements must be based on documentation by the volunteer of actual costs incurred for project-related transportation expenses.

9. Recognition Gifts

- i. Recognition gift purchases cannot exceed \$80.00 per volunteer per fiscal year including food costs for catered and non-catered events. Requests for recognition gifts in excess of \$80.00 per volunteer including food costs for catered and non-catered events must be requested through submission of a letter of justification to the assigned NM ALTSD SSB Program Coordinator. All requests are subject to NM ALTSD SSB approval.

10. Prohibited Program Activities and Reimbursable. The Contractor must comply with, and require that all Volunteers comply with, prohibitions outlined in state rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, NM ALTSD assurances, and generally accepted accounting principles (GAAP) FASB Home

- a. State general funds will not be used for the purchase of gift cards, staff or volunteer monetary bonuses, or cash gifts.
- b. Contractor will submit reimbursements for actual operating expenses. The invoice dollar amounts submitted for reimbursement will not be rounded up or down to the next whole number nor will they be estimates.
- c. Reimbursement request must be for the corresponding month the expense occurred. Expenses occurring outside the month being invoiced are considered "adjustments" and must be identified as such on the invoice. An explanation for any "adjustment" must be provided on the invoice page submitted by the

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contractor. Expenses occurring outside of the current state fiscal year must not be submitted for reimbursement within the current state fiscal year. These expenses are considered "prior year" and not reimbursable under this contract.

- d. State fund contract allocations will not serve as financial gain to any Contractor.
- e. Operating costs tied to volunteer activities NOT identified as allowable per federal and state rules and regulations, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such.
- f. Administrative costs not pre-approved pre-contract execution or post contract execution NOT identified as allowable per state rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such.
- g. Volunteers are eligible to receive a stipend for allowable activities only as allowable per State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances. Hours of service performed that do not meet the requirements for allowable activities will not be considered eligible for meeting contractual requirements, stipend, mileage reimbursement, nor meal reimbursement.
- h. Operating and Volunteer costs tied to telework activities not identified as allowable per State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances are not reimbursable expenses and may not be submitted as such. Teleworking Volunteers are eligible to receive a stipend for allowable activities only as identified within the AmeriCorps Seniors FGP and SCP handbooks and NM ALTSD assurances.
- i. Travel time between the volunteer's home and place of assignment may not be considered as part of the service schedule and will not stipend. However, travel time between assignments is a part of the service schedule. Mealtime may be part of the service schedule and is stipend. Contractor will not be reimbursed State funds for Volunteer meals received through Title III of OAA Local nutrition programs. Volunteers over 60 are eligible for meals at congregate meal sites and home-delivered meals funded under this program.
- j. Contractor will not be reimbursed State funds for Grantee staff mileage in the form of fuel purchase reimbursement. Mileage reimbursement is restricted to actual miles driven based on a cost-per-mile rate set by the sponsor via written policy equal to or less than the standard Federal mileage rate <https://www.irs.gov/tax-professionals/standard-mileage-rates>
- k. Grantee staff are reimbursed for actual mileage within the limits of available

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funds. Grantee staff cannot be reimbursed in excess of actual costs, or on a per capita basis, for transporting other Grantee staff.

- l. Contractor will not be reimbursed State funds for the purchase of raw or cooked food, edible products, flatware, crockery, decorations, etc. unless related to annual Volunteer recognition event.

11. Award monitoring. Contractor must comply with State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances.

- a. **Site visits.** NM ALTSD may make site visits to verify (but not limited to) contract compliance, evaluate recipient records, accomplishments, organizational procedures, financial control systems, conduct interviews, and provide technical assistance as necessary.
- b. **Desk reviews.** NM ALTSD may conduct desk reviews to verify (but not limited to) contract compliance, evaluate recipient records, accomplishments, organizational procedures, financial control systems, conduct interviews, examine program handbooks, and provide technical assistance as necessary.
- c. **Responding to information requests.** NM ALTSD SSB may request documentation (related to Federal, State, and local funds) from the Contractor to monitor for compliance and accuracy. NM ALTSD SSB may also submit questions to the Contractor regarding features of the program(s). The Contractor must cooperate with NM ALTSD for both documentation requests and questions. Failure to provide the requested documentation or answers to questions within the deadline identified by NM ALTSD SSB may result in state funds being placed on hold or other remedies as appropriate.
- d. **Notification of Change.** Contractor will provide written notification to NM ALTSD SSB within 10 business days of changes in key personnel.
- e. **Verification of AmeriCorps Seniors Sponsor in good standing.** The contractor will provide NM ALTSD SSB with copies of their approved Federal E-Grant application(s) and Federal budget(s) as validation of sanction in good standing with AmeriCorps Seniors. In the event an approved Federal E-Grant application and Federal budget are not available, an unapproved (system generated) Federal E-Grant application and Federal budget may temporarily be submitted until the time the approved Federal Grant and budget are available. Contractor must submit copies of the approved Federal Grant and budget(s) with 10 business days of receipt to the assigned NM ALTSD SSB Program Coordinator.
- f. **Notification of Performance Impediments** Provider shall promptly notify their designated Program Coordinator if they become aware of any circumstances that may impede their ability to meet the established performance measures outlined in this contract. Such notification shall be made in writing and include a detailed description of the issue, potential impacts, and proposed solutions, if applicable.

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g. Reporting fraud, waste, and abuse. Contractor must contact their assigned Program Coordinator immediately when:

Any criminal activity or violations of law have occurred, such as:

- i. Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person AmeriCorps personnel, grantees, or Contractor, even if no federal funds or property was involved.
- ii. Submission of a false claim or a false statement by any person in connection with any AmeriCorps program, activity, grant or operations.
- iii. Concealment, forgery, falsification, or unauthorized destruction of government or program records.
- iv. Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants.
- v. Other misconduct in connection with operations, programs, activities, contracts, or grants; or
- vi. Mismanagement, abuse of authority, or other misconduct by AmeriCorps personnel.
- vii. Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
- viii. Waste occurs when taxpayers do not receive reasonable value for their money in connection with a state government-funded activity due to an inappropriate act or omission by people with control over or access to state funds and resources.
- ix. Abuse is a behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes nepotism, misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

12. Administration. The contractor must establish written policies and procedures and provide copies to volunteers and NM ALTSD SSB as requested or when revised. The Contractor must ensure policy and procedures include the requirements outlined within these assurances, as well as requirements outlined in the FGP and SCP AmeriCorps handbooks.

13. Quarterly Reporting. Contractor will complete all Quarterly and Bi-annual Narrative

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report utilizing forms and schedule provided by ALTSD. Contractor will submit a separate report per county (service area) and provide totals from those service areas.

14. Final Authority. When circumstances arise that reveal conflicting guidance between Federal and State rules and regulation, AmeriCorps Seniors FGP, SCP handbooks, state contractual requirements, and NM ALTSD assurances. NM ALTSD SSB maintains final authority in regard to state-to-state funding.

Contract ID#26-624-4000-0024

Attachment 2 -Budget

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services

The contract is to provide funding for FY26 as follows:

Foster Grandparents Program	\$88,208.17
Senior Companion Program	\$157,304.83
RSVP	\$58,607.00
Care Companion Program	\$9,000.00

The total amount payable under this contract shall not exceed \$313,120.00

Services will be provided to ALTSD-approved participants every month of the contract year in: Santa Fe County

Contract ID#26-624-4000-0024

Attachment 3 Care Companion Program

Overview: The Care Companion Program (CCP) allows for AmeriCorps Senior Companion Programs (SCP) currently contracted with the State of NM Aging and Long-Term Services Dept. (NM Aging Services) to apply underutilized Senior Companion funds to be used for the dual purposes of engaging persons in volunteer service to meet critical community needs to the residents of long-term care facilities.

Long-term care facilities are assisted living or nursing home settings. Long term community residents are older adults and people with disabilities that are unable to live independently for various reasons.

Care Companion Program volunteers will provide regular visits at minimum a of 5 hours per week, per volunteer and up to 40 hours per week per volunteer (within budget) to long-term care community residents and develop “authentic” relationships that support socialization and engagement. Care Companions volunteers may receive stipends and meal/mileage reimbursements in the same fashion as AmeriCorps Senior Companion volunteers and will follow AmeriCorps SCP program guidelines; however, Care Companion Program volunteers will not be restricted by age and income requirements.

Goals and Objectives:

Provide support and companionship to older adults 55 and older and people with disabilities residing in assisted living and long-term care facilities. Some examples of companionship and support services include:

- Friendly conversation and company, perhaps while doing hobbies etc.
- Providing company and companionship.
- Emotional support and socialization

What makes a good companion?

To be a good companion, you need to be respectful and caring. Listening to their stories, looking at old photos, or playing music from their youth are great ways to be good companions.

Benefits to long-term care facility residents:

Lessening the feeling of isolation for adults 55 and older and people with disabilities is important to their mental and physical health. Care Companion Program volunteers can help provide ongoing companionship and emotional support. Compassionate and attentive companions can provide social interaction, engage in conversation, and help dispel feelings of loneliness.

ALTSD 26-624-4000-0024 A-1 packet

Final Audit Report

2026-03-11

Created:	2026-03-11
By:	CHRISTOPHER LA ROCCA (calarocca@santafenm.gov)
Status:	Signed
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CITY OF SANTA FE

Memorandum

Date: February 16, 2026

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

From: Brian Moya, Interim City Manager BM
BM

RE: Reorganization of City Departments

EXECUTIVE SUMMARY:

The proposed Bill would amend SFCC 1987, Section 2-8.2 to reorganize the City's departmental structure. As part of the reorganization of the City's code itself, the bill proposes the following changes:

- 1) The creation of six new sections of city code to include 2-8.10 through 2-8.15; and
- 2) A reorganization of various City departments into new code locations; and
- 3) The inclusion of a newly created "General Provisions" section that includes definitions for "departments" and "divisions" as well as the inclusion of Exhibit A "City of Santa Fe Organizational Chart: Subsection 2-8.1", representing the offices of the Mayor, City Clerk, City Manager, City Attorney and all departments reporting directly to the City Manager; and
- 4) As technical "clean-up" the repeal of Sections 2-14, 2-15, and 2-20 as well as the repeal of Exhibit C of SFCC 1987, "City Organization".

Additionally, the bill makes the following changes to the City's organizational structure:

- 1) Renaming the Community Health and Safety Department the "Community Services Department" and reorganizing to include Youth and Family Services and Recreation, and to remove the Office of Emergency Management; and eliminating the Community Development Department; and
- 2) Establishing the Emergency Management Department; and
- 3) Reorganizing the Economic Development Department to include the Arts and Culture Division and the Film Division; and
- 4) Reorganizing the Land Use Department to include the Affordable Housing Division; and
- 5) Creating the TOURISM Santa Fe Department; and
- 6) Establishing a new "Regional Airport Department"; and
- 7) Creating the "Metropolitan Redevelopment Agency ("MRA") Department".



CITY OF SANTA FE

Memorandum

ATTACHMENTS:

Bill, including Exhibit A, “City of Santa F Organizational Chart: Subsection 2-8.1”
Fiscal Impact Report (FIR)

underscored material = new
[bracketed material] = delete

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-3

INTRODUCED BY:

Mayor Michael Garcia

A BILL

RELATING TO CITY ADMINISTRATION; AMENDING SECTION 2-8 SFCC 1987 TO REORGANIZE CERTAIN CITY DEPARTMENTS; CREATING NEW SECTIONS OF CODE TO INCLUDE 2-8.10, 2-8.11, 2-8.12, 2-8.13, 2-8.14, AND 2-8.15; AMENDING SECTION 2-8.1 SFCC 1987 TO INCLUDE A GENERAL PROVISIONS SECTION AND EXHIBIT A ; AMENDING SECTION 2-8.2 TO RENAME COMMUNITY HEALTH AND SAFETY DEPARTMENT TO “COMMUNITY SERVICES DEPARTMENT” AND TO INCLUDE YOUTH AND FAMILY SERVICES AND RECREATION, AND TO REMOVE THE OFFICE OF EMERGENCY MANAGEMENT; AMENDING SECTION 2-8.3 SFCC 1987 TO ELIMINATE THE COMMUNITY DEVELOPMENT DEPARTMENT; AMENDING 2-8.4 TO ESTABLISH THE OFFICE OF EMERGENCY MANAGEMENT AND CHANGING THE NAME FROM OFFICE OF EMERGENCY MANAGEMENT TO “EMERGENCY MANAGEMENT DEPARTMENT”; AMENDING 2-8.5 CREATE A NEW DEPARTMENT THE “ECONOMIC DEVELOPMENT DEPARTMENT” AND TO INCLUDE THE ARTS AND CULTURE DIVISION AND THE FILM DIVISION; AMENDING 2-8.6 CREATING A DEPARTMENT THE “LAND USE DEPARTMENT”

1 AND TO INCLUDE THE AFFORDABLE HOUSING DIVISION; AMENDING SECTION
2 2-8.7 CREATING TOURISM SANTA FE DEPARTMENT; CREATING SECTION 2-8.14
3 TO INCLUDE A NEW “REGIONAL AIRPORT DEPARTMENT”; CREATING SECTION
4 2-8.15 TO INCLUDE THE METROPOLITAN REDEVELOPMENT AGENCY AND
5 RENAMING IT “METROPOLITAN REDEVELOPMENT AGENCY (“MRA”)
6 DEPARTMENT”; REPEALING SECTIONS 2-14, 2-15, AND 2-20 SFCC 1987;
7 REPEALING EXHIBIT C OF SFCC 1987, “CITY ORGANIZATION”.

8 Section 1. Moving “Finance Department” without amendments from Section 2-8.1 of
9 SFCC 1987 to Section 2-8.2, and amending 2-8.1 (being Ord. No. 2020-22, § 3, as amended)
10 to read as follows:

11 *Bill drafters’ note: Strikethrough showing relocation of “Finance Department” from Section 2-*
12 *8.1 to Section 2-8.2, SFCC 1987 is omitted for readability. To view “Finance Department” without*
13 *amendments, see bill Section 2.*

14 **2-8.1 – ~~[Finance Department]~~ General Provisions.**

15 Section 2-8.1 contains general provisions for city departments.

16 **A. Definitions.**

17 Department. A department is the highest organizational unit in the city.

18 Division. A division is the organizational unit located directly below a
19 department.

20 **B. Organizational structure.**

21 The organizational structure of the city is represented in Exhibit A and may include
22 considerations such as but not limited to supervisorial structure, services, and budget.

23 **Section 2. Moving “Community Health and Safety Department” with amendments**
24 **from Section 2-8.2 of SFCC 1987 to Section 2-8.3, retaining language from current Section 2-**
25 **8.1 “Finance Department” (being Ord. No. 2020-22 §3, as amended), and amending Section**

2-8.2 (being Ord. No. 2025-8, as amended) as follows:

2-8.2 – ~~[Community Health and Safety Department]~~. Finance Department.

Bill drafters' note: Strikethrough showing relocation of "Community Health and Safety Department" from Section 2-8.2, SFCC 1987 is omitted for readability. To view proposed amendments to the "Community Health and Safety Department", SFCC 1987, see bill Section 3.

- A. Creation of department. There is created a department of city government to be known as the "finance department".

- B. Finance officer.

- (1) Position Established. The position of finance officer is established. The finance officer is the city treasurer and manager of the finance department of the city. The designation as finance officer shall not be considered separate employment nor occasion any additional salary.

- (2) Duties. The finance officer shall:

- (a) Receive all money due and payable to the city;
- (b) Keep accounts and records in the manner prescribed by generally accepted accounting principles;
- (c) Keep the money of the city separate from any other money in the finance officer's possession;
- (d) Expend the money only as directed by the governing body;
- (e) Submit monthly, or more often if required by the governing body, a report of the receipts and expenditures of the city;
- (f) Supervise the depositing and safekeeping of all money belonging to the city;
- (g) With the advice and consent of the governing body designate banks qualified to receive or deposit money entrusted in the

1 finance officer's care;

2 (h) Prepare annually, for the close of the fiscal year, a comprehensive
3 annual financial report showing the receipts, expenditures and
4 balances for each fund. A copy of the financial report shall be filed
5 in the finance officer; and

6 (i) Perform other duties prescribed by law, ordinance or city rules and
7 regulations.

8 (3) Reports to Governing Body. The finance officer shall be responsible and
9 report to the governing body through the city manager.

10 (4) Records Open for Inspection. The records of the finance officer shall be open to
11 inspection by any citizen during the regular business hours of the city.

12 **Section 3. Removing “Community Development Department” from Section 2-8.3 of**
13 **SFCC 1987, amending current Section 2-8.2 “Community Health and Safety Department”**
14 **(being Ord. No. 2025-8, § 1, as amended), and amending Section 2-8.3 (being Ord. No. 2020-**
15 **22, as amended) as follows:**

16 **2-8.3 – [~~Community Development Department~~]**

17 [~~There is created a department of city government to be known as the “community~~
18 ~~development department” that shall include the following divisions: economic development~~
19 ~~division, office of affordable housing, planning and land use department, TOURISM Santa Fe~~
20 ~~department, and the arts and culture department.~~]

21 **Community [~~Health and Safety~~] Services Department.**

22 [~~A.~~] Creation of Department. There is created a department of city government to be
23 known as the “community [~~health and safety department~~”, which includes, but is not limited to, the
24 community] services department” [~~and the office of emergency management~~].

25 [~~B. Community Services Department.~~] The community services department includes,

1 but is not limited to, senior services, youth and family services, recreation, and libraries.

2 [C. ~~Office of Emergency Management.~~

3 (1) ~~In accordance with Section 12-10-5 NMSA 1978, the "office of emergency~~
4 ~~management," shall consist of:~~

5 (a) ~~An emergency manager who shall be appointed in accordance with~~
6 ~~Section 12-10-5 NMSA 1978, and who shall be subject to the personnel~~
7 ~~system of the city;~~

8 (b) ~~Additional professional and administrative personnel as may be required~~
9 ~~to effectively carry out the emergency management program; and~~

10 (c) ~~All other city officers and employees, together with those volunteer forces~~
11 ~~enrolled to aid the city during periods of disaster or emergency.~~

12 (2) ~~Definitions.~~

13 ~~*Civil emergency* means conditions of unrest, including but not limited to riot, civil~~
14 ~~disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or~~
15 ~~sabotage.~~

16 ~~*Comprehensive emergency management plan (CEMP)* means a written document~~
17 ~~that describes the city's overall emergency management plan. A CEMP specifies the~~
18 ~~purpose, organization, responsibilities, and facilities of the agencies and officials of the~~
19 ~~city in the mitigation of, preparation for, response to, and recovery from emergencies and~~
20 ~~disasters.~~

21 ~~*Curfew* means a period of time declared by the mayor, during which no person or~~
22 ~~persons, other than persons authorized by the mayor by administrative order, may be upon~~
23 ~~the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles~~
24 ~~of any type, within the city.~~

25 ~~*Disaster* means the occurrence of a natural catastrophe, technological accident, or~~

1 human-caused event that has resulted in environmental damage, property damage, deaths,
2 and/or multiple injuries, which may exceed the response capability of the local jurisdiction,
3 necessitating state, and potentially federal, involvement.

4 ~~Emergency means any occasion or instance, such as a terrorist attack, terrorist~~
5 ~~threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear~~
6 ~~accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-~~
7 ~~related disaster, public health or medical emergency, other occurrence requiring an~~
8 ~~emergency response, or any other condition that warrants action to protect life, property,~~
9 ~~or the environment.~~

10 ~~Emergency management means an approach to prevent, protect against, respond~~
11 ~~to, recover from, and mitigate the effects of incidents.~~

12 ~~Emergency operations center (EOC) means the physical location at which the~~
13 ~~coordination of information and resources to support incident management (on-scene~~
14 ~~operations) activities normally takes place.~~

15 ~~Emergency plan means an ongoing plan for responding to a wide variety of~~
16 ~~potential hazards.~~

17 ~~Hazard mitigation plan means the representation of the city's commitment to~~
18 ~~reduce risks from natural hazards, serving as a guide for decision makers as they commit~~
19 ~~resources to reducing the effects of natural hazards.~~

20 ~~National Incident Management System (NIMS) means the federal government's~~
21 ~~standardized framework of doctrines, concepts, principles, terminology, and organizational~~
22 ~~processes for emergency management.~~

23 (3) — Purpose.

24 (a) — The purpose of the office of emergency management is to coordinate the
25 efforts of all municipal agencies and employees, nongovernmental

1 agencies, and private sector partners to prepare for and function in the
2 event of disasters and emergencies endangering the lives of persons in the
3 city, property of the residents of the city, or public property in the city.

4 ~~(b) — The duty of the office of emergency management is to coordinate the~~
5 ~~development of emergency plans for the effective employment of~~
6 ~~municipal resources to protect the lives and health of the residents of the~~
7 ~~city and the private and public property therein from the effects of~~
8 ~~emergencies or natural or man-caused disasters.~~

9 ~~(c) — The office of emergency management shall coordinate the implementation~~
10 ~~of such plans in preparation for, during, and after periods of emergency or~~
11 ~~disaster. Such plans shall be coordinated with those of the county and in~~
12 ~~consonance with the state emergency management plans.~~

13 ~~(d) — The office of emergency management and safety shall ensure that the~~
14 ~~safety of all city employees is a priority throughout the city's operations~~
15 ~~and coordinate and oversee safety protocols and implementation for the~~
16 ~~city.~~

17 ~~(4) — Emergency manager. The emergency manager shall:~~

18 ~~(a) — Be responsible to the director of community health and safety for the~~
19 ~~organization, administration, and operation of the emergency management~~
20 ~~program of the city;~~

21 ~~(b) — Coordinate the emergency management activities of all municipal~~
22 ~~departments and agencies of the city, nongovernmental agencies, and~~
23 ~~private sector partners;~~

24 ~~(c) — Be the liaison and cooperate with the emergency management agencies of~~
25 ~~the federal government, the state, the county, and the other political~~

subdivisions therein;

~~(d) — Develop an organizational structure for the office of emergency management, subject to the approval of the governing body and recommend appointments to fill the positions established therein subject to the city manager's authority;~~

~~(e) — Manage the EOC; establish the overall structure, roles, responsibilities, and direction for the operation of the EOC; and ensure that the EOC is appropriately sited, staffed, equipped, and maintained;~~

~~(f) — Maintain written emergency plans, including but not limited to all chapters, annexes, and appendices of the comprehensive emergency management plan and hazard mitigation plan, and annually review the plans to identify any recommendations for revisions; and~~

~~(g) — Maintain records documenting compliance with requirements of federal and state emergency management programs, including the NIMS.~~

~~(5) — Financing.~~

~~(a) — Funds for necessary expenses of the office of emergency management, including salaries for approved positions, may be made available through appropriations by the governing body in accordance with Section 12-10-7 NMSA 1978.~~

~~(b) — The emergency manager shall prepare and submit to the governing body an annual proposed budget for emergency management expenditures and shall indicate those amounts eligible for matching funds under the federal grant programs.~~

~~(c) — During an emergency, purchases may be exempt from the city's procurement code, as permitted pursuant to Section 11-13 SFCC 1987.]~~

Section 4. Moving “Information Technology and Telecommunications Department” without amendments from Section 2-8.4 of SFCC 1987 to Section 2-8.8, amending Subsection 2-8.2(C) “Emergency Management” (being Ord. No. 2025-8, §1, as amended), and amending Section 2-8.4 (being Ord. No. 2020-22, §3, as amended) as follows:

2-8.4 – [~~Information Technology and Telecommunications~~] Emergency Management Department.

Bill drafters’ note: Strikethrough showing relocation of “Information Technology and Telecommunications Department” from Section 2-8.4 to Section 2-8.8, SFCC 1987 is omitted for readability. To view “Information Technology and Telecommunications Department”, see bill Section 8.

A. In accordance with Section NMSA 1978, Section 12-10-5 [~~NMSA 1978~~], the “[~~office of~~] emergency management department,” shall consist of:

- (1) An emergency [~~manager~~] director who shall be appointed in accordance with NMSA 1978, Section 12-10-5 [~~NMSA 1978~~], and who shall be subject to the personnel system of the city;
- (2) Additional professional and administrative personnel as may be required to effectively carry out the emergency management program; and
- (3) All other city officers and employees, together with those volunteer forces enrolled to aid the city during periods of disaster or emergency.

B. Definitions.

Civil emergency means conditions of unrest, including but not limited to riot, civil disturbance, unlawful assembly, hostile military or paramilitary action, war, terrorism, or sabotage.

Comprehensive emergency management plan (CEMP) means a written document that describes the city's overall emergency management plan. A CEMP specifies the

1 purpose, organization, responsibilities, and facilities of the agencies and officials of the
2 city in the mitigation of, preparation for, response to, and recovery from emergencies and
3 disasters.

4 *Curfew* means a period of time declared by the mayor, during which no person or
5 persons, other than persons authorized by the mayor by administrative order, may be upon
6 the public streets, sidewalks, grounds, or semi-public property, either on foot or in vehicles
7 of any type, within the city.

8 *Disaster* means the occurrence of a natural catastrophe, technological accident, or
9 human-caused event that has resulted in environmental damage, property damage, deaths,
10 and/or multiple injuries, which may exceed the response capability of the local jurisdiction,
11 necessitating state, and potentially federal, involvement.

12 *Emergency* means any occasion or instance, such as a terrorist attack, terrorist
13 threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear
14 accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-
15 related disaster, public health or medical emergency, other occurrence requiring an
16 emergency response, or any other condition that warrants action to protect life, property,
17 or the environment.

18 *Emergency management* means an approach to prevent, protect against, respond
19 to, recover from, and mitigate the effects of incidents.

20 *Emergency operations center* (EOC) means the physical location at which the
21 coordination of information and resources to support incident management (on-scene
22 operations) activities normally takes place.

23 *Emergency plan* means an ongoing plan for responding to a wide variety of
24 potential hazards.

25 *Hazard mitigation* plan means the representation of the city's commitment to

1 reduce risks from natural hazards, serving as a guide for decision makers as they commit
2 resources to reducing the effects of natural hazards.

3 *National Incident Management System* (NIMS) means the federal government's
4 standardized framework of doctrines, concepts, principles, terminology, and organizational
5 processes for emergency management.

6 C. Purpose.

7 (1) The purpose of the ~~[office of]~~ emergency management department is to
8 coordinate the efforts of all municipal agencies and employees,
9 nongovernmental agencies, and private sector partners to prepare for and
10 function in the event of disasters and emergencies endangering the lives
11 of persons in the city, property of the residents of the city, or public
12 property in the city.

13 (2) The duty of the ~~[office of]~~ emergency management department is to
14 coordinate the development of emergency plans for the effective
15 employment of municipal resources to protect the lives and health of the
16 residents of the city and the private and public property therein from the
17 effects of emergencies or natural or man-caused disasters.

18 (3) The ~~[office of]~~ emergency management department shall coordinate the
19 implementation of such plans in preparation for, during, and after periods
20 of emergency or disaster. Such plans shall be coordinated with those of the
21 county and in consonance with the state emergency management plans.

22 (4) The ~~[office of]~~ emergency management department ~~[and safety]~~ shall
23 ensure that the safety of all city employees is a priority throughout the
24 city's operations and coordinate and oversee safety protocols and
25 implementation for the city.

1 D. Emergency ~~[manager]~~ director. The emergency ~~[manager]~~ director shall:

- 2 (1) Be responsible to the ~~[director of community health and safety]~~ city
3 manager for the organization, administration, and operation of the
4 emergency management program of the city;
- 5 (2) Coordinate the emergency management activities of all municipal
6 departments and agencies of the city, nongovernmental agencies, and
7 private sector partners;
- 8 (3) Be the liaison and cooperate with the emergency management agencies of
9 the federal government, the state, the county, and the other political
10 subdivisions therein;
- 11 (4) Develop an organizational structure for the ~~[office of]~~ emergency
12 management department, subject to the approval of the governing body
13 and recommend appointments to fill the positions established therein
14 subject to the city manager's authority;
- 15 (5) Manage the EOC; establish the overall structure, roles, responsibilities,
16 and direction for the operation of the EOC; and ensure that the EOC is
17 appropriately sited, staffed, equipped, and maintained;
- 18 (6) Maintain written emergency plans, including but not limited to all
19 chapters, annexes, and appendices of the comprehensive emergency
20 management plan and hazard mitigation plan, and annually review the
21 plans to identify any recommendations for revisions; and
- 22 (7) Maintain records documenting compliance with requirements of federal
23 and state emergency management programs, including the NIMS.

24 E. Financing.

- 25 (1) Funds for necessary expenses of the ~~[office of]~~ emergency management

1 department, including salaries for approved positions, may be made
2 available through appropriations by the governing body in accordance
3 with NMSA 1978, Section 12-10-7 [NMSA 1978].

4 (2) The emergency manag[er]ment director shall prepare and submit to the
5 governing body an annual proposed budget for emergency management
6 expenditures and shall indicate those amounts eligible for matching funds
7 under the federal grant programs.

8 (3) During an emergency, purchases may be exempt from the city's
9 procurement code, as permitted pursuant to Section 11-13 SFCC 1987.

10 **Section 5. Moving “Public Works Department” without amendments from**
11 **Section 2-8.5 to Section 2-8.9 of SFCC 1987, and amending Section 2-8.5 (being Ord. No.**
12 **2020-22, § 3, as amended) to read as follows:**

13 *Bill drafters’ note: Strikethrough showing relocation of “Public Works Department” from Section*
14 *2-8.5 to Section 2-8.9, SFCC 1987 is omitted for readability. To view “Public Works Department”,*
15 *see bill Section 9.*

16 **2-8.5 – [~~Public Works Department~~] Economic Development Department**

17 There is created a department of city government to be known as the “economic
18 development department” that shall include the following divisions: the arts and culture division
19 and the film division.

20 **Section 6. Moving “Public Utilities Department” without amendments from**
21 **Section 2-8.6 of SFCC 1987 to a newly created Section 2-8.10, and amending Section 2-8.6**
22 **(being Ord. No. 2020-22, § 3, as amended) to read as follows:**

23 *Bill drafters’ note: Strikethrough showing relocation of “Public Utilities Department” from*
24 *Section 2-8.6 to a newly created Section 2-8.10, SFCC 1987 is omitted for readability. To view*
25 *“Public Utilities Department, see bill Section 10.*

1 **2-8.6 – [~~Public Utilities Department~~] Planning and Land Use Department.**

2 There is created a department of city government to be known as “planning and land use
3 department” that shall include the affordable housing division.

4 **Section 7. Moving “Human Resources Department” without amendments from**
5 **Section 2-8.7 of SFCC 1987 to a newly created Section 2-8.11 and amending Section 2-8.7**
6 **(being Ord. No. 2020-22, § 3, as amended) to read as follows:**

7 ***Bill drafters’ note:** Strikethrough showing relocation of “Human Resources Department” from*
8 *Section 2-8.7 to a newly created Section 2-8.11, SFCC 1987 is omitted for readability. To view*
9 *“Human Resources Department, see bill Section 11.*

10 **2-8.7 – [~~Human Resources Department~~] TOURISM Santa Fe Department.**

11 There is created a department of city government to be known as “TOURISM Santa Fe
12 department”.

13 **Section 8. Moving “Police Department” without amendments from Section 2-8.8**
14 **of SFCC 1987 to a newly created Section 2-8.12, retaining language from Section 2-8.4**
15 **“Information and Telecommunications Department” (being Ord. No. 2020-22, §3, as**
16 **amended) and amending Section 2-8.8 (being Ord. No. 2025-8, §2, as amended) to read as**
17 **follows:**

18 ***Bill drafters’ note:** Strikethrough showing relocation of “Police Department” from Section 2-8.8*
19 *to a newly created Section 2-8.12, SFCC 1987 is omitted for readability. To view “Police*
20 *Department”, see bill Section 12.*

21 **2-8.8 – [~~Police Department~~] Information and Telecommunications Department.**

22 There is created a department of city government to be known as the "information technology and
23 telecommunications department".

24 **Section 9. Moving “Fire Department” without amendments from Section 2-8.9**
25 **of SFCC 1987 to a newly created Section 2-8.13, retaining language from Section 2-8.5 “Public**

1 Works Department” (being Ord. No. 2020-22, § 3, as amended), and amending Section 2-8.9
2 (being Ord. No. 2025-3, § 3, as amended) to read as follows:

3 *Bill drafters’ note: Strikethrough showing relocation of “Fire Department” from Section 2-8.9 to*
4 *a newly created Section 2-8.13, SFCC 1987 is omitted for readability. To view “Fire Department”*
5 *without amendments, see bill Section 13.*

6 **2-8.9 – ~~[Fire Department]~~ Public Works Department.**

7 There is created a department of city government to be known as the "public works department".

8 **Section 10. [NEW SECTION] Creating Section 2-8.10 of SFCC 1987, retaining**
9 **language from Section 2-8.6 “Public Utilities Department” (being Ord. No. 2020-22, § 3, as**
10 **amended), to read as follows:**

11 **2-8.10 – Public Utilities Department**

12 There is created a department of city government to be known as “public utilities department”.

13 **Section 11. [NEW SECTION] Creating Section 2-8.11 of SFCC 1987, retaining**
14 **language from Section 2-8.7 “Human Resources Department” (being Ord. No. 2020-22, § 3**
15 **as amended), to read as follows:**

16 **2-8.11 – Human Resources Department.**

17 There is created a department of city government to be known as the “human resources
18 department”.

19 **Section 12. [NEW SECTION] Creating Section 2-8.12 of SFCC 1987, retaining**
20 **language from Section 2-8.8 “Police Department” (being Ord. No. 2025-8, § 2 as amended),**
21 **to read as follows:**

22 **2-8.12 – Police Department**

23 (1) *Powers and duties generally.* Police officers shall execute and return all writs and
24 processes directed to them by the municipal judge and, in criminal cases or cases of
25 violations of city ordinances, they may serve the same in any part of the country.

1 They shall suppress all riots, disturbances and breaches of the peace, apprehend all
2 disorderly persons within the city and shall pursue and arrest any person fleeing
3 from justice. They shall apprehend any person in the act of committing any offense
4 against the laws of the state or the ordinances of the city, and forthwith bring such
5 persons before a competent authority for examination and trial. They shall have, in
6 the discharge of their proper duties, like powers and be subject to like
7 responsibilities as sheriffs or constables in similar cases.

8 (2) *Appointment of police officers; commissions.* No person shall assume or exercise the
9 functions, powers, duties and privileges incident or belonging to the office of
10 municipal police officers without first having received an appointment in writing,
11 known as a "commission", from the governing body. The advice of the chief of
12 police shall be obtained in the employment and commissioning of all police officers
13 of the department.

14 (3) *Training schools and examinations.*

15 (a) There shall be held and conducted at such times as may be prescribed by the chief
16 of police, with the approval of the governing body, schools for training in modern
17 police methods and practices. The schools for training and the checking of the
18 qualifications and general fitness of applicants for positions in the police
19 department shall be under the direction and supervision of the chief of police.

20 (b) All members of the police department shall take such examinations as may be
21 prescribed.

22 (c) In the taking of all written examinations there shall be assigned to each applicant a
23 number which shall be endorsed on the applicant's examination papers, and the
24 grading of the examinations shall be by number only.

25 (d) Except as otherwise provided, no member shall be retained in the police

department and no applicant shall be appointed to the police department unless such member or applicant, after taking the prescribed training courses, has successfully passed the prescribed examinations, written and oral; provided, that the minimum educational qualifications required by the City Personnel Act shall not apply to members of the present police department who are otherwise qualified under the provisions hereof; provided further, that in passing on the qualifications of members of the present police department, consideration shall be given to:

- (i) Length of service and faithfulness to duty; and
- (ii) General aptitude for police work as disclosed by the individual records of such members to be confirmed by oral examinations.

(4) *Extra or emergency police officers.* The city manager may employ on behalf of the city such extra or emergency police officers as may be required in the proper administration of municipal affairs.

(5) *Police department reserve.*

(a) *Created.* There is created the city "police department reserve force", hereinafter referred to as the "reserve".

(b) *Control by Chief of Police.* The reserve is under the exclusive control of the chief of the city police department who shall have the sole and exclusive authority to:

- (i) Summarily discipline or dismiss members without appeal to any body or tribunal;
- (ii) Approve or disapprove all bylaws, rules and regulations of the reserve; and
- (iii) Approve or disapprove all officers, employees or agents of the reserve.

(c) *Authority.* The reserve and its individual members shall only have authority in law enforcement on specific request by the city police chief. A specific request shall be made for each individual instance of service.

1 (d) *Powers and Duties.*

2 (i) The duties of the reserve are to assist in enforcement of law by cooperating
3 with all law enforcement agencies and regulatory bodies.

4 (ii) The reserve or its members when acting upon call, and only when acting upon
5 call, of the city police chief, for the city or for another law enforcement agency
6 or regulatory authority, shall be possessed of the same powers and duties as a
7 city police officer or an officer of such law enforcement agency or regulatory
8 authority.

9 (e) *Call of Members.* When the city police chief calls up the members of the reserve,
10 the call shall be in writing, list the names of each member of the reserve called, the
11 purpose of the call, and the date and time the call begins and terminates. Except
12 when on call, reserve members shall have no more authority in law enforcement
13 than that of any private citizen.

14 (f) *Requests for Assistance.* Should any law enforcement agency or regulatory body
15 desire assistance from the reserve, the request shall be made to the city police chief
16 who may authorize it, if:

17 (i) Reserve members are fully covered by the workman's compensation insurance
18 policy of the assisted agency or body, and this is evidenced by a writing
19 presented to the chief; and

20 (ii) Any and all liability that may arise against the city, its officers, employees or
21 agents, the reserve, or its members as a result of such assistance, is assumed in
22 writing by the assisted agency or body.

23 (g) *Worker's Compensation.* The city shall immediately take steps to provide
24 necessary worker's compensation insurance for the reserve and necessary liability
25 insurance covering liability that may arise against the city, its officers, employees

1 or agents as a result of the activities of the reserve on behalf of the city. If any or a
2 portion of such liability is to be self-insured, the self-insurance fund shall be
3 increased accordingly.

4 **Section 13. [NEW SECTION] Creating Section 2-8.13 of SFCC 1987, amending**
5 **language from Section 2-8.9 “Fire Department” (being Ord. No. 2025-8, § 3 as amended), to**
6 **read as follows:**

7 **2-8.13 - Fire Department.**

8 (1) *Department authority and powers.*

9 (a) Pursuant to NMSA 1978, Sections 3-18-1, F[.] and G[.] [~~NMSA 1978~~] and NMSA
10 1978, Section 3-18-11[B-(1)], the city may provide proper means for protection
11 from fire and protect the property of its municipality and its inhabitants and
12 preserve the health, safety, peace and order within the municipality. Therefore, the
13 stated purpose of this subsection is to grant the fire department all authority
14 necessary to protect life and property from the hazards created by fire, explosion,
15 and similar emergencies.

16 (b) The fire department shall have full and complete authority in connection with
17 fighting, mitigating, and preventing the spread of any fire that may arise within the
18 city, with the power to do and perform all necessary or expedient acts for the
19 fighting of fire. When called to a fire, the fire department shall have:

- 20 (i) Full and complete authority of the premises to which it has been summoned
21 until the fire has been extinguished and the premises are deemed safe by the
22 fire department; and
23 (ii) By emergency vehicle or by foot, the right of ingress and egress on all public
24 or private streets, alleyways, roads, driveways, and thoroughfares located
25 within the city limits or the city annexation areas.

(c) The fire department shall have full and complete authority in connection with the provision of prehospital emergency medical services within the city, with the power to do and perform all necessary or expedient acts for the provision of these services. (d) The fire chief shall have full authority to sign agreements, approved by the city attorney's office, with landowners to implement fire hazard mitigation activities.

(2) *Department members designated as special police officers.* Every member duly enrolled and in good standing in the fire department shall be a special police officer of the city with power to act as such from the time of the sounding of any fire alarm until the apparatus and equipment for fighting fire has been returned to the fire station.

(3) *Obstructing or interfering with firefighters.* It is unlawful for any person to obstruct or interfere with firefighters while in the discharge of their duties.

Section 14. [NEW SECTION] Creating Section 2-8.14 of SFCC 1987, “Santa Fe Regional Airport Department”, to read as follows:

2-8.14 – Santa Fe Regional Airport Department.

There is created a department of city government to be known as the “Santa Fe regional airport department”.

Section 15. [NEW SECTION] Creating Section 2-8.15 of SFCC 1987, “Metropolitan Redevelopment Agency (“MRA”) Department”, to read as follows:

2-8.15 – Metropolitan Redevelopment Agency (“MRA”) Department.

There is created a department of city government to be known as the “metropolitan redevelopment agency (“MRA”) department”.

Section 17. Section 2-14 of SFCC 1987 (being Ord. No. 1981, § 4-1-1) is hereby repealed.

1 Section 18. Section 2-15 of SFCC 1987 (being Ord. No. 2007-45, § 12) is hereby
2 repealed.

3 Section 19. Section 2-20 of SFCC 1987 (being Ord. No. 2007-45 §20, as amended) is
4 hereby repealed.

5 Section 20. Exhibit C – City Organization of SFCC 1987 is hereby repealed.

6
7 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

8
9 _____
10 MICHAEL GARCIA, MAYOR

11
12 ATTEST:

13 _____
14 GERALYN CARDENAS, INTERIM CITY CLERK

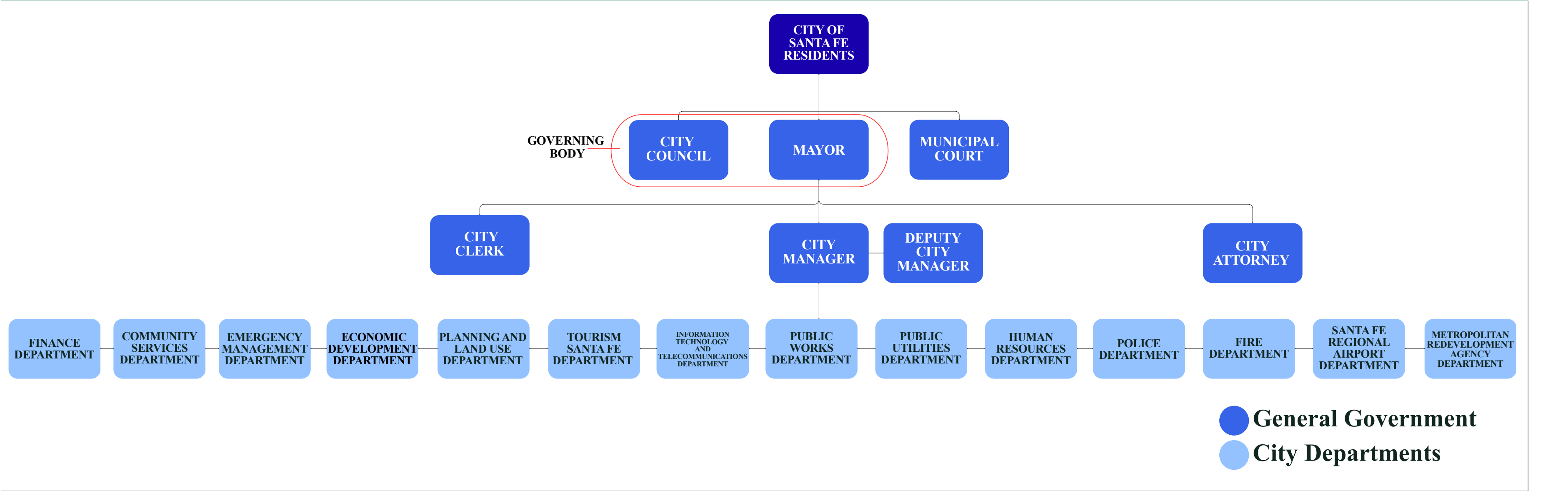
15 APPROVED AS TO FORM:

16 Marcos Martinez
17 Marcos Martinez (Feb 20, 2026 10:11:53 MST)
18 MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

19
20
21
22
23
24
25 *Legislation/2026/Bill/Reorganization of City Departments*

CITY OF SANTA FE
ORGANIZATIONAL CHART,
SUBSECTION 2-8.1(B)

Exhibit A



FISCAL IMPACT REPORT**General Information:****(Check)** **Bill:** x **Resolution:** _____**Short Title(s):** Reorganization of City Departments**Sponsor(s):** Mayor Garcia**Reviewing Department(s):** City Attorney's Office**Staff Completing FIR:** Brian Moya, Interim City Manager **Date:** 2/06/2026**Phone:** (505) 955-3111**Reviewed by City Attorney:** *Marcos Martinez*
Marcos Martinez (Feb 20, 2026 10:11:53 MST) **Date:** 02/20/2026**Reviewed by Finance Director:** *Andrea Phillips*
ANDREA PHILLIPS (Feb 20, 2026 11:24:25 MST) **Date:** 02/20/2026**Summary:**

The proposed Bill would amend SFCC 1987, Section 2-8.2 to reorganize the City's departmental structure. As part of the reorganization of the City's code itself, the bill proposes the following changes:

- 1) The creation of six new sections of city code to include 2-8.10 through 2-8.15; and
- 2) A reorganization of various City departments into new code locations; and
- 3) The inclusion of a newly created "General Provisions" section that includes definitions for "departments" and "divisions" as well as the inclusion of Exhibit A "City of Santa Fe Organizational Chart: Subsection 2-8.1", representing the offices of the Mayor, City Clerk, City Manager, City Attorney and all departments reporting directly to the City Manager; and
- 4) As technical "clean-up" the repeal of Sections 2-14, 2-15, and 2-20 as well as the repeal of Exhibit C of SFCC 1987, "City Organization".

Additionally, the bill makes the following changes to the City's organizational structure:

- 1) Renaming the Community Health and Safety Department the "Community Services Department" and reorganizing to include Youth and Family Services and Recreation, and to remove the Office of Emergency Management; and
- eliminating the Community Development Department; and
- 2) Establishing the Emergency Management Department; and
- 3) Reorganizing the Economic Development Department to include the Arts and Culture Division and the Film Division; and
- 4) Reorganizing the Land Use Department to include the Affordable Housing Division; and
- 5) Creating the TOURISM Santa Fe Department; and
- 6) Establishing a new "Regional Airport Department"; and
- 7) Creating the "Metropolitan Redevelopment Agency ("MRA") Department".

Departments Affected:

See summary above for departmental restructure; City Manager's Office.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, if this legislation is not adopted, the City's departmental structure would remain the same.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

This bill reorganizes the City departmental structure established in Ordinance No. 2020-22 and 2025-8.

Performance and Administrative Implications:

This bill will result in an increase in the number of departments reporting directly to the City Manager. The changes create potential for increased operational responsiveness.

Fiscal Implications:

The proposed bill will result in the elimination of a two director positions – Community Health and Safety and Community Development Director. This will result in cost savings of \$151,747 for the remainder of FY26 and \$496,271 in both FY27 and FY28.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	<u>\$ (151,747)</u>	<u>\$(496,271)</u>	<u>\$(496,271)</u>	<u> </u>	<u>R</u>	<u>100 & 212</u>	
<u>Capital Outlay</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>	<u> </u>	
<u>Contractual/</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>		<u> </u>	<u> </u>	
<u>Professional Services</u>							
<u>Operating</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>		<u> </u>	<u> </u>	<u>\$</u>
<u>Total:</u>	<u>\$(151,747)</u>	<u>\$(496,271)</u>	<u>\$(496,271)</u>				<u>\$(1,144,289)</u>

Expenditure Narrative:

Assumes that positions are eliminated as of 02/28/26 and there are no pay increases in either FY27 or FY28

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Special Revenue	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
CIP	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Enterprise	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Internal Service	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Trust and Agency	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Federal	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	
Other	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u>	<u> </u>
Total	<u>\$</u>	<u>\$</u>	<u>\$</u>		

Revenue Narrative:

No Anticipated Change to Revenues

Signature:

Email: bjmoya@santafenm.gov



CITY OF SANTA FE

Memorandum

Date: February 16, 2026

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

From: Clinton Peterson, Public Utilities Engineer CDP
CDP

Via: Jesse Roach, Interim Public Utilities Director JR
Jesse Roach

RE: DWSRLF Loan for Flocculation Sedimentation Upgrades at Canyon Road Water Treatment Plant

EXECUTIVE SUMMARY:

The proposed bill would authorize the execution and delivery of a Drinking Water State Revolving Fund loan and subsidy agreement in the total amount of \$17,000,000 between the New Mexico Finance Authority and the City of Santa Fe ("City"). The loan would be for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Plant. This bill specifies that the loan be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). With respect to the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City. The Loan shall be in the maximum principal amount of \$17,000,000 with a maximum forgiven principal amount of \$8,500,000 and a maximum repayable principal amount of \$8,500,000.

BACKGROUND:

The City entered into a contract with Bradbury Stamm Construction in the total amount of \$21,882,300, exclusive of sales tax, to complete the Flocculation and Sedimentation Improvements project at the Canyon Road Water Treatment Plant. This project will upgrade critical infrastructure at the facility, which provides potable drinking water to the residents of the city of Santa Fe. The City's Water Division is funding the project through a combination of Drinking Water State Revolving Loan Fund, which includes a significant principal loan forgiveness component, along with Water Trust Board Fundin and Water Enterprise Fund moneys.

ATTACHMENTS:

Bill
FIR

underscored material = new
[bracketed material] = delete

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2026-04

INTRODUCED BY:

Councilor Amanda Chavez

Councilor Alma Castro

A BILL

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AND SUBSIDY AGREEMENT (“LOAN AGREEMENT”) BY AND BETWEEN THE NEW MEXICO FINANCE AUTHORITY (“NMFA”) AND CITY OF SANTA FE, NEW MEXICO (“THE BORROWER”), IN THE TOTAL AMOUNT OF SEVENTEEN MILLION DOLLARS (\$17,000,000), EVIDENCING AN OBLIGATION OF THE BORROWER TO UTILIZE THE LOAN AMOUNT SOLELY FOR THE PURPOSE OF FINANCING THE COSTS OF CONSTRUCTING A NEW FLOCCULATION AND SEDIMENTATION PROCESS AND MAKING IMPROVEMENTS TO THE CANYON ROAD WATER TREATMENT PLANT AS A COMPONENT OF THE SYSTEM OWNED AND OPERATED BY THE BORROWER, AND SOLELY IN THE MANNER DESCRIBED IN THE LOAN AGREEMENT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE LOAN SOLELY FROM THE NET REVENUES OF THE WATER UTILITY SYSTEM OF THE BORROWER; CERTIFYING THAT THE LOAN AMOUNT, TOGETHER WITH OTHER FUNDS AVAILABLE TO THE BORROWER, IS SUFFICIENT TO COMPLETE THE

1 **PROJECT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE**
2 **LOAN AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING**
3 **ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AND AUTHORIZING THE**
4 **TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND**
5 **DELIVERY OF THE LOAN AGREEMENT.**

6 Capitalized terms used in the following preambles have the same meaning as defined in this
7 Ordinance unless the context requires otherwise.

8 **WHEREAS**, the Borrower is a legally and regularly created, established, organized and
9 existing home-rule municipality under the constitution and general laws of the State of New
10 Mexico, and more specifically, NMSA 1978, Sections 3-1-1 through 3-66-11, as amended, is a
11 qualifying entity under the Water Project Finance Act and is qualified for financial assistance as
12 determined by the New Mexico Finance Authority (“NMFA”) and approved by the Water Trust
13 Board pursuant to the Board Rules, the Policies and the Act; and

14 **WHEREAS**, pursuant to the Board Rules, the Water Trust Board has recommended the
15 Project for funding as a Qualifying Project to the Legislature; and

16 **WHEREAS**, Chapter 6, Laws 2024, being House Bill 148 of the 2024 Regular New
17 Mexico Legislative Session, authorized the funding of the Project from the Water Project Fund;
18 and

19 **WHEREAS**, the Water Trust Board has recommended that the NMFA enter into and
20 administer the Loan Agreement in order to finance the Project; and

21 **WHEREAS**, the NMFA approved on July 18, 2025, that the Borrower receive financial
22 assistance in the form of the Loan; and

23 **WHEREAS**, the Governing Body has determined and hereby determines that the Project
24 may be financed with amounts granted and loaned pursuant to the Loan Agreement, that the Loan
25 Amount, together with the Additional Funding Amount and other moneys available to the

1 Borrower, is sufficient to complete the Project, and that it is in the best interest of the Borrower and
2 the constituent public it serves that the Loan Agreement be executed and delivered and that the
3 funding of the Project take place by executing and delivering the Loan Agreement; and

4 **WHEREAS**, there have been presented to the Governing Body and there presently are on
5 file with the City Clerk this Ordinance and the form of the Loan Agreement, which is incorporated
6 by reference as Attachment A, and considered to be a part hereof; and

7 **WHEREAS**, the Loan Agreement shall not constitute a general obligation of the Borrower,
8 the Water Trust Board or the NMFA or a debt or pledge of the full faith and credit of the Borrower,
9 the Water Trust Board, the NMFA or the State; and

10 **WHEREAS**, the Governing Body hereby determines that the Additional Funding Amount
11 is now available to the Borrower to complete the Project; and

12 **WHEREAS**, the Borrower has met or will meet prior to the first disbursement of any
13 portion of the Loan Amount, the Conditions and readiness to proceed requirements established for
14 the portion of the Loan Amount disbursed or caused to be disbursed by the NMFA, including but
15 not limited to the requirements of Executive Order 2013-006; and

16 **WHEREAS**, all required authorizations, consents and approvals in connection with (i) the use
17 of the Loan Amount for the purposes described, and according to the restrictions set forth, in the
18 Loan Agreement; (ii) the availability of other moneys necessary and sufficient, together with the
19 Loan Amount, to complete the Project; and (iii) the authorization, execution and delivery of the
20 Loan Agreement which are required to have been obtained by the date of this Ordinance, have been
21 obtained or are reasonably expected to be obtained.

22 **NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE**
23 **CITY OF SANTA FE, NEW MEXICO:**

24 Section 1. Definitions. As used in this Ordinance, the following terms shall, for all
25 purposes, have the meanings herein specified, unless the context clearly requires otherwise (such

meanings to be equally applicable to both the singular and the plural forms of the terms defined);
and, any term not defined herein shall have the definition given it by the Loan Agreement:

“ACH Authorization” means the authorization for direct payment to the NMFA by ACH made by the Borrower on the form required by the bank or other entity at which the account is held, from which the Pledged Revenues will be paid. “Act” means the general laws of the State, particularly the Water Project Finance Act, NMSA 1978, §§ 72-4A-1 through 72-4A-11, and enactments of the Governing Body relating to the Loan Agreement, including this Ordinance, all as amended and supplemented.

“Additional Funding Amount” means the amount to be provided by the Borrower which includes the total value of the Soft Match or Hard Match (each as defined in Section 4.2 of the Policies) which, in combination with the Loan Amount and other moneys available to the Borrower, is sufficient to complete the Project and to provide matching funds required to complete the Project. The Additional Funding Amount is \$3,440,053.

“Administrative Fee” or “Administrative Fee Component” means an amount equal to one-quarter of one percent (0.25%) per annum of the unpaid principal balance of the Loan Amount, taking into account both payments made by the Borrower and hardship waivers of payments granted to the Borrower pursuant to Section 5.2(a)(i) of the Loan Agreement.

“Authorized Officers” means any one or more of the Mayor, Mayor Pro Tem, City Manager and City Clerk of the Borrower.

“Board Rules” means Review and Eligibility of Proposed Water Projects, New Mexico Water Trust Board, 19.25.10 NMAC.

“Borrower” means the City of Santa Fe, New Mexico.

“Closing Date” means the date of execution and delivery of the Loan Agreement, by the Borrower and the NMFA.

“Completion Date” means the date of final payment of the cost of the Project.

1 “Conditions” has the meaning given to that term in the Loan Agreement.

2 “Eligible Items” means eligible Project costs for which grants and loans may be made
3 pursuant to NMSA 1978, § 72-4A-7(C), as amended, of the Act, the Board Rules and applicable
4 Policies, and includes, without limitation, Eligible Legal Costs.

5 “Eligible Legal Costs” has the meaning given to that term in the Loan Agreement.

6 “NMFA” means the New Mexico Finance Authority.

7 “Generally Accepted Accounting Principles” means the officially established accounting
8 principles applicable to the Borrower consisting of the statements, determinations and other official
9 pronouncements of the Government Accounting Standards Board, Financial Accounting Standards
10 Board, Federal Accounting Standards Board or other principle-setting body acceptable to the
11 Lender establishing accounting principles applicable to the Borrower.

12 “Governing Body” means the duly organized City Council and the mayor of the Borrower,
13 or any successor governing body of the Borrower.

14 “Gross Revenues” has the meaning assigned to such term in Ordinance 2016-19 of the
15 Borrower (the “Master Utility Ordinance”).

16 “Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this
17 entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which
18 such word is used.

19 “Loan” or “Loan Amount” means the amount provided to the Borrower as a loan pursuant
20 to the Loan Agreement for the purpose of funding the Project, in the maximum amount of
21 \$17,000,000.

22 “Loan” or “Loan Amount” means the amount borrowed by the Borrower as the Loan
23 Amount pursuant to the Loan Agreement for the purpose of funding the Project and shall not equal
24 more than \$17,000,000.

25 “Loan Agreement” means the Water Project Fund Loan Agreement entered into by and

1 between the Borrower and the NMFA as authorized by this Ordinance.

2 "Net Revenues" means the Gross Revenues of the System minus Operation and
3 Maintenance Expenses.

4 "NMAC" means the New Mexico Administrative Code.

5 "NMSA 1978" means the New Mexico Statutes Annotated, 1978 Compilation, as amended
6 and supplemented from time to time.

7 "Operation and Maintenance Expenses" means all reasonable and necessary current
8 expenses of the System, for any particular Fiscal Year or period to which such term is applicable,
9 paid or accrued, related to operating, maintaining and repairing the System, including, without
10 limiting the generality of the foregoing:

11 (a) legal and overhead expenses of the various City departments directly related and
12 reasonably allocable to the administration of the System;

13 (b) insurance premiums for the System, including, without limitation, premiums for
14 property insurance, public liability insurance and workmen's compensation insurance, whether or
15 not self-funded;

16 (c) premiums, expenses and other costs (other than required reimbursements of
17 insurance proceeds and other amounts advanced to pay Debt Service Requirements on System
18 Bonds) for Credit Facilities;

19 (d) Expenses other than Expenses paid from the proceeds of System Bonds;

20 (e) the costs of audits of the books and accounts of the System;

21 (f) amounts required to be deposited in the Rebate Fund;

22 (g) salaries, administrative expenses, labor costs, surety bonds and the cost of water,
23 materials and supplies used for or in connection with the current operation of the System; and

24 (h) any fees required to be paid under any operation, maintenance and/or management
25 agreement with respect to the System.

1 Operation and Maintenance Expenses do not include any allowance for depreciation,
2 payments in lieu of taxes, franchise fees payable or other transfers to the City's general fund,
3 liabilities incurred by the City as a result of its negligence or other misconduct in the operation of
4 the System, any charges for the accumulation of reserves for capital replacements or any Operation
5 and Maintenance Expenses payable from moneys other than Gross Revenues.

6 “Ordinance” means this Ordinance as it may be supplemented or amended from time to
7 time.

8 “Pledged Revenues” means the Net Revenues of the System pledged to the payment of the
9 Loan Amount and Administrative Fee pursuant to this Ordinance and the Loan Agreement and
10 described in the Term Sheet.

11 “Project” means the project(s) described on the Term Sheet.

12 “Project Account” means the book account established by the NMFA in the name of the
13 Borrower for purposes of tracking expenditure of the Loan Amount by the Borrower to pay for the
14 costs of the Project, as shown in the Term Sheet, which account shall be kept separate and apart
15 from all other accounts of the NMFA.

16 “Qualifying Water Project” means a water project for (i) storage, conveyance or delivery
17 of water to end-users; (ii) implementation of the federal Endangered Species Act of 1973
18 collaborative programs; (iii) wastewater conveyance and treatment; (iv) restoration and
19 management of watersheds; (v) flood prevention or (vi) water conservation or recycling, treatment
20 or reuse of water as provided by law; and which has been approved by the state legislature pursuant
21 to NMSA 1978, § 72-4A-9(B), as amended.

22 “State” means the State of New Mexico.

23 “System” means the municipally owned public utility designated as the Borrower water
24 utility system consisting of all properties, real, personal, mixed or otherwise, now owned or
25 hereafter acquired by the Borrower through purchase, condemnation, construction or otherwise,

1 including all expansions, extensions, enlargements and improvements of or to the water utility
2 system, and used in connection therewith or relating thereto, and any other related activity or
3 enterprise of the Borrower designated by the Governing Body as part of the water utility system,
4 whether situated within or without the limits of the Borrower.

5 “Term Sheet” means Exhibit “A” attached to the Loan Agreement.

6 “Useful Life” means the structural and material design life of the Project, including
7 planning and design features, as required by the Act and the Board Rules.

8 “Water Project Fund” means the fund of the same name created pursuant to the Act and
9 held and administered by the NMFA.

10 “Water Trust Board” or “WTB” means the water trust board created and established
11 pursuant to the Act.

12 Section 2. Ratification. All action heretofore taken (not inconsistent with the
13 provisions of this Ordinance) by the Borrower and officers of the Borrower directed toward the
14 acquisition and completion of the Project, the pledge of the Pledged Revenues to payment of
15 amounts due under the Loan Agreement, and the execution and delivery of the Loan Agreement
16 shall be, and the same hereby is, ratified, approved and confirmed.

17 Section 3. Authorization of the Project and the Loan Agreement. The acquisition and
18 completion of the Project and the method of funding the Project through execution and delivery of
19 the Loan Agreement and the other documents related to the transaction are hereby authorized and
20 ordered. The Project is for the benefit and use of the Borrower and the public whom it serves.

21 Section 4. Findings. The Governing Body hereby declares that it has considered all
22 relevant information and data and hereby makes the following findings:

23 A. The Project is necessary to meet the needs of the Borrower and the public
24 whom it serves.

25 B. Moneys available and on hand for the Project from all sources other than

1 Moneys available and on hand for the Project from all sources other than the Loan are not sufficient
2 to defray the cost of acquiring and completing the Project but, together with the Loan Amount, are
3 sufficient to complete the Project.

4 C. The Project and the execution and delivery of the Loan Agreement
5 pursuant to the Act to provide funds for the financing of the Project are necessary, convenient and
6 in furtherance of the governmental purposes of the Borrower, and in the interest of the public health,
7 safety, and welfare of the constituent public served by the Borrower.

8 D. The Borrower will acquire and complete the Project with the proceeds of
9 the Loan, the Additional Funding Amount and other amounts available to the Borrower, and except
10 as otherwise expressly provided by the Loan Agreement, will utilize, operate and maintain the
11 Project for the duration of its Useful Life, as required by NMSA 1978, § 72-4A-7(A)(1), as
12 amended.

13 E. Together with the Loan Amount, and other amounts available to the
14 Borrower, the Additional Funding Amount is now available to the Borrower, and in combination
15 with the Loan Amount, will be sufficient to complete the Project.

16 F. The NMFA shall maintain on behalf of the Borrower a separate Project
17 Account as a book account only on behalf of the Borrower and financial records in accordance with
18 Generally Accepted Accounting Principles during the construction or implementation of the
19 Project.

20 G. The Borrower has acquired title to or easements or rights of way on the
21 real property upon which the Project is being constructed or located as provided in the Loan
22 Agreement.

23 Section 5. Loan Agreement—Authorization and Detail.

24 A. Authorization. This Ordinance has been adopted by the affirmative vote
25 of at least a three-fourths majority of the Governing Body. For the purpose of protecting the public

1 health, conserving the property, and protecting the general welfare and prosperity of the constituent
2 public served by the Borrower and acquiring and completing the Project, it is hereby declared
3 necessary that the Borrower execute and deliver the Loan Agreement evidencing the Borrower
4 acceptance of the Loan Amount of \$17,000,000 to be utilized solely for Eligible Items necessary
5 to complete the Project, and solely in the manner and according to the restrictions set forth in the
6 Loan Agreement, the execution and delivery of which is hereby authorized. The Borrower shall use
7 the Loan Amount to finance the acquisition and completion of the Project.

8 B. Detail. The Loan Agreement shall be in substantially the form of the Loan
9 Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted.
10 The Loan shall be in the maximum principal amount of \$17,000,000 with a maximum forgiven
11 principal amount of \$8,500,000 and a maximum repayable principal amount of \$8,500,000.
12 Interest on the Loan Amount shall be zero percent (0%) per annum of the unpaid principal balance
13 of the Loan Amount, and the Administrative Fee shall be one-quarter of one percent (0.25%) per
14 annum of the unpaid principal balance of the Loan Amount, taking into account both payments
15 made by the Borrower and hardship waivers of payments granted to the Borrower.

16 Section 6. Approval of Loan Agreement. The form of the Loan Agreement as
17 presented at the meeting of the Governing Body at which this Ordinance was adopted, is hereby
18 approved. Authorized Officers are hereby individually authorized to execute, acknowledge and
19 deliver the Loan Agreement with such changes, insertions and omissions as may be approved by
20 such individual Authorized Officers, and the City Clerk is hereby authorized to attest the Loan
21 Agreement. The execution of the Loan Agreement shall be conclusive evidence of such approval.

22 Section 7. Security. The Loan Amount and Administrative Fee shall be solely
23 secured by the pledge of the Pledged Revenues herein made and as set forth in the Loan Agreement.

24 Section 8. Disposition of Proceeds: Completion of the Project.

25 A. Project Account. The Borrower hereby consents to the creation of the

1 Project Account by the NMFA. Until the Completion Date, the amount of the Loan credited to the
2 Project Account shall be used and paid out solely for Eligible Items necessary to acquire and
3 complete the Project in compliance with applicable law and the provisions of the Loan Agreement.

4 B. Completion of the Project. The Borrower shall proceed to complete the
5 Project with all due diligence. Upon the Completion Date, the Borrower shall execute a certificate
6 stating that completion of and payment for the Project has been completed. Following the
7 Completion Date or the earlier expiration of the time allowed for disbursement of Loan funds as
8 provided in the Loan Agreement, any balance remaining in the Project Account shall be transferred
9 and deposited into the Water Project Fund or otherwise distributed as provided in the Loan
10 Agreement.

11 C. NMFA Not Responsible. Borrower shall apply the funds derived
12 from the Loan Agreement as provided therein, and in particular Article VII of the Loan Agreement.
13 The NMFA shall not in any manner be responsible for the application or disposal by the Borrower
14 or by its officers of the funds derived from the Loan Agreement or of any other funds held by or
15 made available to the Borrower in connection with the Project. NMFA shall not be liable for the
16 refusal or failure of any other agency of the State to transfer any portion of the Loan Amount in its
17 possession, custody and control to the NMFA for disbursement to the Borrower, or to honor any
18 request for such transfer or disbursement of the Loan Amount.

19 Section 9. Payment of Loan Amount and ACH Authorization. Pursuant to the Loan
20 Agreement, the Borrower shall pay the Loan Amount and Administrative Fee directly from the
21 Pledged Revenues to the NMFA as provided in the Loan Agreement in an amount sufficient to pay
22 principal and other amounts due under the Loan Agreement and to cure any deficiencies in the
23 payment of the Loan Amount or other amounts due under the Loan Agreement. The Borrower
24 hereby consents to the creation of an ACH authorization agreement for the purpose of making
25 regular electronic payments of the Loan Amount and Administrative Fee, if at any applicable point

1 in time during the Agreement Term the Borrower desires to use such payment method for the
2 purposes of the Loan.

3 Section 10. Lien on Pledged Revenues. Pursuant to the Loan Agreement, the
4 Loan Agreement constitutes an irrevocable lien (but not an exclusive lien) on the Pledged Revenues
5 subordinate to the lien thereon of all other liens thereon present and future, except that the lien on
6 the Pledged Revenues of any future loans from the Lender to the Borrower pursuant to the Water
7 Project Finance Act or the Colonias Infrastructure Act, shall be on parity with the lien of the Loan
8 Agreement authorized by this Ordinance.

9 Section 11. Authorized Officers. Authorized Officers are hereby individually
10 authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits
11 and other documents and to do and cause to be done any and all acts and things necessary or proper
12 for carrying out this Ordinance, the Loan Agreement and all other transactions contemplated hereby
13 and thereby. Authorized Officers are hereby individually authorized to do all acts and things
14 required of them by this Ordinance and the Loan Agreement for the full, punctual and complete
15 performance of all the terms, covenants and agreements contained in this Ordinance and the Loan
16 Agreement including but not limited to, the execution and delivery of closing documents in
17 connection with the execution and delivery of the Loan Agreement.

18 Section 12. Amendment of Ordinance. This Ordinance after its adoption may be
19 amended without receipt by the Borrower of any additional consideration. On and after the Closing
20 Date, this Ordinance may be amended without receipt by the Borrower of any additional
21 consideration, but only with the prior written consent of the NMFA.

22 Section 13. Ordinance Irrepealable. After the Loan Agreement has been executed and
23 delivered, this Ordinance shall be and remain irrepealable until all obligations due under the Loan
24 Agreement shall be fully discharged, as herein provided.

25 Section 14. Severability Clause. If any section, paragraph, clause or provision of this

Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, ordinances, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Borrower kept for that purpose, authenticated by the signatures of the Mayor and City Clerk of the Borrower, and this Ordinance shall be in full force and effect thereafter, in accordance with law; provided, however, that if recording is not required for the effectiveness of this Ordinance, this Ordinance shall be effective upon adoption of this Ordinance by the Governing Body.

Section 17. General Summary for Publication. This ordinance shall be published consistently with SFCC 1987, Section 2-2.4.

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

MICHAEL GARCIA, MAYOR

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

1 APPROVED AS TO FORM:

2
3 Marcos Martinez

Marcos Martinez (Feb 16, 2026 13:33:38 MST)

4 MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

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25 *Legislation/2026/Bill/DWSRLF Loan for Flocculation Sedimentation Upgrades at Canyon Road Water Treatment Plant*

ATTACHMENT A

\$17,000,000 Maximum Principal Amount

Maximum Forgiven Principal Amount \$8,500,000

Maximum Repayable Principal Amount \$8,500,000

**DRINKING WATER STATE REVOLVING LOAN FUND
LOAN AND SUBSIDY AGREEMENT**

dated

July 18, 2025

by and between the

NEW MEXICO FINANCE AUTHORITY

and the

**CITY OF SANTA FE,
New Mexico**

DRINKING WATER STATE REVOLVING LOAN FUND LOAN AND SUBSIDY AGREEMENT

This LOAN AND SUBSIDY AGREEMENT (the “Loan Agreement”), dated July 18, 2025, is entered into by and between the **NEW MEXICO FINANCE AUTHORITY** (the “NMFA”), and the **CITY OF SANTA FE** (the “Governmental Unit”), a municipality duly organized and existing under the laws of the State of New Mexico (the “State”).

WITNESSETH:

Capitalized terms used in the following recitals of this Loan Agreement and not defined in the first Paragraph above or in these recitals shall have the same meaning as defined in Article I of this Loan Agreement, unless the context requires otherwise.

WHEREAS, the NMFA is authorized, pursuant to the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, as amended (the “DWSRLF Act”) to implement a program to permit qualified local authorities, such as the Governmental Unit, to enter into agreements with the NMFA to provide financial assistance in the acquisition, design, construction, improvement, expansion, repair and rehabilitation of drinking water supply facilities as authorized by the Safe Drinking Water Act of 1974 (“SDWA”); and

WHEREAS, the DWSRLF Act was adopted pursuant to the SDWA which authorizes the United States Environmental Protection Agency (“EPA”) to set national based standards for drinking water and was originally passed by Congress in 1974 and amended in 1986, 1996, 2018 and 2021 with the passage of the Bipartisan Infrastructure Law signed into law on November 15, 2021 (“BIL”); and

WHEREAS, the BIL, also known as the Infrastructure Investment and Jobs Act was implemented with the purpose, among others, of expanding access to clean drinking water throughout the United States of America; and

WHEREAS, the Governmental Unit is a municipality organized and existing under the general laws of the State, specifically the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§3-15-1 through 3-15-16, all as amended, and is a qualified local authority under the DWSRLF Act; and

WHEREAS, the Governmental Unit is authorized by the laws of the State, and in particular NMSA 1978, §§ 3-31-1 through 3-31-12, to enter into this Loan Agreement and accept a loan for the purpose of financing the Project; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA, may be forgiven and, if forgiven, will not be required to be repaid; and

WHEREAS, the Governing Body of the Governmental Unit has determined that it is in the best interests of the Governmental Unit and the public it serves that the Governmental Unit enter into this Loan Agreement with the NMFA and accept a loan and subsidy from the NMFA to finance the costs of the Project, as more fully described on the Term Sheet attached hereto as Exhibit “A”; and

WHEREAS, the Project appears on the Drinking Water Fundable Priority List; and

WHEREAS, the Project has been planned and authorized in conformity with the Intended Use Plan; and

WHEREAS the NMFA will disburse the proceeds of the Loan for construction after written determination by the NMFA, the New Mexico Environment Department (the “Department”), or other appropriate agency or entity on behalf of the NMFA (pursuant to an agreement between such agency or entity and the NMFA) that the Governmental Unit has complied with EPA’s guidelines applicable to the Project and with the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems. Upon written determination of compliance, the NMFA, the Department or other appropriate agency or entity will approve (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) plans and specifications pursuant to 42 U.S.C. Section 300j-12; and (4) bids for the acquisition and completion of the Project; and

WHEREAS, a portion of the funds made available under this Loan Agreement pursuant to the DWSRLF Act and the SDWA are federal funds categorized as CFDA 66.468; and

WHEREAS, pursuant to information provided by the Governmental Unit and environmental review by applicable State and federal agencies, and in accordance with 40 C.F.R. Sections 6.204, 6.300(c)(1), and 6.301(f), and pursuant to the environmental review process of the State, the NMFA will determine in writing prior to disbursement of any proceeds of the Loan for construction if the Project meets the requirements for a Categorical Exclusion as defined in the State Environmental Review Process (SERP) for the Drinking Water State Revolving Loan Fund; and

WHEREAS, pursuant to 42 U.S.C. 300j-12(a)(3), the New Mexico Environment Department Drinking Water Bureau has determined that the Governmental Unit has sufficient technical, managerial and financial capability to operate the Project for its useful life and ensure compliance with the requirements of the SDWA.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the NMFA and the Governmental Unit agree:

ARTICLE I

DEFINITIONS

Capitalized terms defined in this Article I, for all purposes, shall have the meaning specified in this Article I wherever used in this Loan Agreement, including the foregoing recitals, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined). Capitalized terms defined in the foregoing recitals, if not defined in this Article I, shall have the same meaning as therein stated when used in this Loan Agreement, unless the context clearly requires otherwise. Capitalized terms used and not defined in this Loan Agreement shall have the meaning given to each of those capitalized terms in the Master Ordinance.

“Administrative Fee” or “Administrative Fee Component” means the 0.25% annual fee payable to the NMFA as 0.25% of the Aggregate Repayable Disbursements then outstanding as a part of each Loan Agreement Payment for the costs of originating and servicing the Loan.

“Aggregate Disbursements” means, at any time after the Closing Date, the sum of all Disbursements.

“Aggregate Forgiven Disbursements” means the amount of subsidy provided in the form of principal forgiveness, and shall at any time after the Closing Date be equal to the product of the subsidy times the Aggregate Disbursements, up to the Maximum Forgiven Principal Amount.

“Aggregate Program Amount” means, with respect to this Loan Agreement, the sum of the Aggregate Repayable Disbursements and the Aggregate Forgiven Disbursements up to the Maximum Principal Amount.

“Aggregate Repayable Disbursements” means, at any time after the Closing Date, the Aggregate Disbursements less the Aggregate Forgiven Disbursements.

“Approved Requisition” means a requisition in the form of Exhibit “C” to this Loan Agreement, together with the required supporting documentation set out in Exhibit “C” submitted to and approved by the NMFA pursuant to Section 4.2 of this Loan Agreement.

“Authorized Officers” means, with respect to the Governmental Unit, the Mayor, City Manager, Finance Director, and City Clerk thereof; and with respect to the NMFA, any one or more of the Chairperson, Vice-Chairperson, Secretary and Chief Executive Officer, and any other officer or employee of the NMFA designated in writing by an Authorized Officer of the NMFA.

“Bonds” means drinking water state revolving loan fund revenue bonds, if any, issued hereafter by the NMFA and specifically related to this Loan Agreement and the Loan Agreement Payments.

“Closing Date” means the date of execution and delivery of this Loan Agreement as shown on the Term Sheet.

“Debt Service Account” means the debt service account established in the name of the Governmental Unit and administered by the NMFA to pay the Loan Agreement Payments under this Loan Agreement as the same become due.

“Debt Service Requirements” for any given period, means the sum of: (a) the amount required to pay the interest becoming due on the applicable System Bonds, during that period or to make reimbursements for payments of interest; and (b) the amount required to pay the principal or Accreted Value becoming due on the applicable System Bonds during that period, whether upon maturity or the Accreted Term Date. For purposes of calculating the maximum annual Debt Service Requirements, assumption set forth in the Master Ordinance applicable to the calculation of Debt Service Requirements shall be used.

“Department” means the New Mexico Environment Department.

“Disbursement” means an amount caused to be paid by the NMFA for an Approved Requisition for costs of the Project, calculated on the basis of the amount of such Approved Requisition.

“Drinking Water Fundable Priority List” means the list of drinking water projects compiled by the Department pursuant to the Memorandum of Understanding and the Intended Use Plan.

“DWSRLF Act” means the general laws of the State, particularly the Drinking Water State Revolving Loan Fund Act, NMSA 1978, §§ 6-21A-1 through 6-21A-9, the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-15-1 through 3-15-16, all as amended, and enactments of the Governing Body relating to this Loan Agreement including the Ordinance.

“Drinking Water State Revolving Loan Fund” means the drinking water state revolving loan fund established by the DWSRLF Act.

“Environmental Protection Agency” or “EPA” means the United States Environmental Protection Agency.

“Event of Default” means one or more events of default as defined in Section 10.1 of this Loan Agreement.

“Final Loan Agreement Payment Schedule” means the schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, as determined on the basis of the Aggregate Repayable Disbursements.

“Final Requisition” means the final requisition of moneys to be submitted by the Governmental Unit, which shall be submitted by the Governmental Unit on or before the date provided for in Section 4.1(b) of this Loan Agreement.

“NMFA Act” means NMSA 1978, §§ 6-21-1 through 6-21-31, as amended.

“Fiscal Year” means the period commencing on July 1 of each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Generally Accepted Accounting Principles” means the officially established accounting principles applicable to the Governmental Unit consisting of the statements, determinations and other official pronouncements of the Government Accounting Standards Board, Financial Accounting Standards Board, Federal Accounting Standards Board or other principle-setting body acceptable to the NMFA establishing accounting principles applicable to the Governmental Unit.

“Governing Body” means the duly organized City Council of the Governmental Unit, or any successor governing body of the Governmental Unit.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Governmental Unit from the operation and use of the System, or any part of the System, and includes, without limitation, all revenues received by the Governmental Unit, or any municipal corporation or agency succeeding to the rights of the Governmental Unit, from the System and from the sale and use of water or water facilities furnished to the inhabitants in the Service Area. Such term also includes:

(a) All income derived from the investment of any money in the Acquisition Fund, Income Fund, Debt Service Fund, Reserve Fund and Rate Stabilization Fund and from surplus Net Revenues;

(b) Money released from the Rebate Fund to the Governmental Unit;

(c) Money released from the Rate Stabilization Fund to the extent that the amount released is used to pay Operation and Maintenance Expenses or Debt Service Requirements on System Bonds in the year released;

(d) Property insurance proceeds which are not necessary to restore or replace the property lost or damaged and the proceeds of the sale or other disposition of any part of the System; and

(e) Such other amounts that may be designated as Gross Revenues in a Supplemental Ordinance.

Gross Revenues do not include:

(a) Any money received as (i) grants or gifts from the United States of America, the State or other sources or (ii) the proceeds of any charge or tax intended as a replacement therefor or other capital contributions from any source which are restricted as to use;

(b) Gross receipts taxes, other taxes and/or fees collected by the Governmental Unit and remitted to other governmental agencies; and

(c) Condemnation proceeds or the proceeds of any insurance policy, except for (d) above and any insurance proceeds derived in respect of loss of use or business interruption.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Loan Agreement and not solely to the particular section or paragraph of this Loan Agreement in which such word is used.

“Independent Accountant” means (i) an accountant employed by the State and under the supervision of the State Auditor, or (ii) any certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Governmental Unit who (a) is, in fact, independent and not under the domination of the Governmental Unit, (b) does not have any substantial interest, direct or indirect, with the Governmental Unit, and (c) is not connected with the Governmental Unit as an officer or employee of the Governmental Unit, but who may be regularly retained to make annual or similar audits of the books or records of the Governmental Unit.

“Intended Use Plan” means the current plan prepared by the NMFA and the Department and approved by the Environmental Protection Agency pursuant to 42 U.S.C. Section 300j-12(b) and 40 CFR §35.3555 which establish criteria for extending drinking water improvements financial assistance to qualifying public drinking water utility systems.

“Interest Component” means the portion of each Loan Agreement Payment paid as interest accruing on the Aggregate Repayable Disbursements then outstanding, calculated from the date of each Disbursement.

“Interest Rate” means the rate of interest on this Loan Agreement, which includes the Administrative Fee, as shown on the Term Sheet.

“Interim Period” means the period no greater than twenty-seven (27) months, or a longer period as may be approved by the NMFA as provided in Section 4.1(b) of this Loan Agreement, beginning on the Closing Date, during which the NMFA will disburse moneys to the Governmental Unit to pay costs of the Project, unless extended pursuant to Section 4.1(b) of this Loan Agreement.

“Interim Loan Agreement Payment Schedule” means the anticipated schedule of Loan Agreement Payments due on this Loan Agreement following the Final Requisition, assuming disbursement of the entire Aggregate Program Amount within twenty-seven (27) months of the Closing Date. The Interim Loan Agreement Payment Schedule is attached hereto as Exhibit “B”.

“Loan” means the funds to be loaned to the Governmental Unit by the NMFA pursuant to this Loan Agreement, up to the Maximum Principal Amount.

“Loan Agreement” means this loan and subsidy agreement and any amendments or supplements hereto, including the exhibits attached to this loan and subsidy agreement.

“Loan Agreement Payment” means, collectively, the Maximum Repayable Principal Amount, the Interest Component and the Administrative Fee Component to be paid by the

Governmental Unit as payment on the Aggregate Repayable Disbursements under this Loan Agreement, as shown on Exhibit “B” hereto.

“Loan Agreement Payment Date” means each date a Loan Agreement payment is due on this Loan Agreement as shown on the Interim Loan Agreement Payment Schedule, attached hereto as Exhibit “B” or in the Final Loan Agreement Payment Schedule.

“Loan Agreement Term” means the term of this Loan Agreement as provided under Article III of this Loan Agreement.

“Master Ordinance” means the Governmental Unit’s Ordinance No. 2016-19, adopted May 11, 2016, as amended and supplemented from time to time.

“Maximum Annual Debt Service” means the Maximum Repayable Principal Amount and Interest due on all outstanding Senior and Parity Obligations of the Governmental Unit

“Maximum Forgiven Principal Amount” means the maximum amount of loan subsidy available in the form of principal forgiveness to be applied proportionally at the time of each Disbursement to the Governmental Unit, up to fifty percent (50%) of the Maximum Principal Amount. The Maximum Forgiven Principal Amount is eight million five hundred thousand dollars (\$8,500,000).

“Maximum Principal Amount” means seventeen million dollars (\$17,000,000).

“Maximum Repayable Principal Amount” means the maximum amount of Aggregate Repayable Disbursements made to the Governmental Unit pursuant to this Loan Agreement. The Maximum Repayable Principal Amount is eight million five hundred thousand dollars (\$8,500,000).

“Memorandum of Understanding” means the current memorandum of understanding by and between the NMFA and the Department pursuant to the DWSRLF Act describing and allocating duties and responsibilities in connection with the Drinking Water State Revolving Loan Fund program.

“Net Revenues” means the Gross Revenues of the System minus Operation and Maintenance Expenses, indirect charges, amounts expended for capital replacements and repairs, required set asides for debt and replacement requirements, and any other payments from the Gross Revenues reasonably required for operation of the System.

“NMSA 1978” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented from time to time.

“Operating Agreement” means the operating agreement entered into between the NMFA and the Environmental Protection Agency, Region 6, for the Drinking Water State Revolving Loan Fund program.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the System, for any particular Fiscal Year or period to which such term is applicable, paid or accrued, related to operating, maintaining and repairing the System, including, without limiting the generality of the foregoing:

(a) Legal and overhead expenses of the Governmental Unit directly related and reasonably allocable to the administration of the System;

(b) Insurance premiums for the System, including, without limitation, premiums for property insurance, public liability insurance and workmen’s compensation insurance, whether or not self-funded;

(c) Premiums, expenses and other costs (other than required reimbursements of insurance proceeds and other amounts advanced to pay debt service requirements on System Bonds) for credit facilities;

(d) Any expenses described in this definition other than expenses paid from the proceeds of System Bonds;

(e) The costs of audits of the books and accounts of the System;

(f) Amounts required to be deposited in any rebate fund;

(g) Salaries, administrative expenses, labor costs, surety bonds and the cost of water, materials and supplies used for or in connection with the current operation of the System; and

(h) Any fees required to be paid under any operation, maintenance and/or management agreement with respect to the System.

Operation and Maintenance Expenses do not include any allowance for depreciation, payments in lieu of taxes, franchise fees payable or other transfers to the Governmental Unit’s general fund, liabilities incurred by the Governmental Unit as a result of its negligence or other misconduct in the operation of the System, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

“Ordinance” means Ordinance No. 2025-_____ adopted by the Governing Body of the Governmental Unit on June 11, 2025, approving this Loan Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet, as supplemented from time to time.

“Permitted Investments” means securities which are at the time legal investments of the Governmental Unit for the money to be invested, as applicable, including but not limited to the following if permitted by law: (i) securities that are issued by the United States government or by its agencies or instrumentalities and that are either direct obligations of the United States, the federal home loan mortgage association, the federal national mortgage association, the federal

farm credit bank, federal home loan banks or the student loan marketing association or that are backed by the full faith and credit of the United States government; (ii) negotiable securities of the State; (iii) money market funds which invest solely in obligations described in clause (i) above which are rated in the highest rating category by Moody's Investors Service, Inc. or S & P Global Ratings; and (iv) the State Treasurer's short-term investment fund created pursuant to NMSA 1978, § 6-10-10.1, as amended, and operated, maintained and invested by the office of the State Treasurer.

"Pledged Revenues" means the Net Revenues of the Governmental Unit pledged to the payment of the Loan Agreement Payments by the Ordinance and this Loan Agreement and described in the Term Sheet.

"Principal Component" means the portion of each Loan Agreement Payment paid as principal on this Loan Agreement, based upon the Aggregate Repayable Disbursements, as shown on Exhibit "B" attached to this Loan Agreement.

"Project" means the project(s) described on the Term Sheet.

"Safe Drinking Water Act" or "SDWA" means 42 U.S.C. §§ 300f et seq.

"Senior Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred, payable from or secured by a pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues superior to the lien created by this Loan Agreement, including any such obligations shown on the Term Sheet.

"Service Area" means the area served by the System, whether situated within or without the limits of the Governmental Unit.

"State Environmental Review Process" or "SERP" means the environmental review process adopted by the NMFA, as required by and approved by the Environmental Protection Agency, pursuant to the Operating Agreement.

"Subordinate Parity Obligations" means any bonds or obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues on parity with this Loan Agreement and subordinate to any outstanding Senior Obligations having a superior lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"Super Subordinate Obligations" means any bonds or other obligations of the Governmental Unit now outstanding or hereafter issued or incurred with a lien on the Pledged Revenues subordinate to the lien created by this Loan Agreement and subordinate to any other outstanding Senior Obligation and Subordinate Parity Obligations having a lien on the Pledged Revenues, including any such obligations shown on the Term Sheet.

"System" means the water utility system operated pursuant to the Governmental Unit's Code of Ordinances Chapter XXV, as amended from time to time, owned, operated and maintained by the Governmental Unit, and of which the Project, when completed, will form part. The System

consists of all properties, real, personal, mixed or otherwise, now owned or hereafter acquired by the Governmental Unit through purchase, condemnation, construction or otherwise, including all expansions, extensions, enlargements and improvements of or to the water utility system, and used in connection therewith or relating thereto, and any other related activity or enterprise of the Governmental Unit designated by the Governing Body as part of the water utility system, whether situated within or without the limits of the Governmental Unit.

“System Bonds” means any bonds and other similar indebtedness payable solely or primarily from the Pledged Revenues, including this Loan Agreement, and any Senior Obligations, Subordinate Parity Obligations and Super Subordinate Obligations.

“Term Sheet” means Exhibit “A” attached to this Loan Agreement.

“Unrequisitioned Principal Amount” means the amount, if any, by which the Maximum Principal Amount exceeds the Aggregate Disbursements at the time the Governmental Unit submits the certificate of completion required pursuant to Section 6.3 of this Loan Agreement.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1 Representations, Covenants and Warranties of the Governmental Unit. The Governmental Unit represents, covenants and warrants as follows:

(a) Binding Nature of Covenants; Enforceability. All representations, covenants, stipulations, obligations and agreements of the Governmental Unit contained in this Loan Agreement shall be deemed to be the representations, covenants, stipulations, obligations and agreements of the Governmental Unit to the full extent authorized or permitted by law, and such representations, covenants, stipulations, obligations and agreements shall be binding upon the Governmental Unit and its successors and enforceable in accordance with their terms, and upon any board or body to which any powers or duties affecting such representations, covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law. Except as otherwise provided in this Loan Agreement, all rights, powers and privileges conferred and duties and liabilities imposed upon the Governmental Unit by the provisions of this Loan Agreement and the Ordinance shall be exercised or performed by the Governmental Unit or by such members, officers, or officials of the Governmental Unit as may be required by law to exercise such powers and to perform such duties.

(b) Authorization of the Loan Agreement, and Readiness to Proceed. The Governmental Unit is a municipality, and is duly organized and existing under the statutes and laws of the State, including specifically the home rule charter of the Governmental Unit adopted under Article X Section 6 of the New Mexico Constitution and the Municipal Code, NMSA 1978, §§ 3-15-1 through 3-15-16, all as amended. The Governmental Unit is a local authority as defined in the DWSRLF Act. The Governmental Unit is authorized to enter into the transactions contemplated by this Loan Agreement and to carry out its obligations hereunder. The

Governmental Unit has duly authorized and approved the execution and delivery of this Loan Agreement and the other documents related to the transaction. The Governmental Unit has met all readiness to proceed requirements of the NMFA and has met and will continue to meet all requirements of law applicable to this Loan Agreement.

(c) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the Aggregate Program Amount, pursuant to Section 6.1 of this Loan Agreement to the acquisition and completion of the Project and to no other purpose, as follows:

(i) The Governmental Unit shall, within two (2) years after the Closing Date, have completed the acquisition of the Project, and shall within twenty-seven (27) months after the Closing Date have requisitioned the Aggregate Program Amount, or such portion thereof as shall be necessary to complete the Project, unless an extension is agreed to pursuant to Section 4.1(b) of this Loan Agreement.

(d) Payment of Loan Agreement Payments. The Governmental Unit meets and will continue to meet the requirements established by the NMFA to assure sufficient Pledged Revenues to operate and maintain the System for its useful life and repay the Loan. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(e) Acquisition and Completion of Project; Compliance with Laws. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Governmental Unit shall exercise its power of eminent domain, if needed to comply with this paragraph.

(f) Necessity of Project. The acquisition and completion of the Project under the terms and conditions provided for in this Loan Agreement is necessary, convenient and in furtherance of the governmental purposes of the Governmental Unit and is in the best interests of the Governmental Unit and the public it serves.

(g) Legal, Valid and Binding Obligation. The Governmental Unit has taken all required action necessary to authorize the execution and delivery of this Loan Agreement. This Loan Agreement constitutes a legal, valid and binding special obligation of the Governmental Unit enforceable in accordance with its terms.

(h) Loan Agreement Term. The Loan Agreement Term does not exceed the anticipated useful life of the Project.

(i) Use of Project. During the Loan Agreement Term, the Project will at all times be used for the purpose of benefiting the Governmental Unit and the public it serves.

(j) No Excess Loan Agreement Proceeds. The amount loaned to the Governmental Unit under this Loan Agreement as set forth on the Term Sheet does not exceed the sum of: (i) the cost of the Project; and (ii) an amount necessary to pay Expenses and related professional fees.

(k) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement and the other documents related to this transaction, nor the fulfillment of or compliance with the terms and conditions in this Loan Agreement and the other documents related to this transaction, nor the consummation of the transactions contemplated herein, conflicts with or results in a breach of terms, conditions or provisions of any restriction or any agreement or instrument to which the Governmental Unit is a party or by which the Governmental Unit is bound or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Governmental Unit or its properties are subject, or constitutes a default under any of the foregoing.

(l) Irrevocable Enactments. While this Loan Agreement remains outstanding and unpaid, any ordinance, resolution or other enactment of the Governing Body applying the Pledged Revenues for the payment of this Loan Agreement shall be irrevocable until this Loan Agreement has been paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner which would in any way jeopardize the timely payment of Loan Agreement Payments.

(m) Outstanding and Additional Debt. Except for the Subordinate Parity Obligations and Senior Obligations described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a lien on the Pledged Revenues superior to or on a parity with the lien of this Loan Agreement. No additional indebtedness, bonds or notes of the Governmental Unit, payable on a parity with or on a priority ahead of the indebtedness herein authorized out of Pledged Revenues, shall be created or incurred while this Loan Agreement remains outstanding without the prior written approval of the NMFA.

(n) No Litigation. To the knowledge of the Governmental Unit after due investigation, no litigation or proceeding is pending or threatened against the Governmental Unit or any other person affecting the right of the Governmental Unit to execute or deliver this Loan Agreement and the other documents related to this transaction or to comply with its obligations under this Loan Agreement and documents related to the transaction. Neither the execution and delivery of this Loan Agreement and the other documents related to the transaction by the Governmental Unit nor compliance by the Governmental Unit with the obligations under this Loan Agreement and the other documents related to the transaction, requires the approval of any

regulatory body, or any other entity, which approval has not been obtained or which is not reasonably expected to be obtained.

(o) No Event of Default. No event has occurred and no condition exists which, upon the execution and delivery of this Loan Agreement and the other documents related to the transaction, would constitute an Event of Default on the part of the Governmental Unit under this Loan Agreement and the other documents related to the transaction.

(p) Existing Pledges; Pledged Revenues Not Budgeted. Except as described on the Term Sheet the Pledged Revenues have not been pledged or hypothecated in any manner for any purpose at the time of execution and delivery of this Loan Agreement. The portion of the Pledged Revenues necessary to pay the Loan Agreement Payments, as and when due, is not needed or budgeted to pay current or anticipated operational or other expenses of the Governmental Unit.

(q) Expected Coverage Ratio. The Pledged Revenues from the current Fiscal Year are projected to equal or exceed one hundred twenty percent (120%) and, on an ongoing basis during each year of the Loan Agreement Term are reasonably expected to equal or exceed one hundred twenty percent (120%) of the Debt Service Requirements on all Senior Obligations and all Subordinate Parity Obligations Outstanding in such Fiscal Year.

(r) Governmental Unit's Existence. The Governmental Unit will maintain its legal identity and existence so long as System Bonds remain outstanding, unless another political subdivision by operation of law succeeds to the liabilities, rights and duties of the Governmental Unit under this Loan Agreement without adversely affecting to any substantial degree the privileges and rights of the NMFA. However, the Governmental Unit may, annex or de-annex land if the Governmental Unit complies with other applicable covenants contained in the Master Ordinance.

(s) Continuing Disclosure. The Governmental Unit covenants that it shall provide continuing disclosure to the NMFA, as the NMFA may require, that shall include, but not be limited to: Project documents, annual audits, operational data required to update information in any disclosure documents used in connection with assignment or securitizing the Loan Agreement or the Loan Agreement Payments by issuance of Bonds by the NMFA, and notification of any event deemed material by the NMFA. For the purposes of this Loan Agreement, a material event shall include, without limitation, any violation of federal law, regulation, or policy which governs or applies to participants in the Drinking Water State Revolving Loan Fund program which is alleged or found by a state or federal agency of appropriate jurisdiction.

(t) Single Audit Act Requirement. The Governmental Unit acknowledges that the funding provided pursuant to this Loan Agreement is derived in large part from federal grants to the Drinking Water State Revolving Loan Fund program pursuant to the Operating Agreement. During the Loan Agreement Term, the Governmental Unit shall annually, so long as the Governmental Unit expends more or equal to the threshold amount set forth in 2 C.F.R. Section 200.501 during any one Fiscal Year, cause an audit of the books and accounts of its operations in their entirety, in accordance with § 200.514, except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. 200.501(c) to be completed by an Independent Accountant

in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. Section 7501 et seq.), and applicable regulations thereunder. The Governmental Unit shall notify the NMFA and the Drinking Water State Revolving Loan Fund program when it conducts an audit in accordance with 2 C.F.R. Section 200.501. The Governmental Unit shall provide a copy to the NMFA and the Drinking Water State Revolving Loan Fund program of such audit within 30 days of completion. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and the NMFA of any findings and recommendations pertaining to the Drinking Water State Revolving Loan Fund contained in the audit. The Governmental Unit will also submit the audit to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months of the end of the audit period pursuant to 2 CFR § 200.512. The Governmental Unit will inform the Drinking Water State Revolving Loan Fund program and NMFA that the audit has been submitted to the Federal Audit Clearinghouse and provide a copy to the Drinking Water State Revolving Loan Fund program and NMFA upon request. The audit will also be available for inspection by the NMFA Environmental Protection Agency.

(u) Construction Requirements. The Governmental Unit shall require any contractor hired by it in connection with the construction of the Project to post a performance and payment bond as provided by NMSA 1978, § 13-4-18, as amended.

Section 2.2 Protective Covenants Regarding Operation of the System.

The Governmental Unit further represents, covenants and warrants as follows:

(a) Rate Covenant.

(i) The Governmental Unit covenants that it will at all times fix rates and collect charges for each class of service rendered by the System, and to, from time to time, amend or adjust such rates so that Gross Revenues of the System shall always be sufficient to provide for the payment of expenses of administration, Operation and Maintenance Expenses, other expenses which may be necessary to preserve the System in good repair and working order, including the necessary reserves therefor and all other payments necessary to meet ongoing legal obligations to be paid at that time; and

(ii) The Governmental Unit further covenants that it will at all times fix, charge and collect such rates and charges as shall be required in order that in each Fiscal Year the Pledged Revenues shall at least equal (i) 130% of the Debt Service Requirements on all Senior Obligations outstanding in such Fiscal Year and (ii) 120% of the Debt Service Requirements on all Senior Obligations and all Subordinate Parity Obligations outstanding in such Fiscal Year.

(iii) Failure by the Governmental Unit to comply with the foregoing Rate Covenant in any Fiscal Year will not constitute an event of default under the Master Ordinance so long as the Governmental Unit, within 180 days after the end of any such Fiscal Year, adopts the schedule of rates and charges recommended or approved by a Consulting Engineer which would bring the Governmental Unit into compliance with the Rate Covenant. The Governmental Unit is also required under the Master Ordinance in each Fiscal Year to complete a review of its financial condition for the purpose of estimating whether the Net Revenues for such Fiscal Year and for the

next succeeding Fiscal Year will be sufficient to comply with the Rate Covenant set forth above. If the Governmental Unit determines that the Net Revenues may not be so sufficient, it shall forthwith cause the Consulting Engineer to make a study for the purpose of recommending a schedule of fees, rates and charges for the System which, in the opinion of the Consulting Engineer, will cause sufficient Gross Revenues to be collected in such Fiscal Year to comply with the Rate Covenant set forth above and will cause additional Gross Revenues to be collected in such Fiscal Year sufficient to eliminate the amount of any deficiency at the earliest practicable time within such Fiscal Year. The Governmental Unit shall as promptly as practicable adopt and place in effect the schedule of fees, rates and charges recommended or approved by the Consulting Engineer pursuant to the Master Ordinance. In the alternative of establishing fees, rates and charges necessary to meet the Rate Covenant set forth above, the Governmental Unit may implement reductions in Operation and Maintenance Expenses for the System in an amount sufficient to meet the Rate Covenant.

(b) Lien on Lands Serviced by the System. State law grants the Governmental Unit a lien upon each lot or parcel of land for the charges imposed for water services supplied by the System to the owner of such lot or parcel (except as otherwise provided in NMSA 1978, § 3-23---6). The Governmental Unit will cause each lien to be perfected in accordance with the provisions of NMSA 1978, §§ 3-23--6 and 3--36--1 through 3--36---5. The Governmental Unit will take all necessary steps to enforce the lien against any parcel of property the owner of which is delinquent for more than six (6) months in the payment of charges imposed for the use of the System.

(c) Levy of Charges. The Governmental Unit will promptly fix, establish and levy the rates and charges which are required by Section 2.2(a) hereof. Unless contrary to any provision of applicable law, any resolution or ordinance adopted by the Governing Body to fix, establish and levy such rates and charges shall be deemed an administrative or executive matter not subject to the referendum provisions of the Charter or State law. No reduction in any initial or existing rate schedule for the System may be made unless:

(i) The Governmental Unit has fully complied with the requirements of the rate covenant contained in Section 2.2(a) hereof for any twelve (12) consecutive months out of the sixteen (16) calendar months immediately preceding the reduction of the rate schedule, and

(ii) The audit required by Section 26.09 of the Master Ordinance or a separate certificate by an Independent Accountant for or relating to any twelve (12) consecutive months out of the sixteen (16) calendar months immediately preceding any reduction discloses that the Pledged Revenues resulting from the proposed rate schedule would have been sufficient to meet the rate covenant contained in Section 2.2(a) hereof during the applicable twelve (12) month period.

(d) Efficient Operation. The Governmental Unit will maintain the System in efficient operating condition and make such improvements, extensions, enlargements, repairs and betterments to the System as may be necessary or advisable for its economical and efficient operation at all times and sufficient to supply reasonable public and private demands for System services within the Service Area of the System.

(e) Records. So long as this Loan Agreement remains outstanding, proper books of record and account will be kept by the Governmental Unit in accordance with Generally Accepted Accounting Principles, separate from all other records and accounts, showing complete and correct entries of all transactions relating to the System. However, pursuant to NMSA 1978, § 6-14-10(E), as amended, records with regard to the ownership or pledge of System Bonds are not subject to inspection or copying.

(f) Right to Inspect. The NMFA, or its duly authorized agents, shall have the right to inspect at all reasonable times the Project and all records, accounts and data relating to the Project, the Pledged Revenues and the System.

(g) Audits. Within one hundred eighty (180) days following the close of each Fiscal Year, the Governmental Unit will cause an audit of the books and accounts of the System and its separate systems to be made by an Independent Accountant and the audit to be made available for inspection by the NMFA. Each audit of the System shall comply with Generally Accepted Accounting Principles. The audit required by this section may, at the Governmental Unit's discretion, be performed as a part of or in conjunction with the audit required under the Single Audit Act as set forth in Section 2.1(t) of this Loan Agreement.

(h) Billing Procedure. Bills for water services, furnished by or through the System shall be rendered to customers on a regular basis each month following the month in which the service was rendered and shall be due as required by the applicable ordinance, resolution, regulation or policy of the Governmental Unit. To the extent permitted by law, if a bill is not paid within the period of time required by such ordinance, water services shall be discontinued as required by Governmental Unit ordinance, and the rates and charges due shall be collected in a lawful manner, including, but not limited to, the cost of disconnection and reconnection.

(i) Charges and Liens Upon System. The Governmental Unit will pay when due from Gross Revenues or other legally available funds all taxes and assessments or other municipal or governmental charges, lawfully levied or assessed upon the System and will observe and comply with all valid requirements of any municipal or governmental authority relating to the System. The Governmental Unit will not create or permit any lien or charge upon the System or the Gross Revenues or it will make adequate provisions to satisfy and discharge within sixty (60) days after the same accrue, all lawful claims and demands for labor, materials, supplies or other objects, which, if unpaid, might by law become a lien upon the System or the Gross Revenues. However, the Governmental Unit shall not be required to pay or cause to be discharged, or make provision for any tax assessment, lien or charge before the time when payment becomes due or so long as the validity thereof is contested in good faith by appropriate legal proceedings and there is no adverse effect on NMFA.

(j) Insurance. Subject, in each case, to the condition that insurance is obtainable at reasonable rates and upon reasonable terms and conditions, in its operation of the System, the Governmental Unit will procure and maintain or cause to be procured and maintained commercial insurance or provide Qualified Self Insurance with respect to the facilities constituting the System and public liability insurance in the form of commercial insurance or Qualified Self Insurance and, in each case, in such amounts and against such risks as are, in the judgment of the

Governing Body, prudent and reasonable taking into account, but not being controlled by, the amounts and types of insurance or self-insured programs provided by entities which operate systems such as the System. "Qualified Self Insurance" means insurance maintained through a program of self insurance or insurance maintained with a fund, company or association in which the Governmental Unit may have a material interest and of which the Governmental Unit may have control, either singly or with others. Each plan of Qualified Self Insurance shall be established in accordance with law, shall provide that reserves be established or insurance acquired in amounts adequate to provide coverage which the Governmental Unit determines to be reasonable to protect against risks assumed under the Qualified Self Insurance plan, including any potential retained liability in the event of the termination of such plan of Qualified Self Insurance. In the event of property loss or damage to the System, insurance proceeds shall be used first for the purpose of restoring or replacing the property lost or damaged and thereafter, and any remainder may be used to redeem System Bonds or be treated as Gross Revenues and used in any legally permissible manner.

(k) Competing Utility System. Unless contrary to any provision of, or required by, applicable law, as long as this Loan Agreement is outstanding, the Governmental Unit prior to granting any franchise or license to a competing utility system, or permitting any person, association, firm or corporation to sell similar utility services or facilities to any consumer, public or private, within the Service Area of the System; provided, however, that nothing herein shall prevent the Governmental Unit from annexing land into its boundaries solely due to the fact that there is a competing utility system or person, association, firm or corporation providing such utility services or facilities within or for the land to be annexed.

(l) Alienating System. While the System Bonds are outstanding, the Governmental Unit shall not, except as permitted below, transfer, sell, or otherwise dispose of the System. For purposes of this Section 2.2(l), any transfer of an asset over which the Governmental Unit retains or regains substantial control shall not, for so long as the Governmental Unit has such control, be deemed a disposition of the System.

The Governmental Unit may transfer, sell or otherwise dispose of the System only if such transfer, sale or disposition complies with one or more of the following provisions:

(i) The property being disposed of is inadequate, obsolete or worn out;
or

(ii) The property proposed to be disposed of and all other property of the System disposed of during the twelve (12) month period ending on the day of such transfer (but excluding property disposed of under Subsection 2.2(l)(i) above) will not, in the aggregate, constitute a Significant Portion of the System determined as described below and the proceeds are deposited into the Income Fund to be used as described below; or

(iii) The Governmental Unit receives fair market value for the property, the proceeds are deposited into the Income Fund to be used as described below and prior to the disposition of such property there is delivered to the Fiscal Agent a certificate of a Consultant to the effect that notwithstanding such disposition, but taking into account the use of such proceeds

in accordance with the expectations of the Governmental Unit as evidenced by a certificate of an Authorized Officer, the Consultant estimates that the Governmental Unit will be in compliance with the rate covenant in Section 2.2(a) hereof during each of the five (5) Fiscal Years immediately following such disposition.

For purposes of this Section 2.2(l), the term “Significant Portion” of the System means property of the System which, if such property had been disposed of by the Governmental Unit at the beginning of the Fiscal Year which includes the month of commencement of the twelve (12) month period referred to in Subsection 2.2(l)(ii) above would have resulted in a reduction in Net Revenues for such Fiscal Year of more than four percent (4%) when the actual Net Revenues for such Fiscal Year are decreased by the revenues directly attributable to such property of the System and increased by the expenses of the Governmental Unit directly attributable to such property of the System.

Proceeds of the disposition of assets under the Subsection 2.2(l)(ii) or 2.2(l)(iii) above shall be deposited in the Income Fund and used, within a reasonable period of time, not to exceed three years, to (a) provide additional revenue-producing properties to the System, (b) redeem System Bonds or (c) create an escrow fund pledged to pay specified System Bonds and thereby cause such System Bonds to be deemed to be paid as provided in the Master Ordinance.

Properties of the System which were financed with the proceeds of obligations the interest on which is then excluded from gross income for federal income tax purposes shall not be disposed of, except under the terms of provision 2.2(l)(i) above, unless the Governmental Unit has first received a written opinion of Bond Counsel to the effect that such disposition will not cause the interest on such obligations to become includable in gross income for federal income tax purposes.

No such disposition shall be permitted which would cause the Governmental Unit to be in default of any other covenant contained in the Master Ordinance.

(m) Competent Management. The Governmental Unit shall employ experienced and competent personnel to manage the System.

(n) Performing Duties. The Governmental Unit will faithfully and punctually perform all duties with respect to the System required by the Constitution and laws of the State and the ordinances and resolutions of the Governmental Unit relating to the System and this Loan Agreement, including, but not limited to, making and collecting reasonable and sufficient rates and charges for services rendered or furnished by the System as required by this Section and the proper segregation and application of the Gross Revenues.

(o) No Other Liens. Except for those Senior Obligations, Subordinate Parity Obligations, and Super Subordinate Obligations listed in the Term Sheet, there are no liens or encumbrances of any nature whatsoever, on or against the System or the Gross Revenues or Net Revenues on parity with, subordinate or senior to the lien of this Loan Agreement.

(p) Free Services Prohibited. No free service, facilities nor commodities shall be furnished by the System. Should the Governmental Unit use water services or facilities supplied by the System for municipal purposes, or any combination thereof, or in any manner use the System, or any part thereof, any use of the System by or of the services rendered thereby to the Governmental Unit, or any department, board or agency thereof, will be paid for from the Governmental Unit's general fund or other available revenues at the reasonable value of the use so made, or service so rendered, which shall in no event be less than the rates charged to a System customer with similar consumption; and all the revenue so derived from the Governmental Unit shall be deemed to be income derived from the operation of the System, to be used and accounted for in the same manner as any other income derived from the operation of the System.

Section 2.3 Representations, Covenants and Warranties of the NMFA. The NMFA represents, covenants and warrants for the benefit of the Governmental Unit as follows:

(a) Legal Status and Authorization of Loan Agreement. The NMFA is a public body politic and corporate constituting a governmental instrumentality, separate and apart from the State, duly organized and created under and pursuant to the laws of the State, particularly the NMFA Act. The NMFA has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and has duly authorized the execution and delivery of this Loan Agreement.

(b) No Breach or Default Caused by Loan Agreement. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions of this Loan Agreement, nor the consummation of the transactions contemplated in this Loan Agreement, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the NMFA is a party or by which the NMFA is bound or constitutes a default under any of the foregoing and will not conflict with or constitute a violation of any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the NMFA, or its property and which conflict or violation will have a material adverse effect on the NMFA or the financing of the Project.

(c) No Litigation. To the knowledge of the NMFA, there is no litigation or proceeding pending or threatened against the NMFA or any other person affecting the right of the NMFA to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. To the knowledge of the NMFA, neither the execution and delivery of this Loan Agreement by the NMFA, nor compliance by the NMFA with its obligations under this Loan Agreement, requires the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) Legal, Valid and Binding Obligation. This Loan Agreement constitutes a legal, valid and binding obligation of the NMFA enforceable in accordance with its terms.

(e) NMFA Compliance with Policies. As related to this Loan Agreement, the NMFA has complied with all applicable policies and procedures, as adopted and approved by the

NMFA Board of Directors, or such policies or procedures have been waived by the NMFA Board of Directors.

(f) Compliance with Securities Laws. The NMFA acknowledges that no offering document or prospectus has been prepared by the Governmental Unit with respect to this Loan Agreement. The NMFA has been provided with and has reviewed such information as it deems relevant in making its decision to make the Loan to the Governmental Unit and has assumed and relied on the accuracy of such information. The NMFA will not sell, pledge, transfer, convey, hypothecate, mortgage or dispose of the Loan Agreement, or any portion thereof, except to persons who have been provided sufficient information with which to make an informed investment decision regarding the Loan Agreement and in compliance with the Securities Act of 1933, as amended, the regulations promulgated thereunder and applicable State securities laws and regulations.

ARTICLE III

LOAN AGREEMENT TERM

The Loan Agreement Term shall commence on the Closing Date and shall not terminate until the Governmental Unit's obligations under this Loan Agreement have been paid in full or provision for payment of this Loan Agreement has been made pursuant to Article VIII hereof.

ARTICLE IV

LOAN; APPLICATION OF MONEYS

Section 4.1 Application of Loan Agreement Proceeds.

(a) After the Closing Date and upon written determination of compliance by the Governmental Unit with Section 4.2 of this Loan Agreement, the amount shown on the Term Sheet as the Aggregate Program Amount shall be made available for disbursement by the NMFA to the Governmental Unit at the request of the Governmental Unit and as needed by the Governmental Unit to implement the Project.

(b) The Final Requisition shall be submitted by the Governmental Unit within twenty seven (27) months following the Closing Date, except only as otherwise approved in writing by an Authorized Officer of the NMFA, based on the Governmental Unit's demonstration, to the reasonable satisfaction of the Authorized Officer of the NMFA, that unanticipated circumstances beyond the control of the Governmental Unit resulted in delaying the acquisition and completion of the Project, and submission of the Governmental Unit's Final Requisition.

Section 4.2 Disbursements; Approval of Payment Requests. Prior to the disbursement of any proceeds of the Loan for construction, the Governmental Unit shall comply with EPA's guidelines applicable to the Project and with the requirements of the laws and regulations of the State governing the construction and operation of drinking water systems, and after written determination of compliance, the NMFA, the Department, or other appropriate agency or entity on

behalf of the NMFA, pursuant to an agreement between such agency or entity and the NMFA) will approve (1) the engineer and engineering solicitation process for the Project; (2) the engineering contract for the Project; (3) the plans and specifications pursuant to 42 U.S.C. Section 300j-12 and (4) the bids for the conduct and completion of the Project. The Governmental Unit shall transmit payment requisitions in the form attached to this Loan Agreement as Exhibit "C" and the supporting documentation required pursuant to Exhibit "C" to the NMFA. The NMFA or its designee shall review each requisition for compliance with (i) the Project's scope and (ii) all applicable state and federal laws, rules and regulations, and shall approve or disapprove the requisition accordingly. The NMFA shall cause an Approved Requisition to be paid from the Drinking Water State Revolving Loan Fund.

Section 4.3 Termination by NMFA. NMFA may terminate this Loan Agreement in its sole discretion if it determines and notifies the Governmental Unit in writing that the Governmental Unit has not met within a reasonable period of time the requirements of Section 4.2 of this Loan Agreement.

ARTICLE V

LOAN TO THE GOVERNMENTAL UNIT; PAYMENTS BY THE GOVERNMENTAL UNIT

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The NMFA hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the NMFA an amount not to exceed the Maximum Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. Subject to any outstanding Senior Obligations and Subordinate Parity Obligations, the Governmental Unit does hereby grant a lien on and a security interest in and does hereby convey, assign and pledge unto the NMFA and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on a parity with any Subordinate Parity Obligations and subordinate to any Senior Obligations, (ii) the Debt Service Account, and (iii) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments, provided, however, that if the Governmental Unit, its successors or assigns, shall pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, or shall provide as permitted by Article VIII of this Loan Agreement for the payment thereof and shall pay all other amounts due or to become due under this Loan Agreement in accordance with its terms and provisions then, upon such final payment, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect, unless terminated by NMFA pursuant to Section 4.3 of this Loan Agreement. The Loan Agreement Payments shall, in the aggregate, be sufficient to pay the Aggregate Repayable Disbursements, as set forth in the Interim Loan Agreement Payment Schedule or the Final Loan Agreement Payment Schedule, as applicable.

Within five (5) days after each payment of an Approved Requisition during the Interim Period, the NMFA shall recalculate on the basis of the Aggregate Repayable Disbursements to that

date the Interest Component and Administrative Fee Component next coming due as set out in Section 5.2(a)(i) of this Loan Agreement and shall provide written notice to the Governmental Unit of the recalculated Interest Component and Administrative Fee Component. Within thirty (30) days after the final Disbursement, the NMFA shall provide a Final Loan Agreement Payment Schedule. The schedule of Loan Agreement Payments, assuming the disbursal of the entire Aggregate Program Amount within twenty-seven (27) months after the Closing Date, identified as the Interim Loan Agreement Payment Schedule, is attached to this Loan Agreement as Exhibit “B”. The NMFA shall provide a Final Loan Agreement Payment Schedule following the final Disbursement which shall supersede the schedule attached as Exhibit “B”.

The pledge of the Pledged Revenues and the lien thereon shall be effective upon the Closing Date. The Governmental Unit and the NMFA acknowledge and agree that the sources of the Loan Agreement Payments of the Governmental Unit hereunder are limited to the Pledged Revenues, and that the Loan Agreement shall constitute a special, limited obligation of the Governmental Unit. No provision of this Loan Agreement shall be construed or interpreted as creating a general obligation or other indebtedness of the Governmental Unit or the State within the meaning of any constitutional or statutory debt limitation. No provision of this Loan Agreement shall be construed to pledge or to create a lien on any class or source of Governmental Unit moneys other than the Pledged Revenues, nor shall any provision of this Loan Agreement restrict the future issuance of any bonds or obligations payable from any class or source of Governmental Unit moneys other than the Pledged Revenues. In addition, to the extent not required for the payments under Article XVIII of the Master Ordinance, including the payment of obligations of the Governmental Unit hereunder, the Pledged Revenues may be utilized by the Governmental Unit as provided in the Master Ordinance for any other purposes permitted by law and the laws of the State.

Section 5.2 Payment Obligations of Governmental Unit. The Debt Service Account shall be established and held by the NMFA or its designee on behalf of the Governmental Unit. All Loan Agreement Payments received by the NMFA or its designee pursuant to this Loan Agreement, shall be accounted for and maintained by the NMFA or its designee in the Debt Service Account, which account shall be kept separate and apart from all other accounts of the NMFA. The amounts on deposit in the Debt Service Account shall be expended and used by the NMFA only in the manner and order of priority specified herein.

(a) In accordance the payments required under Article XVII of the Master Ordinance, as a subordinate charge and lien, but not an exclusive subordinate charge and lien, on the Pledged Revenues (on a parity with the lien on the Pledged Revenues created by any outstanding Subordinate Parity Obligations and subordinate to any outstanding Senior Obligations), the Governmental Unit shall remit to the NMFA and the NMFA shall collect and deposit into the Debt Service Account from the Governmental Unit the Pledged Revenues, in the manner specified herein.

(i) Payment of Interest Component and Administrative Fee Component during Interim Period.

(A) During the Interim Period, the Interest Component and Administrative Fees shall accrue on the amount of Aggregate Repayable Disbursements, from the date of each Disbursement.

(B) During the Interim Period, within five (5) days after each payment of an Approved Requisition, the Finance Authority shall calculate the Interest Component and Administrative Fee Component next coming due on the Aggregate Repayable Disbursements.

(C) During the Interim Period, the Governmental Unit shall on June 1 and December 1 of each year, commencing on the first day of June or December, as the case may be, next following the first payment by the Finance Authority of an Approved Requisition, pay to the Finance Authority for deposit into the Debt Service Account such amount as is necessary, to pay the Interest Component and Administrative Fee Component on the Aggregate Repayable Disbursements as of each Loan Agreement Payment Date as described in the Loan Agreement Payment schedule attached as Exhibit "B" hereto.

(ii) Loan Agreement Payments Following the Interim Period. After the Interim Period, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the following amounts:

(A) Interest Component and Administrative Fee Component. On June 1 and December 1 of each year commencing on the first day of June or December, as the case may be, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the amount which is necessary to pay the first maturing Interest Component and Administrative Fee Component coming due on this Loan Agreement and thereafter, on each Loan Agreement Payment Date, the amount necessary to pay the Interest Component and Administrative Fee Component then due on this Loan Agreement as described in the Final Loan Agreement Payment Schedule.

(B) Principal Payments. On June 1 of each year, commencing on the first day of June next following the Final Disbursement, the Governmental Unit shall pay to the NMFA for deposit into the Debt Service Account the amount which is necessary to pay the first maturing Principal Component; and annually on the first day of June thereafter, the amount which is necessary to pay the Principal Component then due on this Loan Agreement during the Loan Agreement Term, as described in the Final Loan Agreement Payment Schedule.

(iii) Method of Payment. The Governmental Unit shall transfer to the NMFA, from Pledged Revenues, the amounts set forth in Subsections (i)(C), (ii)(A) and (ii)(B) of this Section 5.2(a) during the time that this Loan Agreement is outstanding, provided, that in the event of any default in making the Loan Agreement Payments by the Governmental Unit, the NMFA shall be entitled to seek payment of the amounts due through any of the remedies provided in Article X of this Loan Agreement.

(b) In the event that the balance of payments held in the Debt Service Account should exceed the amount needed to cover Loan Agreement Payments then due, the NMFA shall use the balance of the Pledged Revenues received, at the request of the Governmental Unit (i) to

credit against upcoming Loan Agreement Payments, or (ii) to distribute to the Governmental Unit for any other purpose permitted by law.

Section 5.3 Manner of Payment. All payments of the Governmental Unit hereunder shall be paid in lawful money of the United States of America to the NMFA or its designee at the address designated in Section 11.1 of this Loan Agreement. The obligation of the Governmental Unit to make payments hereunder, from and to the extent of the available Pledged Revenues, shall be absolute and unconditional in all events, except as expressly provided hereunder, and payment hereunder shall not be abated through accident or unforeseen circumstances. Notwithstanding any dispute between the Governmental Unit, the NMFA or its designee, any vendor or any other person, the Governmental Unit shall make all deposits hereunder, from and to the extent of the available Pledged Revenues, when due and shall not withhold any deposit hereunder pending final resolution of such dispute, nor shall the Governmental Unit assert any right of set-off or counterclaim against its obligation to make such deposits required hereunder.

Section 5.4. Additional Subordinate Parity and Senior Obligations Payable from Pledged Revenues.

(a) Subordinate Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Subordinate Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Subordinate Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Subordinate Parity Obligations or Senior Obligations but including parity refunding bonds and obligations which refund Super Subordinate Obligations as provided in Section 5.5 hereof) and the requirements of Section 24.03 of the Master Ordinance.

The tests required in this Section and Section 24.03 of the Master Ordinance, shall be performed without adjustment for payments to or withdrawals from the Rate Stabilization Fund or interest accrued (other than amounts representing capitalized interest) in the Acquisition Fund. For Subordinate Parity Bonds with a funded Reserve Account (excluding any insurance coverage through a Reserve Fund Insurer), determination of average annual combined Debt Service Requirements or maximum combined annual Debt Service Requirements shall include application of the funds in the Reserve Account to the final debt service payment for the applicable Subordinate Parity Bonds. Except as permitted herein and by Article XXV of the Master Ordinance, prior to the issuance of additional Subordinate Parity Bonds, the Governmental Unit shall be current in making all deposits required by Article XVIII of the Master Ordinance and the following test shall be satisfied:

(i) a certificate prepared by an Authorized Officer of the Governmental unit showing that the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations after the issuance of the proposed Parity Subordinate Obligations, or

(ii) a certificate prepared by a Consulting Engineer showing that:

(A) the Net Revenues for the Historic Test Period were at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations immediately preceding the issuance of the proposed additional Subordinated Bonds;

(B) for each Fiscal Year during the period from the date of delivery of such certificate until the latest estimated Completion Date of the Project being financed, the Consulting Engineer estimates that the Governmental Unit will be in compliance with the Rate Covenant; and

(C) the estimated Net Revenues for each of the three Fiscal Years immediately following the latest estimated Completion Date for the specified Project to be financed with proceeds of the proposed additional Parity Subordinate Obligations, as certified to the Consulting Engineer by an Authorized Officer of the Governmental Unit, will be at least equal to 120% of the maximum combined annual Debt Service Requirements for all Outstanding Senior Obligations and Outstanding Parity Subordinate Obligations which will be outstanding immediately after the issuance of the proposed additional Subordinated Bonds.

For purposes of subsections (ii)(A) and (ii)(B) above, in estimating Net Revenues, the Consulting Engineer may take into account (1) reasonable Gross Revenues from specified Projects expected to become available, (2) any increase in fees, rates, charges, rentals or other sources of Gross Revenues which have been approved by the Governmental Unit and will be in effect during the period for which the estimates are provided, and (3) any other increases in Gross Revenues for such period which the Consulting Engineer certifies to be reasonable for purposes of such certificate. With respect to Operation and Maintenance Expenses, the Consulting Engineer shall use such assumptions as the Consulting Engineer believes to be reasonable, and taking into account, (i) historical Operation and Maintenance Expenses, (ii) Operation and Maintenance Expenses associated with the specified Projects and (iii) such other factors, including inflation and changing operations or policies of the Governmental Unit, as the Consulting Engineer believes to be appropriate. The Consulting Engineer shall include in the certificate or in a separate accompanying report a description of the assumptions used and the calculations made in determining the estimated Net Revenues and shall also set forth the calculations of the maximum combined annual Debt Service Requirements, which calculations may be based upon information provided by another Consulting Engineer or Consultant.

For purposes of preparing the certificate or certificates described above, the Consulting Engineer or Consulting Engineers may rely upon financial statements prepared by the Governmental Unit which have not been subject to audit by an independent certified public accountant if audited financial statements for the Fiscal Year or period are not available; provided, however, that an Authorized Officer of the Governmental Unit shall certify as to their accuracy and that such financial statements were prepared substantially in accordance with generally accepted accounting principles, subject to year-end adjustments.

(D) The Governmental Unit shall provide written notice to the NMFA of its intention to authorize the issuance of additional Subordinate Parity Obligations or Super Subordinate Obligations prior to taking official action regarding the issuance of the bonds or obligations and, following establishment of the final terms of the additional bonds proposed to be issued

(b) Senior Obligations. The Governmental Unit may issue bonds or other obligations payable from the Pledged Revenues having a lien thereon prior or superior to this Loan Agreement, so long as the additional bonds test set forth in the Master Ordinance for issuance of Senior Obligations can be met on the date of issuance of such additional bonds or other obligations. The Governmental Unit shall not issue Senior Obligations payable from the Pledged Revenues, without providing prior written notice to the NMFA, unless such Senior Obligations are purchased by the NMFA

Section 5.5 Refunding Obligations Payable from Pledged Revenues. The provisions of Section 5.4 hereof are subject to the following exceptions:

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (f) of Section 5.4 hereof and in subparagraphs (b) and (c) of this Section.

(b) No refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued on a parity with this Loan Agreement unless:

(i) The outstanding obligations so refunded have a lien on the Pledged Revenues on a parity with the lien thereon of this Loan Agreement and the refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such refunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) and (b) of Section 5.4 hereof.

(c) The refunding bonds or other obligations so issued shall enjoy complete equality of lien on the Pledged Revenues with the portion of this Loan Agreement or any bonds or other obligations of the same issue which is not refunded, if any; and the holder or holders of such refunding bonds or such other refunding obligations shall be subrogated to all of the rights and privileges enjoyed by the holder or holders of this Loan Agreement or the bonds or other obligations of this same issue refunded thereby. If only a part of this Loan Agreement or the outstanding bonds and any other outstanding obligations of any issue or issues payable from the

Pledged Revenues is refunded, then such obligations may not be refunded without the consent of the holder or holders of the unrefunded portion of such obligations, unless:

(i) The refunding bonds or other refunding obligations do not increase any aggregate annual principal and interest obligations evidenced by such last maturity date of such unrefunded obligations; or

(ii) The refunding bonds or other refunding obligations are issued in compliance with subparagraphs (a) and (b) of Section 5.4 hereof; or

(iii) The lien on the Pledged Revenues for the payment of the refunding obligations is subordinate to each such lien for the payment of any obligations not refunded.

(d) Any refunding bonds or other refunding obligations payable from the Pledged Revenues shall be issued with such details as the Governmental Unit may provide by ordinance or resolution, but without any impairment of any contractual obligations imposed upon the Governmental Unit by any proceedings authorizing the issuance of any unrefunded portion of such outstanding obligations of any one or more issues (including, but not necessarily limited to, this Loan Agreement).

Section 5.6 Investment of Governmental Unit Funds. Money on deposit in the Debt Service Account created hereunder may be invested by the NMFA or its designee in Permitted Investments at the written direction of the Governmental Unit or, in the absence of such written direction of the Governmental Unit, at the discretion of the NMFA. Any earnings on Permitted Investments shall be held and administered in the Debt Service Account and utilized in the same manner as the other moneys on deposit therein for the benefit of the Governmental Unit.

Section 5.7 Governmental Unit May Budget for Payments. The Governmental Unit may, in its sole discretion, but without obligation and subject to the Constitution of the State, governing laws, and its budgetary requirements, make available properly budgeted and legally available funds to defray any insufficiency of Pledged Revenues to pay Loan Agreement Payments; provided, however, the Governmental Unit has not covenanted and cannot covenant to make such funds available and has not pledged any of such funds for such purpose.

ARTICLE VI

THE PROJECT

Section 6.1 Agreement to Acquire and Complete the Project. The Governmental Unit hereby agrees that in order to effectuate the purposes of this Loan Agreement and to effectuate the acquisition and completion of the Project, it shall make, execute, acknowledge and transmit any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and, in general do all things which may be requisite or proper to acquire and complete the Project.

The Governmental Unit agrees to acquire and complete the Project through the application of moneys to be disbursed by the NMFA pursuant to Section 6.2 of this Loan Agreement.

Section 6.2 Disbursements. So long as no Event of Default shall occur and the requirements of Section 4.2 are satisfied, the NMFA or its designee shall disburse moneys to pay a requisition upon receipt and approval by the NMFA or its designee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit, with required supporting documentation

Section 6.3 Completion of the Project. Upon completion of the Project, which shall occur no later than two (2) years after the Closing Date, unless a later date is approved as provided in Section 4.1(b) of this Loan Agreement, an Authorized Officer of the Governmental Unit shall deliver a certificate to the NMFA, substantially in the form of Exhibit "D" attached hereto, stating that, to his or her knowledge, the Project has been completed and the Project has been accepted by the Governmental Unit, and all costs have been paid, except for any reimbursements requested pursuant to requisitions submitted prior to the end of the Interim Period. Notwithstanding the foregoing, such certificate shall state that it is given without prejudice to any rights against third parties which exist at the date of such certificate or which may subsequently come into being.

Section 6.4 Unrequisitioned Amounts. In the event that, (1) at the time of the delivery of the certificate of completion required by Section 6.3 hereof, there remains an Unrequisitioned Principal Amount, or (2) the NMFA shall not have received a Final Requisition, by the date that is twenty seven (27) months from the Closing Date, unless an extension is approved pursuant to Section 4.1(b) of this Loan Agreement, then the Governmental Unit shall have no right or title to the Unrequisitioned Principal Amount, nor any right to pledge, encumber or draw upon such Unrequisitioned Principal Amount, and the NMFA will not approve, honor, or enforce any requisition upon such Unrequisitioned Principal Amount pursuant to this Loan Agreement.

ARTICLE VII

COMPLIANCE WITH LAWS AND RULES; OTHER COVENANTS

Section 7.1 Further Assurances and Corrective Instruments. The NMFA and the Governmental Unit agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or of the Pledged Revenues, or for otherwise carrying out the intention hereof. Authorized Officers are authorized to execute, acknowledge and deliver any such supplements and further instruments.

Section 7.2 NMFA and Governmental Unit Representatives. Whenever under the provisions hereof the approval of the NMFA or the Governmental Unit is required, or the Governmental Unit or the NMFA is required to take some action at the request of the other, such approval or such request shall be given for the NMFA or for the Governmental Unit by an Authorized Officer of the NMFA or the Governmental Unit, as the case may be, and any party hereto shall be authorized to rely and act on any such approval or request.

Section 7.3 Compliance with Court Orders. During the Loan Agreement Term, the Governmental Unit and the NMFA shall observe and comply promptly with all current and future orders of all courts having jurisdiction over the parties hereto, the Project or the Pledged Revenues.

Section 7.4 Compliance with Applicable State and Federal Laws. During the Loan Agreement Term, the Governmental Unit shall comply with all applicable State and federal laws, including, without limitation, the following:

(a). For all contracts, the Governmental Unit shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, as amended, or its local procurement ordinances and regulations, as applicable.

(b). For all construction contracts awarded in excess of \$10,000, the Governmental Unit shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 12, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. chapters 40 and 60). In addition, for all contracts, the Governmental Unit shall comply with all State laws and regulations and all executive orders of the Governor of the State pertaining to equal employment opportunity.

(c). For all contracts awarded for construction or repair, the Governmental Unit shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in Department of Labor regulations (29 C.F.R. part 3).

(d). For all construction subcontracts, and subgrants of amounts in excess of \$100,000, the Governmental Unit shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15). In addition, for all contracts, the Contractor shall comply with all applicable State laws and regulations and with all executive orders of the Governor of the State pertaining to protection of the environment.

(e). For all contracts the Governmental Unit shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with section 362 of the Energy Policy and Conservation Act (42 U.S.C. § 6322).

(f). For all contracts, including subcontracts in excess of \$2,000 the Governmental Unit shall comply with applicable standards of the Davis-Bacon Wage Act (40 U.S.C. § 3141 et seq.), as amended and supplemented, relating to wages paid to laborers and mechanics employed by contractors and sub-contractors on a Project funded directly by or assisted in whole or in part by and through the Governmental Unit, and the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)), and shall include the contract clauses set out in the Environmental Protection Agency publication entitled “Wage Rate Requirements Under the Clean Water Act, Section 513 and the Safe Drinking Water Act Section 1450(e)”.

(g). For all contracts, the Governmental Unit shall comply with the requirements of the Environmental Protection Agency's Program addressing Disadvantaged, Minority and Women's Business Enterprises, including Title 40, Chapter I, Subchapter B, Part 33 of the Code of Federal Regulations, Executive Order 12898 and 40 C.F.R. Part 33.

(h). For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13502 on Use of Project Agreements for Federal Construction Projects.

(i). For all contracts, the Governmental Unit shall comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA).

(j). For all contracts, the Governmental Unit shall comply with the requirements of Executive Order 13627 on Strengthening Protections Against Trafficking in Persons in Federal Contracts.

(k). For all contracts, the Governmental Unit shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, 2014 Consolidated Appropriations Act, Section 436 and related SRF Policy Guidelines) which the Governmental Unit understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Unit has requested and obtained a waiver from the NMFA pertaining to the Project or (ii) the NMFA has otherwise advised the Governmental Unit in writing that the American Iron and Steel Requirement is not applicable to the Project.

(l). For all contracts, the Governmental Unit shall comply with the requirements of the Build America, Buy America Act (BABA) included in the BIL, in Sections 70901 through 70927, 2 BABA 70912 and 70914, 38 FR 23888 and 2 CFR part 184, in all subawards, contracts, and purchase orders for the work performed, or products supplied under this Loan Agreement. Under the BABA, the Governmental Unit is obligated to use United States produced iron, steel, manufactured products and construction materials for the Project with the funds available under this Loan Agreement unless the Governmental Unit believes a waiver is justified and NMFA finds that a waiver shall apply consistent with such Federal law.

(m). For all contracts, the Governmental Unit shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the NMFA such as performance indicators of program deliverables, information on costs and project progress. The Governmental Unit understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default under this Loan Agreement.

(n). For all contracts, the Governmental Unit shall comply with the administration of the Clean Air Act and the Federal Water Pollution Control Act, including Section 306 of the Clean Air Act, 42 U.S.C. 7606 et seq, Section 508 of the Clean Water Act, 33 U.S.C. 1368, et seq. and Executive Order 11738

(o). For all contracts, the Governmental Unit shall comply with Executive Order 12549 – Debarment and Suspension and all rules, regulations and guidelines issued pursuant to Executive Order 12549, including compliance with the requirement that each prospective participant in transactions related to the Loan execute a written certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in transactions related to the Loan.

(p). The Governmental Unit shall comply with the requirement of the June 3, 2015 Guidelines for Enhancing Public Awareness of SRF Assistance Agreements issued by the Environmental Protection Agency relating to signage, posters, advertisements, website or press releases indicating that financial assistance was received from the Environmental Protection Agency for the Project.

(q). The Governmental Unit acknowledges that it is subject to the terms of the Environmental Protection Agency Memorandum titled “Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment in the SRF Programs” dated December 11, 2020. The Governmental Unit shall comply with 2 CFR 200.216 and Section 889 of Public Law 115-232 and shall not use loan or subsidy funds to obtain or enter into a contract to obtain covered telecommunications equipment produced or provided by companies listed in the system for Award Management exclusion list at SAM.gov. The exclusion list includes, but is not limited to, Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of such entities.

(r). The Governmental Unit agrees to comply with all applicable New Mexico State cybersecurity laws and requirements and ensure that any connections between the Governmental Unit’s network or information system and Environmental Protection Agency networks used by the recipient to transfer data under this Loan Agreement, if any, are secure. If a connection does not go through the Environmental Information Exchange Network or Environmental Protection Agency’s Central Data Exchange, the Governmental Unit agrees to contact the Environmental Protection Agency Project Officer (PO) and work with the designated Environmental Protection Agency Regional/Headquarters Information Security Officer to ensure that the connections meet Environmental Protection Agency security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Governmental Unit into systems operated and used by Environmental Protection Agency’s regulatory programs for the submission of reporting and/or compliance data. The Governmental Unit is subject to monitoring as deemed necessary by the NMFA or the State of New Mexico under 2 CFR 200.331. In regard to this section a “connection” is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

(s). If the Governmental Unit gathers geospatial data, as defined in 43 U.S.C. §2801(2018), during the life of the Project, the data must be consistent with the Federal Geographic Data Committee endorsed standards.

(t). In accordance with the EPA “Signage Requirement” guidelines, the Governmental Unit will place a sign and will maintain such sign in good condition throughout the construction period, at a visible location in the construction site that displays the EPA’s agency emblem and identify the project as a “project funding by U.S. Environmental Protection Agency” as long as placing such sign is practically and financially viable and does not result in excessive cost to the Governmental Unit.

(u). The Governmental Unit, as well as any contractors and subcontractors working with the Governmental Unit in this Project, shall comply with all State laws and regulations pertaining to equal employment opportunity and all federal anti-discrimination law requirements, pursuant to 40 C.F.R. 35.3575(a)(c), including Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, et seq., 40 C.F.R. Part 5, EPA’s regulations 40 CFR §7.30 and 40 CFR §7.35, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, et seq., and the Age Discrimination Act of 1975, 42 U.S.C. §6102 which laws prohibit discrimination in the provision of services or benefits on the basis of race, color, national origin, sex, disability or age in programs or activities receiving federal assistance. However, the Governmental Unit shall not be required to take any action in accordance with the foregoing provisions that would, in the exercise of the Governmental Unit’s good-faith and reasonable discretion, require the Governmental Unit to violate Executive Orders of the President of the United States of America or the Governor of New Mexico that are in effect and binding on the Governmental Unit throughout the Project period, nor shall the Governmental Unit be required to take any action contrary to an order or decision of a court having jurisdiction over any Executive Order of the President of the United States of America or any Executive Order of the Governor of the State.

The NMFA or its designee shall have the right to review all contracts, work orders and other documentation related to the Project that it deems necessary to assure compliance with applicable laws, rules and regulations, and may conduct such review as it deems appropriate prior to disbursing funds for payment of an Approved Requisition.

Section 7.5 Subordinate Lien Status. The Loan Agreement Payments constitute an irrevocable subordinate lien (but not necessarily an exclusive subordinate lien) upon the Pledged Revenues. The Governmental Unit covenants that the Loan Agreement Payments and any Subordinate Parity Obligations herein authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a subordinate lien on the Pledged Revenues and shall not be entitled to any priority one over the other in the application of the Pledged Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Governmental Unit that there shall be no priority between the Loan Agreement Payments and any such Subordinate Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 7.6 Expeditious Completion. The Governmental Unit shall complete the Project with all practical dispatch.

ARTICLE VIII

PREPAYMENT OF LOAN AGREEMENT PAYMENTS

The Governmental Unit is hereby granted the option to prepay the Principal Component of this Loan Agreement in whole or in part on any day without penalty or prepayment premium, beginning one (1) year after the Closing Date. The Governmental Unit may designate the due date or due dates of the Principal Component or portions thereof being prepaid in the event of a partial prepayment. Any such prepayment shall include accrued interest to the redemption date of the corresponding Bonds to be redeemed, if any, and notice of intent to make such prepayment shall be provided to the NMFA or its designee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The NMFA or its designee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

ARTICLE IX

INDEMNIFICATION

From and to the extent of the Pledged Revenues and to the extent permitted by law, the Governmental Unit shall and hereby agrees to indemnify and save the NMFA and its designee, if any, harmless against and from all claims, by or on behalf of any person, firm, corporation or other legal entity arising from the acquisition or operation of the Project during the Loan Agreement Term, from: (i) any act of negligence of the Governmental Unit or breach of any covenant or warranty by the Governmental Unit hereunder; and (ii) the incurrence of any cost or expense in connection with the acquisition or operation of the Project in excess of the Loan Agreement proceeds and interest on the investment of the Loan Agreement proceeds. The Governmental Unit shall indemnify and save the NMFA and its designee, if any, harmless, from and to the extent of the available Pledged Revenues and to the extent permitted by law, from any such claim arising as aforesaid from (i) or (ii) above, or in connection with any action or proceeding brought thereon and, upon notice from the NMFA or its designee, shall defend the NMFA or its designee, if any, in any such action or proceeding.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

Section 10.1 Events of Default Defined. In addition to the default provision in Article XXIX of the Master Ordinance, any one of the following shall be an Event of Default under this Loan Agreement:

(a) Failure by the Governmental Unit to pay any amount required to be paid under this Loan Agreement on the date on which it is due and payable; or

(b) Failure by the Governmental Unit to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a), for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Unit by the NMFA or its designee, if any, unless the NMFA or its designee, as applicable, shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice

can be wholly cured within a period of time not materially detrimental to the rights of the NMFA or its designee but cannot be cured within the applicable thirty (30) day period, the NMFA or its designee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until the failure is corrected; and provided, further, that if by reason of force majeure the Governmental Unit is unable to carry out the agreements on its part herein contained, the Governmental Unit shall not be deemed in default under this paragraph (b) during the continuance of such inability (but force majeure shall not excuse any other Event of Default); or

(c) Any warranty, representation or other statement by or on behalf of the Governmental Unit contained in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement is false or misleading in any material respect; or

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within thirty (30) days after such filing, but the NMFA shall have the right to intervene in the proceedings to protect the NMFA's interests; or

(e) The Governmental Unit files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under any such law; or,

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the NMFA shall have the right to intervene in the proceedings to protect its interests.

Section 10.2 Remedies on Default. Whenever any Event of Default has occurred and is continuing and subject to Section 10.3 hereof, the NMFA may take any or all of the following actions as may appear necessary or desirable to collect the payments then due and to become due or to enforce performance of any agreement of the Governmental Unit in this Loan Agreement:

(a) By mandamus or other action or proceeding or suit at law or in equity to enforce the rights of the NMFA under this Loan Agreement against the Governmental Unit, and compel the Governmental Unit to perform or carry out its duties under the law and the agreements and covenants required to be performed by it contained herein; or

(b) By suit in equity enjoin any acts or things which are unlawful or violate the rights of the NMFA; or

(c) Intervene in judicial proceedings that affect this Loan Agreement or the Pledged Revenues; or

(d) Cause the Governmental Unit to account as if it were the trustee of an express trust for all of the Pledged Revenues and Aggregate Disbursements; or,

(e) Take whatever other action at law or in equity may appear necessary or desirable to collect amounts then due and thereafter to become due under this Loan Agreement or enforce any other of its rights thereunder.

Section 10.3 Limitations on Remedies. A judgment requiring a payment of money entered against the Governmental Unit may reach only the available Pledged Revenues.

Section 10.4 No Remedy Exclusive. Subject to Section 10.3 of this Loan Agreement, no remedy herein conferred upon or reserved to the NMFA is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder as now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the NMFA to exercise any remedy reserved in this Article X, it shall not be necessary to give any notice, other than such notice as may be required in this Article X.

Section 10.5 Waivers of Events of Default. The NMFA may in its discretion waive any Event of Default hereunder and the consequences of an Event of Default by written waiver; provided, however, that there shall not be waived (i) any Event of Default in the payment of principal of this Loan Agreement at the date when due as specified in this Loan Agreement, or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payment of principal and all expenses of the NMFA, in connection with such Event of Default shall have been paid or provided for. Such waiver shall be effective only if made by written statement of waiver issued by the NMFA. In case of any such waiver or rescission, or in case any proceeding taken by the NMFA on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the NMFA shall be restored to its former position and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 10.6 No Additional Waiver Implied by One Waiver. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be in writing and limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 10.7 Agreement to Pay Attorneys' Fees and Expenses Related to Defaults. In the event that the Governmental Unit should default under any of the provisions hereof and the NMFA employs attorneys or incurs other expenses for the collection of payments hereunder, or the

enforcement of performance or observance of any obligation or agreement on the part of the Governmental Unit contained in this Loan Agreement, the Governmental Unit agrees that it shall on demand therefor pay to the NMFA the fees of such attorneys and such other expenses so incurred, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction; provided, however, that the obligation of the Governmental Unit under this Section shall be limited to expenditures from and to the extent of the available Pledged Revenues.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows:

If to the Governmental Unit, then to:

City of Santa Fe
Attn: City Clerk
P.O. Box 909
Santa Fe, New Mexico 87504-0909

If to the NMFA, then to:

New Mexico Finance Authority
Attention: Chief Executive Officer
810 W. San Mateo Road
Santa Fe, New Mexico 87505

And if to NMFA's designated servicing agent for this Loan Agreement, if any, at the address to be provided by the servicing agent. The Governmental Unit and the NMFA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 11.2 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the NMFA, the Governmental Unit and their respective successors and assigns, if any.

Section 11.3 Integration. This Loan Agreement and any other agreements, certifications and commitments entered into between the NMFA and the Governmental Unit on the Closing Date constitute the entire agreement of the parties regarding the subject matter hereof as of the Closing Date. The Loan provided herein, which was approved by the NMFA Board of Directors on October 31, 2024, and the terms hereof supersede all prior understandings and agreements between the parties in connection with the Loan, to the extent inconsistent herewith.

Section 11.4 Master Ordinance. It is the intent and understanding of the parties that this Loan Agreement shall be, and is, consistent with the substantive terms and parameters established

for the issuance of such obligations by the Master Ordinance. The Ordinance authorizing this Loan Agreement is adopted as an Ordinance of the Governmental Unit, and a Supplemental Ordinance under the Master Ordinance and amends the Master Ordinance to authorize the issuance of the obligation evidenced the Loan Agreement in the form provided for in this Loan Agreement.

Section 11.5 Amendments. This Loan Agreement may be amended only with the written consent of the NMFA and the Governmental Unit, except as provided in Section 4.1(b) of this Loan Agreement. The consent of the NMFA for amendments not affecting the terms of payment of the loan component of this Loan Agreement may be given by an Authorized Officer of the NMFA. The execution of any such consent by an Authorized Officer of the NMFA shall constitute his or her determination that such amendment does not affect the terms of payment of the loan component of this Loan Agreement, unless such change results in a decrease in the payment amount of the loan component.

Section 11.6 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Loan Agreement shall be had against any member, employee, director or officer, as such, past, present or future, of the NMFA, either directly or through the NMFA or against any officer, employee, director or member of the Governing Body, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, employee, director or member of the Governing Body or of the NMFA is hereby expressly waived and released by the Governmental Unit and by the NMFA as a condition of and in consideration for the execution of this Loan Agreement.

Section 11.7 Severability. In the event that any provision of this Loan Agreement, other than the requirement of the Governmental Unit to pay hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.8 Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.9 Assignment by the NMFA. This Loan Agreement (except as to the Administrative Fee) may be assigned and transferred by the NMFA to a trustee, which right to assign and transfer is hereby acknowledged and approved by the Governmental Unit.

Section 11.10 Compliance with Governing Law. It is hereby declared by the Governing Body that it is the intention of the Governmental Unit by the execution of this Loan Agreement to comply in all respects with the provisions of the New Mexico Constitution and statutes as the same govern the pledge of the Pledged Revenues to payment of all amounts payable under this Loan Agreement.

Section 11.11 Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

Section 11.12 Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Signature pages follow.]

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the NMFA, on behalf of itself has executed this Loan Agreement, which was approved by the NMFA's Board of Directors on October 31, 2024, in its corporate name by its duly authorized officers; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed hereto and attested by duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By _____
Marquita D. Russel, Chief Executive Officer

Prepared for Execution by Officers of the Finance Authority:

VIRTUE & NAJJAR, PC
As Loan Counsel to the NMFA

By _____
Richard L.C. Virtue

Approved for Execution by Officers of the NMFA:

By _____
Susan G. Pittard, Associate Counsel

CITY OF SANTA FE, NEW MEXICO

By _____
Michael Garcia, Mayor

[SEAL]

ATTEST:

By _____
Geraldyn Cardenas, City Clerk

APPROVED AS TO FORM:

Marcos D. Martínez, Interim City Attorney

EXHIBIT “A”

TERM SHEET

**LOAN NO. DW-6522
TO THE CITY OF SANTA FE, NEW MEXICO**

Governmental Unit:	City of Santa Fe, New Mexico
Project Description:	Finance the cost of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Plant as a component of the System owned and operated by the Governmental Unit and shall include such other related work and revisions necessary to complete the Project.
Pledged Revenues:	Pledged Revenues as defined in the Master Ordinance.
Currently Outstanding Senior Obligations for Pledged Revenues:	Series 2016 Refunding Revenue Bonds, matures 2039.
Currently Outstanding Subordinate Parity Obligations for Pledged Revenues:	2008 NMFA DWRLF Loan DW-1475, matures 2029 and 2013 NMFA DWRLF Loan DW-2696, matures 2034
Currently Outstanding Super Subordinate Obligations:	None.
Authorizing Legislation:	Governmental Unit Ordinance No. 2025-____ adopted June 11, 2025.
Closing Date:	July 18, 2025
Interest Rate:	0.25% (which includes the Administrative Fee)
Total Funding (Maximum Principal Amount):	\$17,000,000

Total Repayable (Maximum Repayable Principal Amount):	\$8,500,000
Repayable Project Fund:	\$8,500,000
Total Forgiven (Maximum Forgiven Principal Amount):	\$8,500,000
Project Subsidy Fund:	\$8,500,000
Total Funding (Maximum Principal Amount):	\$17,000,000
Forgiven Percent:	50%
Disadvantaged Status:	Disadvantaged
First Interest Payment Date:	[May 1, 2025] CONFIRM WITH NMFA
First Principal and Interest Payment Date:	[May 1, 2027] CONFIRM WITH NMFA
First Debt Service Interest Payment Date:	[May 1, 2025] CONFIRM WITH NMFA
Final Payment Date:	[May 1, 2046] CONFIRM WITH NMFA

EXHIBIT “B”

LOAN AGREEMENT PAYMENT SCHEDULE

[SEE ATTACHED]

B-1

EXHIBIT "C"

FORM OF REQUISITION

RE: \$17,000,000 Loan Agreement by and between the NMFA and the City of Santa Fe (the "Loan Agreement")

TO: DW@nmfa.net
New Mexico Finance Authority
810 W. San Mateo Road
Santa Fe, New Mexico 87505
Attn: Drinking Water

LOAN NO. DW-6522

CLOSING DATE: July 18, 2025

You are hereby authorized to disburse to the City of Santa Fe or its payee with regard to the above-referenced Loan Agreement the following:

REQUISITION NUMBER:		☐ Interim Request ☐ Final Request
AMOUNT OF PAYMENT:	\$	

For Period (work encumbered) _____ to _____

PURPOSE OF PAYMENT:

☐ This is a request of REIMBURSEMENT of incurred and paid project expenses. (Attach proof of payment, e.g. check stubs, and corresponding invoices)

☐ This is a request of DIRECT PAYMENT to vendor or service provider of incurred project expenses. (Attach invoices)

PAYEE INFORMATION

NAME:	
CONTACT NAME:	
ADDRESS:	
PHONE NUMBER:	
FAX NUMBER:	
E-MAIL ADDRESS:	

C-1

WIRING INFORMATION

BANK NAME:	
ACCOUNT NUMBER:	
ROUTING NUMBER:	

☐ Check here if bank account information is new or has changed.

☐ Check here if bank account information is still current.

Please indicate if this Business is considered a

☐ SBE (Small Business Entrepreneur)	☐ MBE (Minority Business Entrepreneur)	☐ WBE (Women owned business Entrepreneur)	☐ N/A
--	---	--	------------------------------

(Attach SBE/MBE/WBE Certification)

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge for requisition and payment.

Each obligation, item of cost or expense mentioned herein is not for costs related to the purchase of land or easement.

All representations contained in the Loan Agreement and the related closing documents remain true and correct and the City of Santa Fe is not in breach of any of the covenants contained therein. If this is the final requisition, payment of costs of the Project is complete or, if not complete, the City of Santa Fe understands its obligation to complete the acquisition of the Project and shall complete the acquisition of the Project from other legally available funds.

Capitalized terms used herein, are used as defined or used in the Loan Agreement.

DATED: _____

By: _____
Authorized Officer

(Print name and title)

EXHIBIT "D"

FORM OF CERTIFICATE OF COMPLETION

RE: \$17,000,000 Loan Agreement by and between the Finance Authority and the City of Santa Fe (the "Loan Agreement")

Loan No. DW-6522

Closing Date: July 18, 2025

TO: NEW MEXICO FINANCE AUTHORITY

I, _____, the _____ of the
[Name] [Title or position]

City of Santa Fe, hereby certify as follows:

1. The project described in the Loan Agreement (the "Project") was completed and placed in service on _____, 20____.
2. The total cost of the Project was \$ _____.
3. Cost of the Project paid from the Loan was \$ _____.
4. The portion of the Maximum Principal Amount unexpended for the Project is \$ _____.
5. The Project was completed and is and shall be used consistent with and subject to the covenants set forth in the Loan Agreement.

This certificate shall not be deemed to prejudice or affect any rights of or against third parties which exist at the date of this certificate or which may subsequently come into being.

CITY OF SANTA FE, NEW MEXICO

By: _____

Its: _____

D-1

FISCAL IMPACT REPORT**General Information:****(Check)** **Bill:** X **Resolution:** _____**Short Title(s):** DW 6522 - DWSRLF Loan for Flocculation Sedimentation Upgrades at Canyon Road Water Treatment Plant**Sponsor(s):** Councilor Amanda Chavez and Councilor Alma Castro**Reviewing Department(s):** Public Utilities Department**Staff Completing FIR:** Clinton Peterson, Engineer **Date:** 1/12/2026 **Phone:** (505) 955-4369**Reviewed by City Attorney:** *Marcos Martinez* **Date:** 02/16/2026
Marcos Martinez (Feb 16, 2026 13:33:38 MST)**Reviewed by Finance Director:** *Andrea Phillips* **Date:** 02/18/2026
ANDREA PHILLIPS (Feb 18, 2026 09:34:08 MST)**Summary:**

The proposed bill would authorize the execution and delivery of a Drinking Water State Revolving Fund loan and subsidy agreement in the total amount of \$17,000,000 between the New Mexico Finance Authority and the City of Santa Fe ("City"). The loan would be for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Canyon Road Water Treatment Plant. This bill specifies that the loan be utilized solely for the eligible project costs, pursuant to NMSA 1978, Section 72-4A-7(C). With respect to the loan debt, the bill pledges that the City would repay the loan amount and an administrative fee solely from the net revenues of the water utility system of the City. The Loan shall be in the maximum principal amount of \$17,000,000 with a maximum forgiven principal amount of \$8,500,000 and a maximum repayable principal amount of \$8,500,000.

Departments Affected:Public Utilities Department**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, the City will not receive a loan of \$17,000,000 with a maximum forgiven principal amount of \$8,500,000 and a maximum repayable principal amount of \$8,500,000.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:None.**Performance and Administrative Implications:**

If this bill is adopted, the City would be able to better fund this critical infrastructure project. The principal loan forgiveness of fifty percent would save the City of Santa Fe Water Division up to \$8,500,000. Additionally, the completion of the project would allow the City to be able to better provide potable drinking water to residents by replacing aging equipment and increasing the treatment plant efficiency.

Fiscal Implications:

If this bill is adopted, the City will accept funds from NMFA in the total amount of \$17,000,000 for the purpose of financing the costs of constructing a new flocculation and sedimentation process and making improvements to the Cayon Road Water Treatment Plant. This loan has a maximum forgiven principal amount of \$8,500,000 and a maximum repayable principal amount of \$8,500,000. The loan portion of this agreement is to be paid back within 30 years at an interest rate of 0.25%.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ 14,166.6	\$14,166.6	\$ 14,166.6	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

There is a 0.25% administrative fee associated with the loan, which is reflected in the expenditure table above as capital outlay.

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$2,833,333.33	\$2,833,333.3	\$2,833,333.33	NR	505
		3			
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

The principal forgiveness associated with the loan will be applied to Fifty percent (50%) of the loan spent for this project. The Public Utilities Department is estimating 17 million dollars spent throughout the lifespan of the project over a period of approximately 26 months, spanning three fiscal years. The revenue savings associated with the maximum principal forgiveness of \$8,500,000 is thus estimated in the table above to be allocated for the next 3 fiscal years.

Signature: 

Email: jdroach@santafenm.gov

Signature: *Clinton Peterson*
Clinton Peterson (Feb 18, 2026 10:39:48 MST)

Email: cdpeterson@santafenm.gov



Date: February 18, 2026

To: Governing Body, Quality of Life Committee

From: Geralyn Cardenas, Interim City Clerk *GC*

RE: Party on the Pitch Alcohol Approval

EXECUTIVE SUMMARY:

The proposed Resolution would grant permission to the Santa Fe Adult Soccer League to serve beer and hard cider at its annual Party on the Pitch soccer tournament on Saturday, May 30, 2026, at the Municipal Recreation Complex (“MRC”) soccer fields.

BACKGROUND:

SFCC 1987, Section 23-6.2 requires the adoption of a resolution for the sale and consumption of alcohol for locations on Santa Fe City property that are not specifically listed in 23-6.2(A). The resolution must identify the event, date, hours, location, number of expected attendees, type of alcohol to be served, required permits, and insurance, as required by City Code.

The proposed resolution addresses the required elements:

- the event is the Party on the Pitch soccer tournament;
- the location is the MRC;
- the date is May 30, 2026;
- the time is 10:00 a.m. to 11:00 p.m.;
- the alcohol served would be beer and hard cider;
- no more than 100 attendees at a time in the beer garden;
- a public celebration permit is required; and
- the liquor liability and general liability insurance will list the City as an additional insured in the amount of not less than \$2,000,000, per occurrence and in the aggregate.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

**AUTHORIZING THE SALE AND CONSUMPTION OF BEER AND HARD CIDER
DURING THE PARTY ON THE PITCH SOCCER TOURNAMENT ON MAY 30, 2026,
PURSUANT TO SECTION 23-6.2(C) SFCC 1987.**

WHEREAS, SFCC 1987, Section 23-6.2 governs the consumption of alcohol on City of Santa Fe (“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 Santa Fe Adult Soccer League (“SFASL”) has held a “Party on the Pitch” tournament at the Municipal Recreation Complex (“MRC”) in 2019, 2022, 2023, 2024, and 2025, and held it previously at other locations; and

WHEREAS, the SFASL hopes to attract increasing numbers of out-of-city and out-of-state teams to the Party on the Pitch tournament, capitalizing on the ongoing improvements at the MRC; and

WHEREAS, SFASL wishes to partner with New Mexico Hard Cider to provide beer and hard cider in a beer garden for players and fans to enjoy during and after games held over the two-day Party on the Pitch tournament.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that alcohol service during the Party on the Pitch soccer tournament is hereby approved according to the following parameters:

Event: Party on the Pitch Soccer Tournament

Dates: May 30, 2026

Hours: 10:00 a.m. to 11:00 p.m. on Saturday, May 30, 2026

Location: Municipal Recreation Complex soccer fields

Number of expected attendees: No more than 100 at a time in the beer garden.

Type of alcohol to be served: Beer and hard cider

Required Permits: Public Celebration permit

Required Insurance: Liquor Liability and General Liability insurance with limits not less than \$2,000,000, per occurrence and in aggregate, with the City of Santa Fe, its officials, directors, employees, and agents as additional insureds on a primary and noncontributory basis. SFASL shall provide the City with Certificates of Insurance and applicable endorsements evidencing such coverage.

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

MICHAEL GARCIA, MAYOR

1 ATTEST:

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4 GERALYN CARDENAS, INTERIM CITY CLERK

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6 APPROVED AS TO FORM:

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8 Marcos Martinez

Marcos Martinez (Feb 25, 2026 15:09:18 MST)

9 MARCOS MARTÍNEZ, INTERIM CITY ATTORNEY

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25 *Legislation/2026/Resolutions/2026 Party on the Pitch Alcohol Approval*

FISCAL IMPACT REPORT**General Information:**(Check) Bill: _____ Resolution: X Short Title(s): Party on the Pitch Alcohol ApprovalSponsor(s): Mayor Michael GarciaReviewing Department(s): City Clerk's OfficeStaff Completing FIR: Geralyn Cardenas, Interim City Clerk Date: February 18, 2026Phone: 505-955-6519Reviewed by City Attorney: Marcos Martinez Date: 02/25/2026
Marcos Martinez (Feb 25, 2026 15:09:18 MST)Reviewed by Finance Director: Andrea Phillips Date: 02/26/2026
ANDREA PHILLIPS (Feb 26, 2026 10:32:39 MST)**Summary:**

The proposed resolution would authorize the sale and consumption of beer and hard cider at the Santa Fe Adult Soccer League's annual Party on the Pitch Soccer Tournament to be held at the Municipal Recreation Complex's Soccer Fields on May 30, 2026. The request is pursuant to SFCC 1987, Section 23-6.2, which requires the Governing Body to adopt a Resolution for events on properties owned by the City of Santa Fe that are not specifically listed in Section 23-6.2(A).

Departments Affected:City Clerk's Office**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, then the Santa Fe Adult Soccer League will not be able to serve beer or hard cider as part of the Party on the Pitch Tournament.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

In the past the Governing Body has approved the sale and consumption of beer at the 2022 tournament with Resolution No. 2022-20, the 2023 tournament with Resolution No. 2023-13, the 2024 tournament with Resolution No. 2024-16, and the 2025 tournament with Resolution No. 2025-18.

Performance and Administrative Implications:

The Santa Fe Adult Soccer League is also required to obtain a public celebration permit for the event.

Fiscal Implications:None identified.**Fiscal Impact** X Check here if no fiscal impact

Expenditures

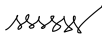
Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: 

Email: gfcardenas@santafenm.gov



Michael J. Garcia, Mayor

DATE: February 26, 2026

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

FROM: Andy Hopkins, Budget Officer *AJH*
Christina Martinez, Senior Budget Analyst *CFM*

VIA: Andrea Phillips, Acting Finance Director 
ANDREA PHILLIPS

ITEM AND ISSUE:

The resolution approves budget amendments for the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency and requests Department of Finance and Administration approval of City of Santa Fe ("City") budget amendments for the fiscal year quarter ending December 31, 2025 (Second Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2025-2026 (FY2025/26) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

- A. Sub-Section A: Amendments to FY 2025/26 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed \$60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.
- B. Sub-Section B: Amendments to FY 2025/26 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (G): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under \$5,000) or the City Manager (if the net budgetary change was between \$5,000 and

City Council

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

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

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

Jamie Cassutt, District 4
Amanda Chavez, District 4

\$60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over \$60,000), which, per City ordinance, the Finance Director may approve based on the prior year's Governing Body-approved budget authority.

- C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2025/26 Budget: as the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.
- D. Sub-Section D: Summary of All Quarterly Amendments to FY 2025/26 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of \$89,894,677 and a net increase to the overall revenue budget of \$72,446,915. The resulting net expenditure increase of \$17,447,762 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Mayor Michael Garcia

A RESOLUTION

**APPROVING BUDGET AMENDMENTS AND REQUESTING THAT NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION APPROVE THE CITY OF
SANTA FE'S SECOND QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2026.**

WHEREAS, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by
the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be
included by fund in a quarterly budget resolution approved by the Governing Body; and

WHEREAS, NMSA 1978, Section 6-6-2, provides that the Local Government Division
of the New Mexico Department of Finance and Administration has the power and duty to authorize
local public bodies to transfer funds from one budget item to another when the Secretary of the
Department approves and a need exists meriting the transfer and the transfer is not prohibited by
law; and

WHEREAS, Articles 3 and 4 of the Project Management and Fiscal Services Agreement
for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project
Board ("the BDD Board") establish and submit a budget to the City, Santa Fe County, and Las

1 Campanas and to condition the BDD Board’s approval of the budget on “appropriation by the City
2 and/or [Santa Fe] County in an appropriate budget or budget amendment”; and

3 **WHEREAS**, the Joint Powers Agreement for the Santa Fe Solid Waste Management
4 Agency (“the Waste Management Agency”) requires that the Waste Management Agency
5 recommend an annual budget, which “shall not be formally adopted or implemented unless and
6 until it is approved by each of the City and [Santa Fe County]”; and

7 **WHEREAS**, the BDD Board and the Waste Management Agency have approved Second
8 Quarter adjustments for their respective budgets and these adjustments have been incorporated into
9 the City’s proposed Second Quarter Budget amendments; and

10 **WHEREAS**, a Second Quarter Review of the Fiscal Year 2026 Budget shows a need to
11 address significant priorities through adoption of net budget amendments that the Governing Body,
12 City Manager or Finance Director, Buckman Direct Diversion Board or the Santa Fe Solid Waste
13 Management Agency’s Board have authorized.

14 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
15 **CITY OF SANTA FE** that it approves the budget amendments for the BDD Board and the Waste
16 Management Agency’s Board.

17 **BE IT FURTHER RESOLVED** that the Governing Body respectfully requests that the
18 Secretary of the New Mexico Department of Finance and Administration approve the Second
19 Quarter Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government
20 Division then authorize the amendments.

21 PASSED, APPROVED, and ADOPTED the ____ day of _____, 2026.
22
23

24 _____
25 MICHAEL GARCIA, MAYOR

1 ATTEST:

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3 _____
4 GERALYN CARDENAS, INTERIM CITY CLERK
5

6 APPROVED AS TO FORM:

7
8 Marcos Martinez
9 [Marcos Martinez \(Mar 4, 2026 16:12:17 MST\)](#)
10 MARCOS MARTINEZ, INTERIM CITY ATTORNEY

11 _____
12 LOCAL GOVERNMENT DIVISION
13 N.M. DEPARTMENT OF FINANCE
14 AND ADMINISTRATION
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25 *Legislation/2026/Resolutions/ FY26 Second Quarter Budget Amendments*

EXHIBIT A

CITY OF SANTA FE

2nd QUARTER FY 2025/26

~ ~ ~

SUB-SECTION [A]

**AMENDMENTS TO FY 2025/26 BUDGET
THAT HAVE PREVIOUSLY BEEN
APPROVED BY THE GOVERNING BODY**

CITY OF SANTA FE - SECOND QUARTER FY 2025/2026
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Appropriation from General Fund available balance to fund amounts remaining on unexpired prior year contracts for the Affordable Housing Trust Fund [CC apvd. 12/10/25 #9-hh]	\$ 3,070,059	\$ -	\$ (3,070,059)
100	General Fund	Appropriation from prior year one-time funding for operational and planning priorities within the Planning and Land Use Department [CC apvd. 10/8/25, #10-a]	1,225,850	-	(1,225,850)
100	General Fund	Appropriation from NM DFA grant funding for Shelby pedestrian bridge replacement [CC apvd. 10/29/25 #9-q]	1,000,000	-	(1,000,000)
100	General Fund	Appropriation from available balance to fund the Ambulance Supplemental Payment Program intergovernmental transfers [CC apvd. 11/12/25, #9-h]	833,229	-	(833,229)
100	General Fund	Appropriation from available prior year General Fund reserves to support continuation of audit support services [CC apvd. 10/29/25, #9-hh]	500,000	-	(500,000)
100	General Fund	Re-appropriation from unspent prior year balance to provide homebuyer/owner support services [CC apvd. 10/29/25 #9-y]	168,568	-	(168,568)
100	General Fund	Appropriation from available balance to cover operating expenses for Municipipl Court [CC apvd. 10/29/25, #9-w]	92,509	-	(92,509)
212	Economic Development	Re-appropriation of unspent prior year one time funding for various ongoing Economic Development projects [CC apvd. 10/29/25, #9-x]	1,584,933	-	(1,584,933)
212	Economic Development	Re-appropriation from unspent FY25 funding for ongoing Community Development programs [CC apvd. 12/10/25, #9-z]	994,887	-	(994,887)
213	Lodgers' Tax Fund	Appropriation from available Lodger's Tax Fund reserves for ongoing Arts & Culture initiatives [CC apvd. 12/10/25, #9-ff]	440,000	-	(440,000)
221	Emergency Services	Appropriation of NM DFA grant for vehicle purchases [CC apvd. 10/29/25, #9-L, -m]	2,425,000	2,425,000	-
221	Emergency Services	Appropriation of US DHS Homeland Security Grant Program funding [CC apvd. 12/10/25, #9-q]	522,980	522,980	-
221	Emergency Services	Appropriation of DFA grant for training, equipment, and software [CC apvd. 10/08/25, #9-h]	100,000	100,000	-
221	Emergency Services	Appropriation of NM DHSEM Hazardous Mitigation Grant program for the Cerro Gordo Culvert Improvements Design Project [CC apvd. 11/12/25, #9-d]	37,259	37,259	-
223	Law Enforcement	Appropriation from FY25 GRT earned in excess of budgeted estimates to fund the Animal Services Emergency contract amendment [CC apvd. 12/10/25, #9-cc]	500,000	-	(500,000)
223	Law Enforcement	Adjustment to reduce NM CYFD Juvenile Justice grant due to State budget cuts [CC apvd. 10/29/25, #9-cc]	(97,520)	(97,520)	-
231	City Drainage Fund	Appropriation of NM DHSEM Hazardous Mitigation Grant program for the Cerro Gordo Culvert Improvements Design Project [CC apvd. 11/12/25, #9-d]	759,885	569,914	(189,971)
232	Impact Fees Fund	Allocation of NM DOT grant and roads impact fees for the Henry Lynch Road Reconstruction CIP project [CC apvd. 10/29/25, #9-i]	112,000	-	(112,000)
240	Community Development	Re-appropriation of unspent prior year grant funding for professional contracts [CC apvd. 10/8/25, #9-f, -g, -dd]	6,974,235	-	(6,974,235)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
240	Community Development	Appropriation from General Fund available balance to fund amounts remaining on unexpired prior year contracts for the Affordable Housing Trust Fund [CC apvd. 12/10/25 #9-hh]	3,070,059	3,070,059	-
240	Community Development	Re-appropriation of remaining FY25 balance to fund Affordable Housing Trust Fund contracts in FY26 [CC apvd. 11/12/25, #9-m]	1,613,334	-	(1,613,334)
256	Recreation Fund	Re-appropriation of unspent prior year funding to fund temporary salaries for the Afterschool Program [CC apvd. 10/29/25, #9-ee]	200,000	-	(200,000)
256	Recreation Fund	Re-appropriation of unspent prior year budget for professional contracts [CC apvd. 10/8/25, #9-g]	30,856	-	(30,856)
320	CIP Facilities	Appropriation of NM DFA grant for Fire station facilities improvements [CC apvd. 10/29/25, #9-k, -n, -v]	4,301,550	4,301,550	-
320	CIP Facilities	Appropriation of NM DFA grant for the Main Library Preservation project [CC apvd. 12/10/25, #9-t]	231,300	231,300	-
320	CIP Facilities	Appropriation of NM DFA grant for improvements to the GCCC [CC apvd. 11/12/25, #9-e]	99,000	99,000	-
320	CIP Facilities	Appropriation of NM DFA grant funding for improvements to the Fogelson Library complex [CC apvd. 10/29/25, #9-t]	99,000	99,000	-
330	CIP Streets & Roadways	Appropriation of NM DFA grant funding for Rufina/Lopez Lane intersection improvements [CC apvd. 12/10/25, #10-h]	400,000	400,000	-
330	CIP Streets & Roadways	Allocation of NM DOT grant and roads impact fees for the Henry Lynch Road Reconstruction CIP project [CC apvd. 10/29/25, #9-i]	112,000	112,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for Shelby pedestrian bridge replacement [CC apvd. 10/29/25 #9-q]	1,000,000	1,000,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for Fort Marcy baseball field improvements [CC apvd. 10/29/25 #9-o]	500,000	500,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for citywide improvements to parks [CC apvd. 12/10/25 #9-o]	150,097	150,097	-
365	½% GRT Income Fund	Appropriation from 2025 GO Bond proceeds for various paving projects citywide [CC apvd. 10/8/25, #10-b]	10,000,000	10,000,000	-
400	Debt Service Fund	Appropriation from 2025 GO Bond proceeds for various paving projects citywide [CC apvd. 10/8/25, #10-b]	10,000,000	-	(10,000,000)
400	Debt Service Fund	Appropriation from 2025 General Obligation Bond proceeds for the 2025 GO Bond Issue [CC apvd. 10/29/25, #9-gg]	255,430	25,255,429	24,999,999
500	Waste Water Management	Appropriation from available balance to fund on-call construction services [CC apvd. 12/10/25, #9-h, -g, -w]	3,523,017	-	(3,523,017)
500	Waste Water Management	Appropriation from available balance for ongoing sewer line rehabilitation projects [CC apvd. 12/10/25, #9-x]	1,463,041	-	(1,463,041)
500	Waste Water Management	Appropriation from available balance to extend on-call engineering services contracts [CC apvd. 10/29/25, #9-r, 12/10/25, #9-e, -w]	946,200	-	(946,200)
500	Waste Water Management	Appropriation to fund the reclassification of various positions across Water and Wastewater divisions [CC apvd. 10/08/25, #9-b]	554,222	-	(554,222)
500	Waste Water Management	Appropriation to fund operator certification retention incentives [CC apvd. 11/12/25, #9-f]	63,516	-	(63,516)
505	Water Management	Appropriation from available balance for on-call engineering services for Water CIP projects [CC apvd. 12/10/25, #9-k, -L, -m]	4,545,000	-	(4,545,000)
505	Water Management	Appropriation to fund the reclassification of various positions across Water and Wastewater divisions [CC apvd. 10/08/26, #9-b]	451,273	-	(451,273)
505	Water Management	Appropriation to fund operator certification retention incentives [CC apvd. 11/12/25, #9-f]	113,033	-	(113,033)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
530	Municipal Recreation Complex	Appropriation of DFA grant for the MRC Soccer Valley Improvements project [CC apvd. 10/29/25, #9-n]	3,000,000	3,000,000	-
530	Municipal Recreation Complex	Appropriation of DFA grant for MRC irrigation upgrades [CC apvd. 10/29/25, #9-q]	200,000	200,000	-
540	Transit Bus System	Appropriation of US DOT/FTA grant/local match to replace Transit buses [CC apvd. 12/10/25, #10-b]	1,009,146	807,316	(201,830)
540	Transit Bus System	Appropriation of US DOT/FTA grant for bus purchases [CC apvd. 10/8/25, #9-c]	159,545	159,545	-
545	Airport	Appropriation of NM DFA grant for phase II of the Airport Terminal Expansion project [CC apvd. 10/8/25, #9-d]	584,100	584,100	-
545	Airport	Appropriation from available revenue for various ongoing Airport projects and repairs [CC apvd. 10/29/25, #9-j]	510,214	-	(510,214)
545	Airport	Appropriation of US DOT/FAA Airport grant for the design of the first phase of the Airport lighting vault [CC Apvd. 10/29/25, #9-g]	249,450	249,250	(200)
545	Airport	Appropriation of US DOT/FAA Airport grant for the rehabilitation of taxiway F-design [CC Apvd. 10/29/25, #9-e]	90,193	90,193	-
550	Genoveva Chavez Community Ctr	Transfer from Teen Center remodel and replacement budget for repairs to the GCCC Ice Arena [CC apvd. 10/29/25, #9-ff]	175,000	175,000	-
600	Risk Management	Appropriation to fund frozen Risk and Safety Compliance Officer position [CC apvd. 10/29/25, #9-ij]	90,103	-	(90,103)
TOTAL - Budget Amendments Previously Approved by the Governing Body			\$ 71,033,553	\$ 54,041,472	\$ (16,992,081)

CITY OF SANTA FE

2nd QUARTER FY 2025/26

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SUB-SECTION [B]

**AMENDMENTS TO FY 2025/26 BUDGET
PREVIOUSLY APPROVED BY OTHER CITY
ACTORS PURSUANT TO SFCC 1987,
SECTION 11-4 (A), (B) AND (G)**

CITY OF SANTA FE - SECOND QUARTER FY 2025/2026
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Re-appropriation of unspent prior year budget for capital projects in the Community Health and Safety Department	\$ 156,718	\$ -	\$ (156,718)
100	General Fund	Re-appropriation of unspent prior year budget to update Human Resources rules and regulations	60,000	-	(60,000)
100	General Fund	Adjustment to ITT internal service charges to Public Works for hardware purchases	3,422	3,422	
212	Economic Development	Transfer from City Manager's office budget to support the December Guadalupe Walk event	10,000	10,000	-
213	Lodgers' Tax Fund	Appropriation of available fund balance for Visit Santa Fe programs and events and grant services	91,630	-	(91,630)
213	Lodgers' Tax Fund	Appropriation for ongoing Visit Santa Fe advertising projects	35,000	-	(35,000)
213	Lodgers' Tax Fund	Re-appropriation of unspent prior year NM Tourism grant budget for Visit Santa Fe	30,000	30,000	-
213	Lodgers' Tax Fund	Appropriation of prior year CCC Gallery funds and Lodger's Tax earned in excess of budgeted estimates for ongoing Community Gallery programming and initiatives	25,068	-	(25,068)
221	Emergency Services	Re-appropriation of unspent prior year grant funding for Emergency Management projects	26,353	26,353	-
221	Emergency Services	Adjustment to re-budget remaining portion of US DHS Emergency Management Hazard Mitigation Grant program	16,734	16,734	-
221	Emergency Services	Re-appropriation of unspent prior year NM DPS grant for Honor Guard teams	13,999	13,999	-
232	Impact Fees Fund	Appropriation from available balance to update the Impact Fee Capital Improvements Plan	45,421	-	(45,421)
232	Impact Fees Fund	Allocation of roads impact fees for the Agua Fria/Cottonwood Intersection CIP project	21,910	-	(21,910)
240	Community Development	Adjustment to re-budget remaining portion of prior year US Treasury ARPA grant for small business support, job training services, youth services, and public wifi	2,669,211	-	(2,669,211)
240	Community Development	Adjustment to NM Tourism Keep Santa Fe Beautiful Grant based on final award	19,501	19,501	-
241	Senior Citizen Grants/Programs	Re-appropriation of unspent prior year budget for remodeling work at the Mary Esther Gonzales Senior Center	73,644	-	(73,644)
251	Library Fund	Re-appropriation of remaining NM GO Bond funding for purchase of Library materials and equipment	179,920	179,920	-
260	Santa Fe Film Office	Re-appropriation from prior year budget to cover dues expenses	27,526	-	(27,526)
260	Santa Fe Film Office	Re-appropriation from unspent prior year budget to cover various operating expenses	9,039	-	(9,039)
320	CIP Facilities	Appropriation from available balance for repairs at the Convention Center bell tower elevator	60,000	60,000	-
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for the ongoing Agua Fria/Cottonwood Drive Intersection CIP project	21,910	21,910	-
345	CIP Community Development	Re-appropriation of unspent prior year budget for ongoing Affordable Housing projects	844,469	-	(844,469)
365	½% GRT Income Fund	Appropriation from available balance to update the Impact Fee Capital Improvements Plan	45,421	45,421	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
500	Waste Water Management	Adjustment of ITT internal service charges to Wastewater Division for hardware purchases	15,600	-	(15,600)
505	Water Management	Appropriation for on-call engineering services for Water CIP projects	5,996,169	-	(5,996,169)
505	Water Management	Appropriation for the purchase of a new dump truck	48,000	-	(48,000)
505	Water Management	Appropriation from available balance to fund repairs to McClure Reservoir	35,311	-	(35,311)
510	Environmental Services	Re-appropriation of unspent prior year budget for ongoing CIP projects	358,726	-	(358,726)
520	Santa Fe Convention Center	Appropriation of prior year CCC Gallery funds and Lodger's Tax earned in excess of budgeted estimates for ongoing Community Gallery programming and initiatives	60,000	25,068	(34,932)
520	Santa Fe Convention Center	Appropriation from available balance for repairs at the Convention Center bell tower elevator	60,000	-	(60,000)
540	Transit Bus System	Re-appropriation of unspent prior year budget for bus stop solar lighting	45,000	-	(45,000)
545	Airport	Adjustment to re-budget remaining portion of NM DOT/NM DFA/US FAA grants for ongoing projects	2,039,628	15,437,674	13,398,046
620	Services to Other Departments	Adjustment of ITT internal service charges to Wastewater Division for hardware purchases	15,600	15,600	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Utility Customer Service for software purchases	14,850	14,850	-
620	Services to Other Departments	Adjustment to ITT internal service charges to Community Services for hardware for Youth and Family Division employees	5,000	5,000	-
620	Services to Other Departments	Adjustment to ITT internal service charges to Facilities Division for hardware purchases	3,422	3,422	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Airport for mobile phone/tablet purchases	2,500	2,500	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Community Engagement for mobile phone purchase/communications charges	2,550	2,550	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for mobile phone communication charges	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Parks Division for hardware purchase	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Environmental Services Division for mobile phone purchase	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Human Resources for computer hardware purchases	1,200	1,200	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			\$ 13,194,052	\$ 15,938,724	\$ 2,744,672

CITY OF SANTA FE

2nd QUARTER FY 2025/26

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SUB-SECTION [C]

**JOINT OPERATIONS
(BUCKMAN DIRECT DIVERSION & SF SOLID
WASTE MANAGEMENT AGENCY) –
BOARD-APPROVED AMENDMENTS TO
FY 2025/26 BUDGET**

CITY OF SANTA FE - SECOND QUARTER FY 2025/2026
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
800	Buckman Direct Diversion	Re-appropriation of unspent prior year BDD Repair & Replacement Fund budget for various ongoing BDD projects	\$ 2,253,916	\$ 2,253,916	\$ -
801	BDD Repair & Replacement Fund	Re-appropriation of unspent prior year BDD Repair & Replacement Fund budget for various ongoing BDD projects	2,253,916	-	(2,253,916)
810	SF Solid Waste Mgmt Agency	Re-appropriation of unspent prior year budget for contracted audit, maintenance and compliance services	392,674	-	(392,674)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for household hazardous waste collection services	155,000	-	(155,000)
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a non-potable water truck	144,139	144,139	-
810	SF Solid Waste Mgmt Agency	Appropriation from available balance to fund general construction services for the customer unloading area improvements at the Buckman Road Recycling and Transfer Sation	68,664	68,664	-
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Gas Collection Reserve Fund for the Caja del Rio Landfill Gas Collection System	39,830	-	(39,830)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for Landfill scale maintenance	13,000	-	(13,000)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a non-potable water truck	144,139	-	(144,139)
812	SWMA Gas Collection Reserve	Appropriation from SWMA Gas Collection Reserve Fund for the Caja del Rio Landfill Gas Collection System	133,130	-	(133,130)
816	SWMA CIP Fund	Appropriation from available balance to fund general construction services for the customer unloading area improvements at the Buckman Road Recycling and Transfer Sation	68,664		(68,664)
TOTAL - Joint Operations - Board Approved Budget Amendments			\$ 5,667,072	\$ 2,466,719	\$ (3,200,353)

CITY OF SANTA FE

2nd QUARTER FY 2025/26

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2025/26 BUDGET BY FUND

CITY OF SANTA FE - SECOND QUARTER FY 2025/2026
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

<i>Fund</i>	<i>Fund Title</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	\$ 7,110,355	\$ 3,422	\$ (7,106,933)
212	Economic Development	2,589,820	10,000	(2,579,820)
213	Lodgers' Tax Fund	621,698	30,000	(591,698)
221	Emergency Services	3,142,325	3,142,325	-
223	Law Enforcement	402,480	(97,520)	(500,000)
231	City Drainage Fund	759,885	569,914	(189,971)
232	Impact Fees Fund	179,331	-	(179,331)
240	Community Development	14,346,340	3,089,560	(11,256,780)
241	Senior Citizen Grants/Programs	73,644	-	(73,644)
251	Library Fund	179,920	179,920	-
256	Recreation Fund	230,856	-	(230,856)
260	Santa Fe Film Office	36,565	-	(36,565)
320	CIP Facilities	4,790,850	4,790,850	-
330	CIP Streets & Roadways	533,910	533,910	-
345	CIP Community Development	844,469	-	(844,469)
355	CIP Parks and Trails	1,650,097	1,650,097	-
365	½% GRT Income Fund	10,045,421	10,045,421	-
400	Debt Service Fund	10,255,430	25,255,429	14,999,999
500	Waste Water Management	6,565,596	-	(6,565,596)
505	Water Management	11,188,786	-	(11,188,786)
510	Environmental Services	358,726	-	(358,726)
520	Santa Fe Convention Center	120,000	25,068	(94,932)
530	Municipal Recreation Complex	3,200,000	3,200,000	-
540	Transit Bus System	1,213,691	966,861	(246,830)
545	Airport	3,473,585	16,361,217	12,887,632
550	Genoveva Chavez Community Ctr	175,000	175,000	-
600	Risk Management	90,103	-	(90,103)
620	Services to Other Departments	48,722	48,722	-
800	Buckman Direct Diversion	2,253,916	2,253,916	-
801	BDD Repair & Replacement Fund	2,253,916	-	(2,253,916)
810	SF Solid Waste Mgmt Agency	813,307	212,803	(600,504)
811	SWMA Equip Replacement Fund	144,139	-	(144,139)
812	SWMA Gas Collection Reserve	133,130	-	(133,130)
816	SWMA CIP Fund	68,664	-	(68,664)
QUARTERLY TOTAL - ALL FUNDS		\$ 89,894,677	\$ 72,446,915	\$ (17,447,762)

FISCAL IMPACT REPORT**General Information:**(Check) Bill: _____ Resolution: X Short Title(s): Second Quarter Budget Amendments, Fiscal Year 2025/2026Sponsor(s): Mayor Michael GarciaReviewing Department(s): Finance DepartmentStaff Completing FIR: Christina Martinez Date: 2/26/2026 Phone: (505) 629-3063Reviewed by City Attorney: Marcos Martinez Date: 03/04/2026
Marcos Martinez (Mar 4, 2026 16:12:17 MST)Reviewed by Finance Director: Andrea Phillips Date: 03/05/2026
ANDREA PHILLIPS (Mar 5, 2026 12:40:18 MST)**Summary:**

The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request Department of Finance Authority to approve Second Quarter FY 2026 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:Various.**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:None.**Performance and Administrative Implications:**

None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:See Resolution, Exhibit A –City of Santa Fe 2nd Quarter FY 2025-26 Budget Amendments.**Fiscal Impact** Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE 27	FYE 28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>N</u>	<u>NR</u>	<u>†</u>	
<u>Benefits*</u>							
<u>Capital Outlay</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>N</u>	<u>NR</u>	<u>†</u>	
<u>Contractual/</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>			<u>†</u>	
<u>Professional Services</u>							
<u>Operating</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>			<u>†</u>	
<u>Total:</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>			<u>†</u>	<u>\$ †</u>

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 26	FYE 27	FYE 28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Special Revenue	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
CIP	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Enterprise	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Internal Service	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Trust & Agency	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Federal	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Other	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Total	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† See Exhibit A – Resolution Detail by Fund

FISCAL IMPACT REPORT**General Information:**(Check) Bill: _____ Resolution: X Short Title(s): Second Quarter Budget Amendments, Fiscal Year 2025/2026Sponsor(s): Mayor Michael GarciaReviewing Department(s): Finance DepartmentStaff Completing FIR: Christina Martinez, Senior Budget Analyst Date: 2/26/26 Phone: (505)629-3063

Reviewed by City Attorney: _____ Date: _____

Reviewed by Finance Director: _____ Date: _____

Summary:

The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request Department of Finance Authority to approve Second Quarter FY 2026 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:

Various.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures. Adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:

See Resolution, Exhibit A –City of Santa Fe 2nd Quarter FY 2025-26 Budget Amendments.

Fiscal Impact

 Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE 27	FYE 28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>N</u>	<u>NR</u>	<u>†</u>	
<u>Benefits*</u>							
<u>Capital Outlay</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>N</u>	<u>NR</u>	<u>†</u>	
<u>Contractual/</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>			<u>†</u>	
<u>Professional Services</u>							
<u>Operating</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>			<u>†</u>	
<u>Total:</u>	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>			<u>†</u>	<u>\$ †</u>

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 26	FYE 27	FYE 28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Special Revenue	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
CIP	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Enterprise	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Internal Service	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Trust & Agency	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Federal	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Other	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>NR</u>	<u>†</u>
Total	<u>\$ †</u>	<u>\$ 0</u>	<u>\$ 0</u>		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† See Exhibit A – Resolution Detail by Fund